AGENDA

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

June 9, 2026
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.

This meeting is being held via Zoom so that members of the public may observe and participate in this meeting electronically. If you participate in this meeting via Zoom, you are agreeing to abide by the City's Zoom Community Standards for Public Meetings (provided in full on the last page of the agenda). *Esta reunión se lleva a cabo en la Cámara y a través de Video/Teleconferencia en Zoom para que los miembros del público puedan observar y participar en esta reunión de manera electrónica. Si elige participar en esta reunión a través de Zoom, acepta cumplir con los Estándares comunitarios de Zoom para reuniones públicas de la ciudad (que se proporcionan en su totalidad en la última página de la agenda).*

To observe and participate in the online video portion of the meeting through your personal computer or device, follow this link:
https://us02web.zoom.us/j/82012644588?pwd=GwdLNir0X6fHkhlgVjAjRUQf1C6yoz.1

Dial in: +1 669 900 9128

Meeting ID: 820 1264 4588
Password: 1913-92220

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 **ROLL CALL**

1.2 **INVOCATION**
Performed by Pastor David Kieffer of Our Savior's Lutheran Church

1.3 **PLEDGE OF ALLEGIANCE**

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

3. PRESENTATIONS

3.1 Annual Presentation by Members of the City of Banning Youth Council
Recommendation: Receive and File

3.2 Recognition of Outgoing Banning Youth Council Members
Recommendation: Four Youth Council Members are set to Graduate this month. Staff requests City Council acknowledge and recognize their tremendous service to the community through their involvement on the Banning Youth Council.

4. REPORT ON CLOSED SESSION

John Pinkney, City Attorney

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 **PUBLIC COMMENTS**

5.2 **CORRESPONDENCE**

5.3 **APPOINTMENTS**

5.4 **CITY COUNCIL COMMITTEE REPORTS**

5.5 **ANNOUNCEMENTS OF CITY COUNCIL MEMBERS**

5.6 **CITY MANAGER'S REPORT**

- Sunset Crossroads Specific Plan - Chapter 3, Table 3-1
- Planning Commission Recruitment - Deadline June 12

5.7 **CITY ATTORNEY'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 Consideration and Approval of the meeting minutes of the February 24, 2026, March 10, 2026, March 24, 2026, April 14, 2026, April 28, 2026, May 26, 2026 Special City Council meetings (Closed Session) and May 26, 2026 Special City Council meeting (Workshop)
Recommendation: Approve the meeting minutes of the February 24, 2026, March 10, 2026, March 24, 2026, April 14, 2026, April 28, 2026, May 26, 2026 Special City Council meetings (Closed Session) and May 26, 2026 Special City Council meeting (Workshop)

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

6.3 Consideration of Resolution 2026-79 Approving Amendment No. 7 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an Additional Amount of $23,550 for Continued Environmental Support Services for the Sun Lakes Blvd Extension Project
Recommendation: Adopt Resolution 2026-79

6.4 Consideration of Resolution 2026-80, Approving Amendment No. 5 to the Custodial Services Agreement with Executive Facilities Services, Inc. (EFS) in the amount of $246,725 for Fiscal Year 2026-2027 Custodial Services at City Facilities
Recommendation: Adopt Resolution 2026-80

6.5 Consideration of Resolution 2026-82, Approving a List of Projects to be Funded for Fiscal Year 2026/2027 by SB 1 "The Road Repair and Accountability Act of 2017"
Recommendation: Adopt Resolution 2026-82

6.6 Consideration of Resolution 2026-85, Calling for the Holding of a General Municipal Election on Tuesday, November 3, 2026 for the Election of Two Members of the City Council to Four Year Terms Representing Districts 4 and 5 as Required by the Provisions of the Laws of the California Relating to General Law Cities and the Banning Municipal Code, and Requesting Consolidation of the General Municipal Election with the Statewide General Election to be Held on the Same Day
Recommendation: Adopt Resolution No. 2026-85

6.7 Consideration of Resolution 2026-86, to Revise the Appropriation Listed in Approved Resolution 2026-45 to Include Funding From the Sun Lakes Boulevard Extension Project for Inspection Services
Recommendation: Adopt Resolution 2026-86

6.8 Receive & File Update, City of Banning Participation at the 2026 ICSC Las Vegas Conference
Recommendation: Staff recommends that the City Council receive and file an update regarding the City of Banning's participation at the 2026 ICSC Las Vegas Conference, held May 18–20, 2026, in Las Vegas, Nevada.

7. PUBLIC HEARINGS

7.1 Public Hearing: Zoning Text Amendment No. 26-0001 (Accessory Dwelling Units/Junior Accessory Dwelling Units)
Recommendation: The Planning Commission recommends the City Council take the following actions:

1. Determine that approval of Zoning Text Amendment 26-0001 is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h); and

2. Introduce and approve first reading of an Ordinance 1624.

8. REPORTS OF OFFICERS

9. DISCUSSION ITEMS

9.1 Resolution No. 2026-89 Establishing a Continuing Budget and Authorizing City Expenditures/Appropriations Until the Operating Budget is Adopted for Fiscal Year 2026-2027, No Later Than September 30, 2026
Recommendation: Adopt Resolution No. 2026-89

9.2 Consideration of Submittal of a Grant Application for Federal Railroad Administration Railroad Crossing Elimination Grant Funding Opportunity for the Hargrave Grade Separation Project.
Recommendation: Authorize staff to submit a grant application to the Federal Railroad Administration Railroad Crossing Elimination (RCE) Grant program for the Hargrave

Separation Project.

9.3 Consideration of Resolution 2026-87 the City of Banning Technology Disruption Policy and Resolution 2026-88 the City of Banning Public Outreach and Public Interpretation Assistance Practices in Accordance with SB 707
Recommendation: Adopt Resolution 2026-87 and Resolution 2026-88

10. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**
11.2 **EXISTING ITEMS**
1. Emergency Preparedness (Barrington) January 2025
2. Streamline Procurement Policy (Flynn) August 2025
3. Sales Tax Agreement Update with Diamond Chevrolet (Flynn) December 2025
4. Cannabis Warehouse Moratorium (New Facilities Only) (Barrington) December 2025
5. Maintenance and replacement of street signs. (Flynn) March 2026
6. Rename the Arthur Welch Community Center back to the National Guard Armory (Flynn) April 2026
7. Smoke Shop Moratorium (Miller) April 2026
8. Landscape Standards Review (Wallace) May 2026
9. Special Event Fee Schedule and Permit Process Review (Miller) May 2026

11. ADJOURNMENT

Next Regular Meeting – June 23, 2026

Zoom Community Standards for Public Meetings

By participating in this meeting on Zoom, you are agreeing to abide by the City of Banning's Community Standards for Public Meetings. Zoom attendees that fail to adhere to these standards may be removed from the meeting room.

- Your microphone must remain on mute, and you may only unmute your microphone when/if you are recognized by the Mayor.
- Your camera must be turned off unless/until you are recognized by the Mayor.
- To indicate a desire to make Public Comment, you must use the Raise Hand function. The Mayor will not recognize those who have not used the Raise Hand function.
- Public Comment from Zoom attendees will immediately follow in-person comment from members of the public in Council Chambers.
- If you fail to adhere to these community guidelines, **you may be removed** for disrupting the meeting occurring in Council Chambers. You may rejoin the meeting but may be removed for each violation of these community standards.
- The chat function will be disabled for all City Council meetings on Zoom.

Estándares comunitarios de Zoom para Reuniones Públicas

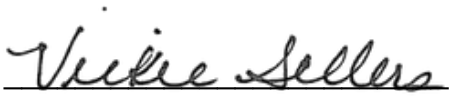
Al participar en esta reunión en Zoom, usted acepta cumplir con los Estándares Comunitarios para Reuniones Públicas de la ciudad de Banning. Los que atienden por Zoom que no cumplan con estos estándares pueden ser retirados de la sala de reuniones.

- Su micrófono debe permanecer en silencio, y solo puede reactivar su micrófono cuando / si es reconocido por el alcalde.
- Su cámara debe estar apagada a menos que sea reconocido por el alcalde.
- Para indicar el deseo de hacer un Comentario Público, debe utilizar la función Levantar la mano. El alcalde no reconocerá a quienes no hayan utilizado la función Levantar la mano.
- Los comentarios públicos de lo que atienden por Zoom seguirán inmediatamente los comentarios en persona de los miembros del público en las Cámaras del Consejo.

- Si no cumple con estas pautas de la comunidad, es posible que lo destituyan por interrumpir la reunión que tiene lugar en las Cámaras del Consejo. Puede volver a unirse a la reunión, pero es posible que lo eliminen por cada violación de estos estándares de la comunidad.
- La función de chat estará deshabilitada para todas las Reuniones del Ayuntamiento en Zoom.

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.



Vickie Sellers, Elected City Clerk
Secretaria Municipal Electa

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:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**June 9, 2026**
SUBJECT:	**Annual Presentation by Members of the City of Banning Youth Council**

STAFF RECOMMENDATION:

Receive and File

BACKGROUND:

The City of Banning established the Banning Youth Council in 2024 and annually, the Youth Council provide a report on their activity over the last year.

JUSTIFICATION:

The Banning Youth Council was established to serve as an advisory board to the Banning City Council and provide youth of the City of Banning with a channel to have their voices heard and to participate in City Government.

FISCAL IMPACT:

There is no Fiscal Impact associated with this presentation.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**June 9, 2026**
SUBJECT:	**Recognition of Outgoing Banning Youth Council Members**

STAFF RECOMMENDATION:

Four Youth Council Members are set to Graduate this month. Staff requests City Council acknowledge and recognize their tremendous service to the community through their involvement on the Banning Youth Council.

BACKGROUND:

The Banning Youth Council is comprised of up to nine members and meets monthly in the Council Chambers on the first Tuesday at 5:00 pm. The Banning Youth Council volunteer their time to offer a voice for the youth in the community and to create and participate in teen and family events.

JUSTIFICATION:

The following Banning Youth Council members are graduating and have served the City of Banning admirably.

Kal-El Hernandez originally appointed on February 27, 2024
Malia Lopez originally appointed on February 27, 2024
Sara McDermott originally appointed on March 11, 2025
Josue Sanchez Omana originally appointed on August 26, 2025

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. 2026 06 09_Banning Youth Council Service Certificates.pdf

City of Banning

Certificate of Recognition

PRESENTED TO

Kal-El Hernandez

The City Council of the City of Banning recognizes your dedication, leadership, and service as a member of the Youth Council. Your commitment to engagement, representation, and community betterment has made a meaningful impact. Thank you for your contributions as a member of the Youth Council and for making Banning a better place to live, work, & play!

Presented on this 9th day of June, 2026

Richard Royce, Mayor

City of Banning

Certificate of Recognition

PRESENTED TO

Malia Lopez

The City Council of the City of Banning recognizes your dedication, leadership, and service as a member of the Youth Council. Your commitment to engagement, representation, and community betterment has made a meaningful impact. Thank you for your contributions as a member of the Youth Council and for making Banning a better place to live, work, & play!

Presented on this 9th day of June, 2026

Richard Royce, Mayor

City of Banning

Certificate of Recognition

PRESENTED TO

Sara McDermott

The City Council of the City of Banning recognizes your dedication, leadership, and service as a member of the Youth Council. Your commitment to engagement, representation, and community betterment has made a meaningful impact. Thank you for your contributions as a member of the Youth Council and for making Banning a better place to live, work, & play!

Presented on this 9th day of June, 2026

Richard Royce, Mayor

City of Banning

Certificate of Recognition

PRESENTED TO

Josue Sanchez Omana

The City Council of the City of Banning recognizes your dedication, leadership, and service as a member of the Youth Council. Your commitment to engagement, representation, and community betterment has made a meaningful impact. Thank you for your contributions as a member of the Youth Council and for making Banning a better place to live, work, & play!

Presented on this 9th day of June, 2026

Richard Royce, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Sandra Calderon, Deputy City Clerk**
MEETING DATE:	**June 9, 2026**
SUBJECT:	**Consideration and Approval of the meeting minutes of the February 24, 2026, March 10, 2026, March 24, 2026, April 14, 2026, April 28, 2026, May 26, 2026 Special City Council meetings (Closed Session) and May 26, 2026 Special City Council meeting (Workshop)**

STAFF RECOMMENDATION:

Approve the meeting minutes of the February 24, 2026, March 10, 2026, March 24, 2026, April 14, 2026, April 28, 2026, May 26, 2026 Special City Council meetings (Closed Session) and May 26, 2026 Special City Council meeting (Workshop)

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 summary minutes in accordance with City Council Resolution 2025-22 and Government Code Section 36814, 4801, and 54953 (c)(2).

FISCAL IMPACT:

None

ATTACHMENTS:

1. 2026 02 24_Closed Session_DRAFT.pdf
2. 2026 03 10_Closed Session_DRAFT.pdf
3. 2026 03 24_Closed Session_DRAFT.pdf
4. 2026 04 14_Closed Session_DRAFT.pdf
5. 2026 04 28_Closed Session_DRAFT.pdf
6. 2026 05 26_Closed Session_DRAFT.pdf
7. 2026 05 26_Workshop_DRAFT.pdf

MINUTES

CITY COUNCIL – SPECIAL MEETING (CLOSED SESSION)

FEBRUARY 24, 2026

1. CALL TO ORDER – 3:04 p.m.

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: John Pinkney, City Attorney
Art Vela, Interim City Manager
Bonnie Johnson, Interim Finance Director
Lisa Rossi, Human Resources Director
Vickie Sellers, City Clerk
Sandra Calderon, Deputy City Clerk

2. PUBLIC COMMENTS - ***Agenda Items Only***

There were no public comments.

3. CLOSED SESSION

3.1 CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6 (d) (1) Agency Designated Representatives: Art Vela, Interim City Manager; Bonnie Johnson, Interim Finance Director; Lisa Rossi, Human Resources Director; Oliver Yee, Liebert Cassidy and Whitmore (City Counsel) Employee Organization: Banning Police Manager's Association (BPMA); Banning Police Officer's Association (BPOA

3.2 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - SIGNIFICANT EXPOSURE TO LITIGATION
Pursuant to Government Code Section 54956.9(d)(2) and/or (3). One potential case

Council Members recessed to Closed Session at 3:06 p.m. to discuss the items listed.

The City Council reconvened in open session, with all Council Members present, with no reportable action taken.

4. ADJOURNMENT

Council Member Miller motioned to adjourn, seconded by Mayor Pro Tem Barrington.
The question was called and the motion carried unanimously.
The meeting adjourned at 4:23 p.m.

DRAFT

Minutes presented by:

Sandra B. Calderon
Deputy City Clerk

These minutes have been prepared as Summary Minutes in accordance with City Council Resolution 2025-22 and Government Code Sections 36814, 40801, and 54953(c)(2).

The entire discussion of this meeting may be viewed here:

https://banningca.granicus.com/player/clip/290?view_id=1&redirect=true

DRAFT

MINUTES

CITY COUNCIL – SPECIAL MEETING (CLOSED SESSION)

MARCH 10, 2026

1. CALL TO ORDER – 3:00 p.m.

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

COUNCIL MEMBERS ABSENT: Council Member Sheri Flynn (arrived at 4:04 p.m.)

OTHERS PRESENT: John Pinkney, City Attorney
Elizabeth Gibbs, City Manager
Vickie Sellers, City Clerk
Sandra Calderon, Deputy City Clerk

2. PUBLIC COMMENTS - ***Agenda Items Only***

There were no public comments.

3. CLOSED SESSION

3.1 CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION
Pursuant to Government Code 54956.9(d)(2) and/or (3) Potential Case(s): One (1)

3.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8.
Property: Banning Municipal Airport consisting of approximately 232.41 acres comprised of APNs 541-240 -009; 541-250 -009; 541-140-003; 532-150-002; 532-150-003; 532-150- 004; 532- 130 -012; 532-130-018; 532-130-011; 532-180- 034.
Agency Negotiator: City Manager Elizabeth Gibbs or her designee.
Negotiating Parties: City of Banning as potential Lessor and Industrial Enterprises, LLC as potential Lessee.
Under Negotiations: Price and Terms of proposed ground lease.

Council Members recessed to Closed Session at 3:02 p.m. to discuss the items listed.

The City Council reconvened in open session, with all Council Members present, with no reportable action taken.

4. ADJOURNMENT

Council Member Wallace motioned to adjourn, seconded by Mayor Pro Tem Barrington.
The question was called and the motion carried unanimously.

DRAFT

The meeting adjourned at 4:09 p.m.

Minutes prepared by:

Sandra B. Calderon
Deputy City Clerk

These minutes have been prepared as Summary Minutes in accordance with City Council Resolution 2025-22 and Government Code Sections 36814, 40801, and 54953(c)(2).

The entire discussion of this meeting may be viewed here:

https://banningca.granicus.com/player/clip/296?view_id=1&redirect=true

DRAFT

MINUTES

CITY COUNCIL – SPECIAL MEETING (CLOSED SESSION)

MARCH 24, 2026

1. CALL TO ORDER – 3:00 p.m.

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

COUNCIL MEMBERS ABSENT: Council Member Sheri Flynn (arrived during Closed Session)

OTHERS PRESENT: John Pinkney, City Attorney
Elizabeth Gibbs, City Manager
Vickie Sellers, City Clerk
Sandra Calderon, Deputy City Clerk

2. PUBLIC COMMENTS - ***Agenda Items Only***

There were no public comments.

3. CLOSED SESSION

3.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - SIGNIFICANT EXPOSURE TO LITIGATION
Pursuant to Government Code Section 54956.9(d)(2) and/or (3). Two potential cases.

3.2 CONFERENCE WITH LEGAL COUNSEL REGARDING POTENTIAL INITIATION OF LITIGATION
Pursuant to Government Code Section 54956.9(d)(4). One Potential Case.

3.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8.
Property: Banning Municipal Airport consisting of approximately 232.41 acres comprised of APNs 541-240 -009; 541-250 -009; 541-140-003; 532-150-002; 532-150-003; 532-150- 004; 532- 130 -012; 532-130-018; 532-130-011; 532-180- 034.
Agency Negotiator: City Manager Elizabeth Gibbs or her designee.
Negotiating Parties: City of Banning as potential Lessor and Industrial Enterprises, LLC as potential Lessee.
Under Negotiations: Price and Terms of proposed ground lease.

Council Members recessed to Closed Session at 3:01 p.m. to discuss the items listed.

The City Council reconvened in open session, with all Council Members present, with no reportable action taken.

DRAFT

4. ADJOURNMENT

Council Member Miller motioned to adjourn, seconded by Mayor Pro Tem Barrington.
The question was called and the motion carried unanimously.
The meeting adjourned at 4:41 p.m.

Minutes prepared by:

Sandra B. Calderon
Deputy City Clerk

These minutes have been prepared as Summary Minutes in accordance with City Council Resolution 2025-22 and Government Code Sections 36814, 40801, and 54953(c)(2).

The entire discussion of this meeting may be viewed here:

https://banningca.granicus.com/player/clip/300?view_id=1&redirect=true

DRAFT

MINUTES

CITY COUNCIL – SPECIAL MEETING (CLOSED SESSION)

APRIL 14, 2026

1. CALL TO ORDER – 3:07 p.m.

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

COUNCIL MEMBERS ABSENT: Council Member Flynn (arrived at 3:09 p.m.)

OTHERS PRESENT: Phaedra Norton, Assistant City Attorney
Elizabeth Gibbs, City Manager
Vickie Sellers, City Clerk
Sandra Calderon, Deputy City Clerk

2. PUBLIC COMMENTS - ***Agenda Items Only***

There were no public comments.

3. CLOSED SESSION

3.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - SIGNIFICANT EXPOSURE TO LITIGATION
Pursuant to Government Code Section 54956.9(d)(2) and/or (3). Two potential cases.

3.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8.
Property: Banning Municipal Airport consisting of approximately 232.41 acres comprised of APNs 541-240 -009; 541-250 -009; 541-140-003; 532-150-002; 532-150-003; 532-150- 004; 532- 130 -012; 532-130-018; 532-130-011; 532-180- 034.
Agency Negotiator: City Manager Elizabeth Gibbs or her designee.
Negotiating Parties: City of Banning as potential Lessor and Industrial Enterprises, LLC as potential Lessee.
Under Negotiations: Price and Terms of proposed ground lease.

3.3 CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1):
(1) Tom Miller v. City of Banning, Riv. Co. Sup. Ct. Case No. CVRI2402316
(2) R.R., a minor, by and through his Guardian ad Litem, Anaise Hollis v. City of Banning Riverside Superior Court, Case No. CVR12507138

3.4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code 54956.8
Property: A.C. Dysart Park, APN: 537-190-016

DRAFT

2101 W. Victory Avenue, Banning, CA
Agency Negotiator: Elizabeth Gibbs, City Manager or Designee
Negotiating Parties: City of Banning and Banning Stagecoach Days Association
Under Negotiation: Price and Terms of Payment

Assistant City Attorney Norton stated her office would be recused from Item 3.1. due to a conflict of intertest.

Council Member Wallace stated she would also be recused from Item 3.1. due to a conflict of financial interest regarding income and expenses.

Council Member Flynn stated she would also be recused from Item 3.1. due to a conflict of financial interest regarding a pending request for reimbursement of legal fees.

Council Members recessed to Closed Session at 3:13 p.m. to discuss the items listed.

4. OPEN SESSION AGENDA

4.1 Amendment No. 1 to Professional Services Agreement by Independent Contractor by and Between City of Banning and Sloan, Sakai, Yeung & Wong, LLP

Recommendation:
Approve Amendment No. 1 to Professional Services Agreement by Independent Contractor by and Between City of Banning and Sloan, Sakai, Yeung & Wong, LLP

RECESS
The City Council reconvened at 5:07 to the regular meeting agenda, leaving the Closed Session recess open. The City Council reconvened to the Closed Session agenda at 10:47 p.m.

The City Council asked clarifying questions.

City Manager Gibbs stated this agreement amendment was necessary to work on a specific project and was justified by the number of vacant staff positions at the City at the time.

MOTION

Mayor Pro Tem Barrington moved to approve the amendment for an additional six months, seconded by Council Member Wallace.

The question was called and the motion carried unanimously.

5. ADJOURNMENT

Council Member Wallace motioned to adjourn, seconded by Council Member Miller.
The question was called by roll call vote and the motion carried unanimously.
The meeting adjourned at 10:53 p.m.

Minutes prepared by:

Sandra B. Calderon
Deputy City Clerk

DRAFT

These minutes have been prepared as Summary Minutes in accordance with City Council Resolution 2025-22 and Government Code Sections 36814, 40801, and 54953(c)(2).

The entire discussion of this meeting may be viewed here:

https://banningca.granicus.com/player/clip/304?view_id=1&redirect=true

DRAFT

MINUTES

CITY COUNCIL – SPECIAL MEETING (CLOSED SESSION)

APRIL 28, 2026

1. CALL TO ORDER – 3:01 p.m.

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Phaedra Norton, Assistant City Attorney
Elizabeth Gibbs, City Manager
Vickie Sellers, City Clerk
Sandra Calderon, Deputy City Clerk

2. PUBLIC COMMENTS - ***Agenda Items Only***

There were no public comments.

3. CLOSED SESSION

3.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1)
Name of Case and Case Number: Supporters Alliance for Environmental Responsibility v. City of Banning, Riverside Superior Court, Case No. CVR12600183

3.2 CONFERENCE WITH LEGAL COUNSEL – SIGNIFICANT EXPOSURE TO LITIGATION Pursuant to Government Code Section 54956.9(d)(2) or (3)

Two (2) Potential Cases

3.3 CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION

Deciding Whether to Initiate Litigation Pursuant to Government Code Section 54956.9(d)(4) One (1) Potential Case

3.4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code Section 54956.8.

Property: Banning Municipal Airport consisting of approximately 232.41 acres comprised of APNs 541-240 -009; 541-250 -009; 541-140-003; 532-150-002; 532-150-003; 532-150- 004; 532- 130 - 012; 532-130-018; 532-130-011; 532-180- 034.
Agency Negotiator: City Manager Elizabeth Gibbs or her designee.

DRAFT

Negotiating Parties: City of Banning as potential Lessor and Industrial Enterprises, LLC as potential Lessee.
Under Negotiations: Price and Terms of proposed ground lease.

Council Members recessed to Closed Session at 3:03 p.m. to discuss the items listed.

The City Council reconvened in open session with no reportable action taken.

4. ADJOURNMENT

Council Member Flynn motioned to adjourn, seconded by Council Member Miller.
The question was called by roll call vote and the motion carried 4-0-1, Council Member Wallace absent.
The meeting adjourned at 4:30 p.m.

Minutes prepared by:

Sandra B. Calderon
Deputy City Clerk

These minutes have been prepared as Summary Minutes in accordance with City Council Resolution 2025-22 and Government Code Sections 36814, 40801, and 54953(c)(2).

The entire discussion of this meeting may be viewed here:

https://banningca.granicus.com/player/clip/310?view_id=1&redirect=true

DRAFT

MINUTES

CITY COUNCIL – SPECIAL MEETING (CLOSED SESSION)

MAY 26, 2026

1. CALL TO ORDER – 3:01 p.m.

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Phaedra Norton, Assistant City Attorney
Elizabeth Gibbs, City Manager
Vickie Sellers, City Clerk
Sandra Calderon, Deputy City Clerk

2. PUBLIC COMMENTS - ***Agenda Items Only***

There were no public comments.

3. CLOSED SESSION

3.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8.
Property: Banning Municipal Airport consisting of approximately 232.41 acres comprised of APNs 541-240 -009; 541-250 -009; 541-140-003; 532-150-002; 532-150-003; 532-150- 004; 532- 130 -012; 532-130-018; 532-130-011; 532-180- 034.
Agency Negotiator: City Manager Elizabeth Gibbs or her designee.
Negotiating Parties: City of Banning as potential Lessor and Industrial Enterprises, LLC as potential Lessee.
Under Negotiations: Price and Terms of proposed ground lease.

3.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code 54956.9(d)(1)
Name of Case: Hannah Poulter v. City of Banning
Case No. CVR12405849, Riverside Superior Court

Council Members recessed to Closed Session at 3:03 p.m. to discuss the items listed.

The City Council reconvened in open session with no reportable action taken.

4. ADJOURNMENT

Council Member Wallace motioned to adjourn, seconded by Council Member Flynn.

DRAFT

The question was called by roll call vote and the motion carried unanimously.
The meeting adjourned at 4:02 p.m.

Minutes prepared by:

Sandra B. Calderon
Deputy City Clerk

These minutes have been prepared as Summary Minutes in accordance with City Council Resolution 2025-22 and Government Code Sections 36814, 40801, and 54953(c)(2).

The entire discussion of this meeting may be viewed here:

https://banningca.granicus.com/player/clip/318?view_id=1&redirect=true

DRAFT

MINUTES

CITY COUNCIL – SPECIAL MEETING (WORKSHOP)

MAY 26, 2026

1. CALL TO ORDER – 4:03 p.m.

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

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Phaedra Norton, Assistant City Attorney
Elizabeth Gibbs, City Manager
Art Vela, Public Works Director
Vickie Sellers, City Clerk
Sandra Calderon, Deputy City Clerk

2. WORKSHOP

2.1 Banning Animal Shelter Feasibility Analysis Report
Recommendation: Receive and file the Banning Animal Shelter Feasibility Analysis Report prepared by IDS Group, Inc. and provide feedback.

Art Vela, Public Works Director, presented the staff report. He introduced Quentin Montrie of IDS, who authored the feasibility report and was available to answer questions. Mr. Vela provided background information on the project and the history of the animal shelter. He stated the report found the shelter to be significantly undersized and discussed resulting impacts on animal welfare, staff safety, and the availability of medical and support space. He reviewed opportunities for improvement identified in the report, stakeholder input received during the process, and regional considerations related to animal shelter operations. Mr. Vela also outlined the improvement tiers and associated costs included in the report.

In response to Mayor Pro Tem Barrington, Mr. Vela discussed the roofing improvements included in Tier 1. He stated the existing tile roof would likely need to be replaced and could be replaced with a less expensive roofing material.

In response to Council Member Flynn, Mr. Vela discussed alternative improvement methods that had been considered. He also discussed the $500,000 payment from Sunset Crossroads and the anticipated timing of the payment.

In response to Mayor Pro Tem Barrington, Mr. Vela stated a regional shelter was likely at least seven years away and that improvements would need to be made to address the City's immediate needs in the interim.

Mayor Royce questioned how the project would be funded given the City's current financial condition.

DRAFT

Mr. Vela stated staff had not yet conducted significant research regarding funding options for the Tier 1 improvements. He stated the improvements would be a one-time cost, but recurring operational costs would also need to be evaluated.

Mayor Pro Tem Barrington questioned whether grant funding might be available from the County given that the County shelter was unable to accommodate Banning's animal shelter needs. Mr. Vela stated staff would look into potential funding opportunities.

In response to Council Member Flynn, Mr. Vela discussed portable kennels and stated the City would need to determine how it wanted the shelter to operate and the level of service it wished to provide.

3. PUBLIC COMMENTS - *Agenda Items Only*

Frank Connolly discussed the condition of the shelter roof and factors that have contributed to its deterioration over the years. He stated he was present when the building was donated and expressed disappointment with its current condition. He expressed concern regarding the cost of the necessary improvements and questioned whether constructing a new shelter elsewhere in the City would be a better option.

A resident discussed portable kennels and stated she had prior experience with them. She stated they require specialized roofing and, given the wind conditions in Banning, would not be a viable solution. She also expressed concern regarding the enforcement of City ordinances related to animals and pets.

Mayor Pro Tem Barrington responded to Mr. Connolly and stated the City was seeking temporary and interim solutions while awaiting completion of the County animal shelter.

Mr. Vela stated staff would continue finalizing the report and researching potential funding sources. He requested feedback from the Council regarding finalization of the report.

In response to Council Member Flynn, Mr. Vela discussed the property's foundation and stated the report identified few concerns in that area. He stated drainage improvements represented a more significant issue. He also discussed the possibility of utilizing volunteers, donated materials, and donated labor for the project, but stated the City should first identify internal funding sources before relying on donated resources.

4. ADJOURNMENT

Mayor Pro Tem Barrington motioned to adjourn, seconded by Council Member Wallace.
The question was called by roll call vote and the motion carried unanimously.
The meeting adjourned at 4:49 p.m.

Minutes prepared by:

Sandra B. Calderon
Deputy City Clerk

These minutes have been prepared as Summary Minutes in accordance with City Council Resolution 2025-22 and Government Code Sections 36814, 40801, and 54953(c)(2).

The entire discussion of this meeting may be viewed here:

https://banningca.granicus.com/player/clip/319?view_id=1&redirect=true

DRAFT

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Patrick Safari, Capital Improvement Projects Manager** **Art Vela, Director of Public Works**
MEETING DATE:	**June 9, 2026**
SUBJECT:	**Public Works Capital Improvement Project Tracking List**

STAFF RECOMMENDATION:

Receive and file

BACKGROUND:

To keep the City Council and the public informed of the progress and status of various capital improvement projects, staff has prepared the attached Public Works CIP Tracking List, which will be updated and presented on a monthly basis.

The tracking list includes planning, environmental, design, and construction contracts previously approved by the City Council and/or the City Manager's Office and currently managed by the Public Works Department.

JUSTIFICATION:

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

FISCAL IMPACT:

Not applicable.

ATTACHMENTS:

1. CIP Tracking List_May 2026.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	18%	Contract execution; project kickoff, grant reporting.	35% Caltrans Submittal; 10% UPRR Approval; FRA RCE Grant Application	25% UPRR Submittal, Environmental Assessments	12/31/27	$ 8,300,000
Streets	-	Highland Springs Avenue Interchange	PA&ED	40%	Highway Safety Manual 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;	Revised noise studies for new alternate, updated technical studies	Design Standard Risk Assessment; Value Analysis Report; Geometric Approval Document; R/W Data Sheets; Transp. Management Plan	12/31/27	$ 2,900,000
Streets	2020-04	Sun Lakes Blvd Extension	CEQA, PS&E	99%	Obtained environmental permits, complted PSE package.	Construction support	Complete environmental mitigationss	12/1/26	$ 1,248,026
Streets	2020-04	Sun Lakes Blvd Extension	Construction	2%	Construction project public advertising	Contractor performing clearing and grubbing the whole site including potholing of all utilties	Begin Kinder Morgan Relocation and Construction of the Reinforced Concrete Boxes at the Smith Creek crossings	7/30/27	$ 20,996,793
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 paused, due to rephase of RSG project and property acquisition needs	Resubmitted to Caltrans if needed. Caltrans encroachment permit issuance. Property acquisition (private party task)	6/1/26	$ 1,081,000
Streets	2022-05	HSIP Cycle 10 Omar/Ramsey Intersection Improvements	Construction	100%	Project Approved for Funding by the State. Proposal solicitation. Contract award.	Retention released	Caltrans post-construction review meeting	2/27/26	$ 649,954
Streets	2023-04	HSIP Cycle 10 Ramsey Street Pedestrian Safety Improvements	Construction	95%	Project Approved for Funding by the State. Project Awarded.	Construction is substantially completed. Waiting on long lead items such as street lights and	Pre-Construction review meeting with Caltrans.	4/14/26	$ 596,850
Streets	2023-09	HSIP Upgrade 17 Traffic Signals Hardware	PS&E	90%	Project approved for funding by Caltrans	STC Traffic Working on 90% Plans Submittal and Caltrans EP Approval	100% Plans Submittal and Approval	3/30/26	$ 74,760
Streets	2023-10	HSIP Pedestrian Crossings Upgrades at 19 Intersection	PS&E	80%	Project approved for funding by Caltrans	Consultant working on 90% plans	90% plan submittal	6/30/26	$ 86,075
Streets	2023-11	HSIP Wilson St & 12 St Intersection Upgrade	PS&E	10%	Project approved for funding by Caltrans	Consultant working on on 30% plan submittal	Submit 30% Plans	9/30/26	$ 41,665
Streets	2023-05	San Gorgonio/UPRR Pedestrian Crossing	Design	95%	Amendment 2 CC Approval. 65% Plans complete	Final Plans approved by UPRR, CUPC and Caltrans. C&M Agreement Draft	Approve C&M Agreement. Prepare Bid Documents	8/30/26	$ 230,000
Facility	2021-06	CNG Station	Design-Build	98%	Project is now substantially complete.	Project is now substantially complete.	Completion of final punchlist items. Notice of Completion	5/15/26	$ 4,888,261
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	10/31/26	$ 275,000
Facility	2024-02	City Hall HVAC Replacement	Construction	1%	Bid and award of contract	Finalize contracts	Construction	8/1/26	$ 188,000
Water	2018-02W-2	New Domestic Water Well C8 (Phase 2: Well Equipping and Site Development)	Construction	80%	Installed pump, above-ground piping, pump-to-waste, louvers, doors, CMU block. Completed curb, gutter, asphalt paving, drainage swale.	Finish roofing and truss system, Exterior finishes, Paint and coating	MCC, switchboard, VFD, Transfer switch, generator, start-up, O&M manuals, testing and training	7/30/26	$ 3,774,100
Water	2022-07W	Well M12A (Phase 2: Well Equipping an Site Development)	Construction	95%	Installed pump, above-ground piping, pump-to-waste, louvers, doors, CMU block, electrical units, testing, disinfection	Slurry seal asphalt	O&M manuals and training, completion of final punchlist items. Notice of completion	7/30/26	$ 2,684,990
Wastewater	2022-01WW	Wastewater Treatment Plant and Recycled Water Improvements	Phase 1 (Design)	30%	Received 10% BODR (Basis Of Design Report).	PDB team has provided updated quote on a packaged system, which is currently being evaluated.	Analyze the cost estimate and determine next steps.	4/30/26	$ 4,398,490
Wastewater	2020-08WW	WWTP Equalization Basin	Design/CEQA	95%	Completed 90% drawings review.	Development of 100% drawings; ~$1.25M EPA Community Grant has been issued.	Finalize 100% drawings; Approval to proceed with grant expenditures; Invitation for Bids.	6/1/26	$ 362,866
Recycled Water	2024-1RW	Charles Street and Lincoln Street Booster Station and Reservoirs	Construction	95%	Project was awarded, a NTP was issued followed by pre-con meeting and submittal reviews.	Finish installation of MCCs at Charles and Lincoln. Install Fiber Optic.	Energize both Sites	5/30/26	$ 10,160,200
Recycled Water	2023-06RW	Lions Park Non-Potable Water Conversion	Construction	100%	Project Awarded. Kick Off Meeting. Surveying and utility research	Release Retention	Warranty Period	3/31/26	$ 920,672
Electric		Sun Lakes Blvd Extension	Construction	2%	Application for SCE relocation work is complete. SCE joint trench plan estimated to be complete in August 2026.	Construction started on May 11. Contractor on site for clearing and grubbing whole site including potholing all utilities	Begin construction of concrete box culverts on the east side	7/30/27	$ 2,366,090

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 agreement and resubmit for City Council approval	Collect deposits from Robertson's Ready Mix and order materials for construction and schedule installation	12/30/26	$	425,000
Electric		12kV Reconductor on Barbour St at Hathaway	PS&E	95%	Alternative plan to address replacement of 4kV equipment at the site has been approved.	Negotiate cost sharing with property owners at 700 S Hathaway St for reduced scope of work for completing necessary upgrades to replace all 4kV equipment with 12kV equipment.	Make adjustments for current budget cycle and carry over to 2026/27 if needed. Current construction estimate is $125,000.	9/30/26	$	125,000
Electric		Mias Canyon Line Hardening	Design/MSHCP	100%	Line hardeining redesign completed. MSHCP Consistency ASnalysis has been completed and submitted to USFW/FEMA/CDFW/CalOES for review.	Coordinate with Riverside County and other participating jurisdictions to confirm incorporations of measures for consistency with the MSHCP.	Await determination on approval of federal grant funding and match funding thru CalOES	12/30/27	$	2,189,140
Electric		34.5kV Circuit Reroute	Construction	65%	16 of 26 poles have been replaced. Installation is being completed by BEU linemen.	Make adjustments for 2026/27 budget cycle to include funding for this project. Schedule construction for remaining poles	Complete installation of remaining poles and re-energize sub-transmission Circuit #1.	12/30/26	$	575,000

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Patrick Safari, Capital Improvement Projects Manager** **Art Vela, Director of Public Works**
MEETING DATE:	**June 9, 2026**
SUBJECT:	**Consideration of Resolution 2026-79 Approving Amendment No. 7 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an Additional Amount of $23,550 for Continued Environmental Support Services for the Sun Lakes Blvd Extension Project**

STAFF RECOMMENDATION:

Adopt Resolution 2026-79

BACKGROUND:

On April 14, 2020, City Council approved Resolution No. 2020-48 for Professional Services Agreement with Albert A. Webb Associates, Inc. (WEBB) for the design of the Sun Lakes Boulevard Extension Project in the amount of $548,416.05.

On July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project. The Agreement was subsequently amended two (2) times. The first amendment increased the funding by $12,000,000 and the second amendment increased the funding by $7,000,000 for a total of $20,000,000.

On February 11, 2022, a change order to the Professional Services Agreement with WEBB was approved for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25. The approval of this change order was within the City Manager approval authority.

On March 21, 2022, a change order to the Professional Services Agreement with WEBB was approved for out-of-scope work for the preparation of a sediment transport analysis in the amount of $5,974.88 to comply with requirement of the California Department Fish and Wildlife. The approval of this change order was within the City Manager approval authority.

On October 11, 2022, City Council adopted Resolution 2022-139 to rescind Resolution 2022-106 and to amend the Professional Services Agreement with WEBB (Amendment No. 1) to include additional compensation in the amount of $148,222 and extend the term of the agreement to June 30, 2024. Amendment No. 1 was for out-of-scope work such as storm drain system design, environmental coordination with RCA, supplemental environmental documentation and jurisdictional delineation and permitting. Amendment No. 1 increased the contract amount to $751,947.66.

On October 24, 2023, City Council adopted Resolution 2023-174, authorizing the Mayor to execute an Agreement for Measure A Regional Arterial (MARA) funding with the Riverside County Transportation Commission (RCTC) in the amount of $13,500,000 for the Construction of the Sun Lakes Boulevard Extension Project.

On October 24, 2023, City Council adopted Resolution 2023-175 to amend the Professional Services Agreement with WEBB (Amendment No.2) to include additional compensation in the amount of $496,079 for continued design of the Sun Lakes Boulevard Extension. Amendment No. 2 increased the contract amount to $1,248,026.66.

On January 6, 2025, City staff amended the Professional Services Agreement with WEBB (Amendment No.3) to extend the Term of Agreement to June 30, 2026.

On May 27, 2025, City Council adopted Resolution 2025-70 to amend the Professional Services Agreement with WEBB (Amendment No.4) to include additional compensation in the amount of $57,080 for environmental permitting related biological studies for the Sun Lakes Boulevard Extension. Amendment No. 4 increased the contract amount to $1,305,106.66.

On August 26, 2025, City Council adopted Resolution 2025-116 to amend the Professional Services Agreement with WEBB (Amendment No.5) to include additional compensation in the amount of $59,600 for engineering and environmental permitting services for the Sun Lakes Boulevard Extension. Amendment No. 5 increased the contract amount to $1,364,706.66.

On March 24, 2026, City Council adopted Resolution 2026-56 to amend the Professional Services Agreement with WEBB (Amendment No.6) to include additional compensation in the amount of $78,624 for construction engineering support services. Amendment No. 6 increased the contract amount to $1,443,330.66 and extended the Agreement Term to December 31, 2026.

On May 13, 2026, WEBB submitted a proposal (Change Order No. 8) outlining the necessary environmental services for Offsite Compensatory Mitigation Support in the amount of $23,550. The scope of work under this Amendment No. 7 includes management and coordination support for mitigation associated with regulatory permits which include:

- Permits from the California Department of Fish and Wildlife (CDFW) and the Colorado Regional Water Quality Control Board (RWQCB) for impacts to jurisdictional waters.
- An Incidental Take Permit (ITP) from CDFW for Bombus Crotchii (Crotch bumble bee).

Contract Summary:

Original Contract	$ 548,416.05
Change Order No. 1	$ 24,983.25
Change Order No. 2	$ 5,974.88
Change Order No. 3	$ 148,222.00
Contingency	$ 24,351.48
Change Order No. 4	$ 496,079.00
Change Order No. 5	$ 57,080.00
Change Order No. 6	$ 59,600.00
Change Order No. 7	$ 78,624.00
Change Order No. 8	**$ 23,550.00**
Total Contract Value	**$1,466,880.66**

JUSTIFICATION:

Sun Lakes Boulevard is identified by the City of Banning General Plan Circulation Element as an Arterial Highway. The proposed extension of Sun Lakes Boulevard will ease traffic congestion on existing city streets; improve public safety and emergency response; and improve regional connectivity.

Approving Amendment No. 7 is critical to ensuring a successful construction phase. By securing WEBB's environmental support during construction, the City will have the necessary resources to navigate complex permittee responsible mitigation requirements, maintain regulatory compliance with CDFW and RWQCB, track progress by the Inland Empire Resource Conservation District and Rivers (IERCD) and Lands Conservancy, and avoid potential enforcement actions or project delays.

FISCAL IMPACT:

An appropriation from the Measure A Fund in the amount of $23,550 to Account No. 101-4900-431.93-16 is necessary to fund Amendment No. 7.

The additional project costs are eligible and expected to be reimbursed through TUMF Funds administered by WRCOG and MARA Funds administered by RCTC. The City has secured a total of $33,500,000 from these sources for the project.

ATTACHMENTS:

1. Resolution 2026-79.docx
2. Resolution No. 2026-56.pdf
3. Resolution No. 2025-116.pdf
3. Resolution No. 2025-070.pdf
4. Resolution No. 2023-175.pdf
4. Resolution No. 2023-174.pdf
5. Resolution No. 2022-139.pdf
5. Resolution No. 2020-097.pdf
6. Resolution No. 2020-048.pdf
6. Original Services Agreement.pdf
7. Amendment #1.pdf
8. Amendment #2.pdf
10. Amendment #3.pdf
12. Amendment #4.pdf
13. Amendment #5.pdf
15. Amendment #6.pdf
17. Change Orders #1,2 and 3.pdf
18. Change Order #4.pdf
19. Change Order #5.pdf
20. Change Order #6.pdf
21. Change Order #7.pdf
22. Change Order #8.pdf

RESOLUTION 2026-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 7 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES, INC. FOR AN ADDITIONAL AMOUNT OF $23,550 FOR CONTINUED ENVIRONMENTAL SUPPORT SERVICES.

WHEREAS, on April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension in the amount of $548,416.05; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project. The Agreement was subsequently amended two (2) times. The first amendment increased the funding by $12,000,000 and the second amendment increased the funding by $7,000,000 for a total of $20,000,000; and

WHEREAS, on February 11, 2022, change order no.1 to the Professional Services Agreement with WEBB was approved for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25; and

WHEREAS, on March 21, 2022, a change order no.2 to the Professional Services Agreement with WEBB was approved for out-of-scope work including a sediment transport analysis in the amount of $5,974.88; and

WHEREAS, on October 11, 2022, City Council adopted Resolution 2022-139 to rescind Resolution 2022-106 and to amend the Professional Services Agreement with WEBB ("Amendment No. 1") to include additional compensation in the amount of $148,222 (change order no.3) and extend the term of the agreement to June 30, 2024. Amendment No. 1 was for out-of-scope work such as storm drain system design, environmental coordination with RCA, supplemental environmental documentation and jurisdictional delineation and permitting. Amendment No. 1 increased the contract amount to $751,947.66; and

WHEREAS, On October 24, 2023, City Council adopted Resolution 2023-174, authorizing the Mayor to execute an Agreement for Measure A Regional Arterial (MARA) funding with the Riverside County Transportation Commission (RCTC) in the amount of $13,500,000 for the Construction of the Sun Lakes Boulevard Extension Project; and

WHEREAS, on October 24, 2023, City Council adopted Resolution 2023-175 to amend the Professional Services Agreement with WEBB ("Amendment No.2") to include additional compensation in the amount of $496,079 for continued design of the Sun Lakes Boulevard Extension increasing the contract amount to $1,248,026.66; and

WHEREAS, On January 6, 2025, City staff amended the Professional Services Agreement with WEBB ("Amendment No.3") to extend the Term of Agreement to June 30, 2026; and

WHEREAS, On May 27, 2025, City Council adopted Resolution 2025-70 to amend the Professional Services Agreement with WEBB ("Amendment No.4") to include additional

compensation in the amount of $57,080 for environmental permitting related biological studies for the Sun Lakes Boulevard Extension increasing the contract amount to $1,305,106.66; and

WHEREAS, On August 26, 2025, City Council adopted Resolution 2025-116 to amend the Professional Services Agreement with WEBB ("Amendment No.5") to include additional compensation in the amount of $59,600 for engineering and environmental permitting services for the Sun Lakes Boulevard Extension increasing the contract amount to $1,364,706.66; and

WHEREAS, On March 24, 2026, City Council adopted Resolution 2026-56 to amend the Professional Services Agreement with WEBB ("Amendment No.6") to include additional compensation in the amount of $78,624 for construction engineering support services increasing the contract amount to $1,443,330.66 and extended the Agreement Term to December 31, 2026; and

WHEREAS, On May 13, 2026, WEBB submitted a proposal (Change Order No. 8) outlining the necessary environmental services for Offsite Compensatory Mitigation Support in the amount of $23,550; and

WHEREAS, an appropriation from the Measure A Fund in the amount of $23,550 to Account No. 101-4900-431.93-16 is necessary to fund Amendment No.6; and

WHEREAS, the additional project costs are eligible and expected to be reimbursed through TUMF Funds administered by WRCOG and MARA Funds administered by RCTC totaling $33,500,000.

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

SECTION 1. The City Council approves Amendment No. 7 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional amount of $23,550 for environmental support services for Sun Lakes Boulevard Extension.

SECTION 2. The City Council authorizes the City Manager, or their designee, to execute Amendment No.7 to the Professional Services Agreement with Albert A. Webb Associates, Inc.

SECTION 3. City Council authorizes the City Manager to make necessary non-substantive changes and execute Amendment No.7 to the Professional Services Agreement with Albert A. Webb 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 9th day of June 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-79, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of June 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A
Amendment No.7 to the Professional Services Agreement with WEBB

RESOLUTION 2026-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES, INC. FOR AN ADDITIONAL AMOUNT OF $78,624 FOR CONSTRUCTION ENGINEERING SUPPORT SERVICES AND EXTENDING THE AGREEMENT TERM TO DECEMBER 31, 2027, FOR THE SUN LAKES BOULEVARD EXTENSION PROJECT.

WHEREAS, on April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension in the amount of $548,416.05; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project. The Agreement was subsequently amended two (2) times. The first amendment increased the funding by $12,000,000 and the second amendment increased the funding by $7,000,000 for a total of $20,000,000; and

WHEREAS, on February 11, 2022, change order no.1 to the Professional Services Agreement with WEBB was approved for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25; and

WHEREAS, on March 21, 2022, a change order no.2 to the Professional Services Agreement with WEBB was approved for out-of-scope work including a sediment transport analysis in the amount of $5,974.88; and

WHEREAS, on October 11, 2022, City Council adopted Resolution 2022-139 to rescind Resolution 2022-106 and to amend the Professional Services Agreement with WEBB ("Amendment No. 1") to include additional compensation in the amount of $148,222 (change order no.3) and extend the term of the agreement to June 30, 2024. Amendment No. 1 was for out-of-scope work such as storm drain system design, environmental coordination with RCA, supplemental environmental documentation and jurisdictional delineation and permitting. Amendment No. 1 increased the contract amount to $751,947.66; and

WHEREAS, On October 24, 2023, City Council adopted Resolution 2023-174, authorizing the Mayor to execute an Agreement for Measure A Regional Arterial (MARA) funding with the Riverside County Transportation Commission (RCTC) in the amount of $13,500,000 for the Construction of the Sun Lakes Boulevard Extension Project; and

WHEREAS, on October 24, 2023, City Council adopted Resolution 2023-175 to amend the Professional Services Agreement with WEBB ("Amendment No.2") to include additional compensation in the amount of $496,079 for continued design of the Sun Lakes Boulevard Extension increasing the contract amount to $1,248,026.66; and

WHEREAS, On January 6, 2025, City staff amended the Professional Services Agreement with WEBB ("Amendment No.3") to extend the Term of Agreement to June 30, 2026; and

WHEREAS, On May 27, 2025, City Council adopted Resolution 2025-70 to amend the Professional Services Agreement with WEBB ("Amendment No.4") to include additional compensation in the amount of $57,080 for environmental permitting related biological studies for the Sun Lakes Boulevard Extension increasing the contract amount to $1,305,106.66; and

WHEREAS, On August 26, 2025, City Council adopted Resolution 2025-116 to amend the Professional Services Agreement with WEBB ("Amendment No.5") to include additional compensation in the amount of $59,600 for engineering and environmental permitting services for the Sun Lakes Boulevard Extension increasing the contract amount to $1,364,706.66; and

WHEREAS, as the Sun Lakes Boulevard Extension Project moves from the design phase into construction, additional engineering support services are required to assist the City's Construction Management team including construction engineering administration and coordination; materials submittals review; Requests for Information (RFI) reviews and responses; construction progress meetings attendance; grading quantity verification; and preparation of final record drawings; and

WHEREAS, an appropriation from the Measure A Fund in the amount of $78,624 to Account No. 101-4900-431.93-16 is necessary to fund Amendment No.6; and

WHEREAS, the additional project costs are eligible and expected to be reimbursed through TUMF Funds administered by WRCOG and MARA Funds administered by RCTC totaling $33,500,000.

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

SECTION 1. The City Council approves Amendment No. 6 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional amount of $78,624 for construction engineering support services for Sun Lakes Boulevard Extension.

SECTION 2. The City Council authorizes the City Manager, or their designee, to execute Amendment No.6 to the Professional Services Agreement with Albert A. Webb Associates, Inc.

SECTION 3. City Council authorizes the City Manager to make necessary non-substantive changes and execute Amendment No.6 to the Professional Services Agreement with Albert A. Webb 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 24th day of March 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-56, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of March 2026 by the following vote, to wit:

AYES: Barrington, Flynn, Miller, Royce, Wallace

NOES: None

ABSENT: None

ABSTAIN: None

Sandra Calderon

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A
Amendment No.6 to the Professional Services Agreement with WEBB

AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 6") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty-One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23, 2022, City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty Eight Thousand Two Hundred Twenty Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty One Thousand Nine Hundred Forty Seven Dollars and Sixty Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the

Contract Sum by Four Hundred Ninety Six Thousand Seventy Nine Dollars ($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty Eight Thousand Twenty Six Dollars and Sixty Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. On May 27, 2025, City and Consultant amended the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-Six Cents ($1,305,106.66) as approved by City Council Resolution No. 2025-070.

I. On August 26, 2025, City and Consultant amended the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Sixty-Four Thousand Seven Hundred Six Dollars and Sixty-Six Cents ($1,364,706.66) as approved by Council Resolution No 2025-116.

J. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to December 31, 2027, and increase the Contract Sum to One Million Four Hundred Forty-Three Thousand Three Hundred Thirty Dollars and Sixty-Six Cents ($1,443,330.66).

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. 6 shall not exceed Seventy-Eight Thousand Six Hundred Twenty-Four Dollars ($78,624.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Four Hundred Forty-Three Thousand Three Hundred Thirty Dollars and Sixty-Six Cents ($1,443,330.66).

1.2 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through December 31, 2027, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 6, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, 4, and 5, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 6, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 6. In the event of a conflict between the provisions of this Amendment

No. 6 and the provisions of the Agreement or Amendments No. 1 through 6, the provisions of this Amendment No. 6 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. 6.

2.3 Authority. The persons executing this Amendment No. 6 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. 6 on behalf of said party, (iii) by so executing this Amendment No. 6, such party is formally bound to the provisions of this Amendment No. 6, and (iv) entering into this Amendment No. 6 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 6 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. 6 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
_____	_____
Elizabeth Gibbs, City Manager	NAME: TITLE:
City Council Approval: _____	_____ NAME: TITLE:

ATTEST:

_____
Sandra Calderon
Administrative City Clerk

APPROVED AS TO FORM:
Slovak, Baron, Empey, Murphy & Pinkney LLP

_____
John O. Pinkney
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.

ALBERT A. WEBB ASSOCIATES

January 15, 2026

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220
Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 7- Proposal for Construction Engineering Support Services
Project: Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Albert A. WEBB Associates (WEBB) respectfully submits this proposal to provide Construction Engineering Support Services for the Sun Lakes Boulevard Extension Project. These services are designed to support the City of Banning during the construction phase of the Project and are consistent with the approved plans, technical specifications, City of Banning standards, and the Standard Specifications for Public Works Construction (Green Book).

WEBB has been contracted by the City of Banning to provide engineering services for the Sun Lakes Boulevard Extension Project. As the Project transitions into construction, additional engineering support is required to assist the City with material submittal reviews, responses to Requests for Information (RFIs), verification of grading quantities, preparation of record drawings, and participation in construction progress meetings.

The following proposal outlines WEBB's understanding of the Project, the Exhibit "A" scope of services to be provided, and the Exhibit "B" proposed compensation for the scope of services.

If you find this proposal acceptable, please issue a contract amendment or task authorization to proceed. We appreciate the opportunity to continue supporting the City of Banning on the Sun Lakes Boulevard Extension Project. If you have any questions, please do not hesitate to contact me at 951-830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES

Dilesh Sheth

Dilesh Sheth, PE, TE
Senior Vice President

PROJECT UNDERSTANDING

The Sun Lakes Boulevard Extension Project includes roadway, drainage, utility, signing, and striping, as well as related infrastructure improvements, between Highland Home Road and Sunset Avenue. During construction, the City requires ongoing engineering support to ensure the Project is constructed in general conformance with the approved plans, specifications, and City standards, while addressing field conditions, coordination issues, and Contractor inquiries.

The City will provide the construction management and inspection services, while WEBB will provide construction engineering support services.

EXHIBIT "A" SCOPE OF SERVICES

Task 1 – Construction Engineering Administration and Coordination

WEBB will provide construction engineering support throughout the duration of construction, including:

- Coordination with the City Construction Manager, Resident Engineer/Inspector, and Contractor
- Interpretation of approved plans, specifications, and contract documents
- Engineering support related to constructability and field conditions
- Identification of potential impacts to design intent, scope, or schedule for City consideration

Task 2 – Material Submittal Review

WEBB will review Contractor material submittals for general conformance with the Contract Documents prior to construction or installation.

Services include:

- Logging and tracking submittals
- Coordinating multi-discipline reviews, as required
- Providing consolidated written comments and disposition
- Reviewing resubmittals until an acceptable status is achieved
- Includes a total of 20 submittal and resubmittal reviews, with an average of 1 hour of Engineer review time and 0.5 hour of Project Coordinator time per review.

Required Material Submittals (as applicable):

- Traffic Control Plans
- SWPPP / WPCP (QSD/QSP certifications)
- Earthwork and import/borrow material data
- Aggregate base and asphalt mix designs
- Portland cement concrete mix designs
- ADA detectable warning surfaces
- Storm drain pipe, structures, and appurtenances
- Signing, striping, and traffic control devices

- Erosion control and BMP products
- Final material certifications and warranties

Task 3 – Requests for Information (RFI) Review and Response

WEBB shall provide comprehensive engineering support for the review, evaluation, coordination, and response to Contractor RFIs.

Services include:

- Logging and tracking RFIs
- Reviewing RFIs for completeness and clarity
- Coordinating internally across disciplines
- Coordinating with City staff when RFIs may affect scope, cost, or schedule
- Preparing written responses consistent with City standards

RFIs shall be categorized by complexity to define the level of engineering effort required:

A. Simple RFIs (10)

Typically include:

- Clarification of notes, dimensions, quantities, or plan references
- Interpretation of standard details or specifications
- Field questions that can be resolved without design modification

Services include:

- Review and written response
- Minor plan markup or reference to contract documents. Includes a total of 10 RFIs, with an average of 2 hours of the Engineer's time and 1 hour of the Project Coordinator and Project Manager's time per RFI.

B. Medium-Complexity RFIs (5)

Typically include:

- Coordination between multiple disciplines
- Minor design refinements or field-driven adjustments
- Utility or drainage clarifications requiring limited analysis
- Supplemental sketches or exhibits

Services include:

- Internal coordination and technical evaluation
- Preparation of clarification sketches or exhibits
- Written response with supporting documentation
- Medium plan markup or reference to contract documents. Includes a total of 5 RFIs, with an average of 4 hours of the Engineer's time and 1 hour of the Project Coordinator's time per RFI.

C. Complex RFIs (5)

Typically include:

- Differing site conditions
- Conflicts with existing utilities
- Discrepancies between plans and field conditions
- Utility conflicts requiring evaluation of alternatives
- Drainage, grading, or roadway geometry impacts
- RFIs with potential cost, schedule, or scope implications
- Issues requiring coordination with outside agencies or third parties

Services include:

- Engineering analysis and evaluation of alternatives
- Coordination meetings with the City and project stakeholders
- Preparation of detailed response narratives and supporting exhibits
- Plan markup or reference to contract documents. Includes a total of 5 RFIs, with an average of 8 hours of the Engineer's time and 1 hour of the Project Coordinator's time per RFI.

Identification of potential impacts for City consideration

Task 4 – Construction Progress Meetings

WEBB will attend construction progress meetings (a total of 24) as requested by the City, 8 in-person meetings and 16 virtual meetings.

Task 5 – Grading Quantity Verification

WEBB shall perform grading quantity calculations for earthwork pay quantities based on survey data provided by the Contractor.

Services include:

- Review of Contractor-provided pre- and post-construction survey surfaces
- Independent calculation of excavation, fill, and import/export quantities
- Coordination with City staff and the Inspector to resolve discrepancies

All field surveying shall be performed by the Contractor. WEBB's role is limited to office-based quantity verification.

Task 6 – Record Drawings (As-Built Plans)

WEBB shall prepare Record Drawings for City acceptance.

Services include:

- Incorporating approved RFIs, field directives, and clarifications
- Reviewing Contractor redline drawings

- Updating plan sheets to reflect final constructed conditions

Record Drawings shall be based on information provided by the Contractor and City. WEBB shall not be responsible for independent field verification.

EXHIBIT "B" COMPENSATION FOR SCOPE OF SERVICES

WEBB proposes to provide the Construction Engineering Support Services on a **time-and-materials basis**, billed monthly in accordance with the attached Schedule of Fees.

The total fee for services described in Exhibit "A" shall **not exceed $78,624** without prior written authorization from the City.

Item	Description	Dilesh R. Sheth, Principal II	Eric Hays, Principal II	Myung G. Choo, Principal II	Ranjit Singh, Principal I	Son H. Le, Senior I	Deborah A. Saulina, Assistant V	Total Hours	Total/task[1]
	Billout Rate	$ 312	$ 312	$ 312	$ 298	$ 258	$ 196		
Task 1	**Construction Engineering Administration & Coordination**	8	4		8		4	24	$ 6,912
1.1	Construction Engineering Administration & Coordination	8	4		8		4	24	$ 6,912
Task 2	**Material Submittal Review**			8	10	2	10	30	$ 7,952
2.1	Material Submittal Review			8	10	2	10	30	$ 7,952
Task 3	**Request for Information (RFI) Review and Response**	15		34	46		15	110	$ 31,936
3.1	Simple RFIs (10)	5		10	10		5	30	$ 8,640
3.2	Medium - Complexity RFI (5)	5		8	12		5	30	$ 8,612
3.3	Complex RFIs (5)	5		16	24		5	50	$ 14,684
Task 4	**Construction Progress Meetings**	32			12			44	$ 13,560
4.1	Virtual Construction Progress Meetings (24)	32			12			44	$ 13,560
Task 5	**Grading Quantity Verification**	6		24			2	32	$ 9,752
5.1	Grading Quantity Verification	6		24			2	32	$ 9,752
Task 6	**Record Drawings (As-Built Plans)**	2		8	12	4	4	30	$ 8,512
6.1	Prepare As-Built Drawings	2		8	12	4	4	30	$ 8,512
Total		63	4	74	88	6	35	270	$ 78,624

RESOLUTION 2025-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES, INC. FOR AN ADDITIONAL AMOUNT OF $59,600 FOR ENGINEERING AND ENVIRONMENTAL PERMITTING SERVICES FOR THE SUN LAKES BOULEVARD EXTENSION PROJECT.

WHEREAS, on April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension in the amount of $548,416.05; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project; and

WHEREAS, on February 11, 2022, a change order (change order 1) to the Professional Services Agreement with WEBB was approved for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25; and

WHEREAS, on March 21, 2022, a change order (change order 2) to the Professional Services Agreement with WEBB was approved for out-of-scope work including a sediment transport analysis in the amount of $5,974.88; and

WHEREAS, on October 11, 2022, City Council adopted Resolution 2022-139 to rescind Resolution 2022-106 and to amend the Professional Services Agreement with WEBB ("Amendment No. 1") to include additional compensation in the amount of $148,222 (change order 3) and extend the term of the agreement to June 30, 2024. Amendment No. 1 was for out-of-scope work such as storm drain system design, environmental coordination with RCA, supplemental environmental documentation and jurisdictional delineation and permitting. Amendment No. 1 increased the contract amount to $751,947.66; and

WHEREAS, on October 24, 2023, City Council adopted Resolution 2023-175 to amend the Professional Services Agreement with WEBB ("Amendment No.2") to include additional compensation in the amount of $496,079 for continued design of the Sun Lakes Boulevard Extension increasing the contract amount to $1,248,026.66; and

WHEREAS, On January 6, 2025, City staff amended the Professional Services Agreement with WEBB ("Amendment No.3") to extend the Term of Agreement to June 30, 2026; and

WHEREAS, On May 27, 2025, City Council adopted Resolution 2025-70 to amend the Professional Services Agreement with WEBB ("Amendment No.4") to include additional compensation in the amount of $57,080 for environmental permitting related biological studies for the Sun Lakes Boulevard Extension increasing the contract amount to $1,305,106.66; and

WHEREAS, the scope of work includes Incidental Take Permit (ITP) application, Crotch's Bumble Bee (CBB) Habitat Assessment of Offsite Mitigation Site, UAV Drone Survey, WEBB meetings and coordination and updated street and storm drain plans; and

WHEREAS, the scope of work change is essential to meet environmental mitigation requirements and to make sure that the project construction phase begins on time; and

WHEREAS, Amendment No.5 will amend the Professional Services Agreement by adding an additional $59,600 to cover Change Order No.6; and

WHEREAS, an appropriation from the Measure A Fund in the amount of $59,600 to Account No. 101-4900-431.93-16 is necessary to cover the change orders; and

WHEREAS, the project is funded by the TUMF program up to $12,000,000, therefore the additional expenditure related to Amendment No. 5 will be reimbursed by the TUMF program.

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

SECTION 1. The City Council approves Amendment No. 5 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional $59,600 for the Design of Sun Lakes Boulevard Extension.

SECTION 2. City Council authorizes the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to Amendment No. 5 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the Design of Sun Lakes Boulevard Extension.

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.

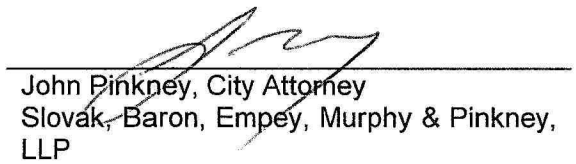
PASSED, APPROVED AND ADOPTED this 26th day of August 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative
City Clerk
City of Banning

APPROVED AS TO FORM:



John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-116, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of August 2025 by the following vote, to wit:

AYES: Barrington, Flynn, Miller, Royce, Wallace

NOES: None

ABSENT: None

ABSTAIN:None

Sandra Calderon

Sandra Calderon, Acting Administrative City Clerk
City of Banning, California

EXHIBIT A
Amendment No.5 to the Professional Services Agreement with WEBB

AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 5") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. On May 27, 2025, City and Consultant amended the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-Six Cents. ($1,305,106.66) as approved by City Council Resolution No. 2025-070.

I. City and Consultant now desire to amend the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Sixty-Four Thousand Seven Hundred Six Dollars and Sixty-Six Cents. ($1,364,706.66).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment "1", attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 4 shall not exceed Fifty-Nine Thousand Six Hundred Dollars ($59,600.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Three Hundred Sixty-Four Thousand Seven Hundred Six Dollars and Sixty-Six Cents. ($1,364,706.66).

Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 5, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, 4, and 5, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 5. In the event of a conflict between the provisions of this Amendment No. 5 and the provisions of the Agreement or Amendments No. 1 through 5, the provisions of this Amendment No. 5 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. 5.

2.3 Authority. The persons executing this Amendment No. 5 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. 5 on behalf of said party,

(iii) by so executing this Amendment No. 5, such party is formally bound to the provisions of this Amendment No. 5, and (iv) entering into this Amendment No. 5 does not violate any provision of any other agreement to which said party is bound.

1.3 Counterparts. This Amendment No. 5 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

1.4 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. 5 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	

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.

ALBERT A. WEBB ASSOCIATES

August 8, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 6 - Additional Environmental and Engineering Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to our discussion on July 3, 2025 and August 5, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. The previous contract amendment authorized WEBB to conduct surveys for the Crotch's bumble bee (*Bombus crotchii*, CBB) within the Project limits. CBB is a candidate for listing under the California Endangered Species Act and therefore treated as a listed species by the California Department of Fish and Wildlife (CDFW). The surveys were needed to comply with the Project's CEQA mitigation measures and the forthcoming Streambed Alteration Agreement from CDFW. WEBB partnered with Osprey Environmental Associates who maintains the required credentials to survey for CBB.

The bee was found within the Project limits on June 27, 2025. Therefore, this contract amendment reflects the anticipation that the City will need an Incidental Take Permit (ITP) for CBB from CDFW and that the offsite mitigation proposed for mitigating the Project's jurisdictional impacts may also be required to include mitigation for CBB.

In addition, the City has been coordinating with Kinder Morgan on the relocation of their fuel lines within the Sun Lake Boulevard project limits. Last week, Kinder Morgan requested that the slope be moved 50 feet to the north along the eastern project boundary. This proposed change will require revisions to the street improvement plans, including the relocation of the storm drain outlet. In addition, preparation of the slope & drainage and the temporary construction easement documents. The City is requesting a contract amendment to revise the street & storm drain improvement plans and easement document to accommodate Kinder Morgan's request.

Finally, the City is preparing for pre-construction and construction surveys and has requested WEBB to provide archaeological and paleontological support for CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work

Task 1: Incidental Take Permit (ITP) Application

Osprey will prepare a complete ITP application that addresses potential impacts to CBB. The ITP application will include the following components:

1. Project Description

A detailed description of the proposed project, including scope, purpose, construction activities, and schedule, emphasizing elements relevant to biological resources and potential impacts to CBB.

2. Project Location

A clear and accurate description of the project location, including jurisdiction, parcel boundaries, and regional context. GIS-based mapping will support this section, showing the spatial relationship of project elements to known CBB habitat.

3. Take Analysis

Assess the likelihood, nature, and extent of incidental take resulting from proposed project activities. This will include direct (e.g., crushing during grading) and indirect (e.g., habitat degradation) take mechanisms and their anticipated frequency and scale.

4. Impact Analysis

Evaluate the biological significance of the anticipated take, with an emphasis on how project-related impacts may affect local CBB populations. This will include discussion of habitat quality, floral resource availability, and the role of the site in the species' life cycle.

5. Jeopardy Analysis

Assess whether issuance of the ITP would jeopardize the continued existence of CBB. This analysis will include:

- A review of known population trends and range contractions
- Evaluation of existing threats to CBB (e.g., pesticides, habitat loss)
- Consideration of cumulative impacts from related or nearby projects (*if data is available)
- An assessment of how project mitigation and minimization measures offset potential risk to the species' long-term survival and reproductive success

6. Minimization and Mitigation Measures

Propose feasible and enforceable measures to avoid, minimize, and fully mitigate impacts. These may include:

- Seasonal work windows
- Designated biologist oversight
- Daily biological sweeps
- No-disturbance buffers around observed individuals or nests
- Restoration or enhancement of temporarily disturbed habitat
- Permanent preservation of habitat at a 1:1 or greater ratio

7. Monitoring and Reporting Plan

Develop a monitoring plan to document implementation and effectiveness of all minimization and mitigation measures. This may include photo documentation, habitat success criteria, and adaptive management triggers.

8. Funding and Implementation

Describe the funding sources and financial assurances that are available to fully implement the ITP requirements, including habitat restoration, long-term management, and any required endowment contributions.

Osprey will be available to coordinate directly with CDFW staff throughout the application process to facilitate review and respond to any requests for additional information. We will prepare and submit the

ITP package in a format consistent with CDFW's current guidelines and expectations. This scope assumes up to two meetings will be required to discuss the findings and ITP application.

Task 2: CBB Habitat Assessment of Offsite Mitigation Site (APNs 532-180-049 and -017)

The City owns two parcels that have been identified in the Project's regulatory permit applications to serve as offsite mitigation for jurisdictional impacts. The riparian/riverine portions of these parcels have already been surveyed by Osprey for suitability as mitigation for jurisdictional impacts; however, the survey did not assess whether it also contained suitable habitat for mitigation for CBB. Therefore, Osprey will conduct a biological assessment of the parcels to evaluate their suitability to support CBB habitat. This task will include both a comprehensive desktop review and a reconnaissance-level field assessment.

The desktop review will include a thorough analysis of relevant environmental databases and datasets, including but not limited to the California Natural Diversity Database (CNDDB) and applicable citizen science databases such as iNaturalist and the Xerces Society's California Bumble Bee Atlas. This review will assess the historical and recent documentation of CBB in the vicinity of the proposed mitigation parcels.

Following the literature review, Osprey biologists will conduct a field-based reconnaissance survey by foot to assess site conditions and determine habitat suitability for CBB. The survey will evaluate the presence and quality of key habitat features such as floral diversity and abundance, availability of nesting substrates (e.g., rodent burrows, thatch layers), and potential overwintering habitat. All blooming species observed will be recorded and mapped using GPS and/or GIS, and vegetation communities will be broadly classified to inform mitigation potential.

Upon completion of these efforts, Osprey will prepare a summary letter report detailing the findings of both the desktop and field assessments. The report will include a habitat suitability evaluation, mapped habitat features, and a discussion of the site's potential to serve as suitable mitigation for CBB under the California Endangered Species Act. This information will serve as baseline data to inform future coordination with the California Department of Fish and Wildlife and support Incidental Take Permit planning and review processes.

Task 3: Task 3. UAV (Drone) Survey(s) (Optional)

As an optional task, Osprey can perform a drone-based aerial survey of the two mitigation parcels identified in Task 2 to generate a high-resolution orthomosaic basemap. This product will provide a current, spatially accurate representation of site conditions, aiding in the visualization of habitat features and supporting documentation for mitigation planning.

The UAV survey will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC), accompanied by a qualified visual observer, in full compliance with FAA Part 107 regulations. Collected imagery will be processed into georeferenced orthomosaics suitable for GIS integration. The resulting basemap will enhance coordination with regulatory agencies, support comparative analyses over time, and provide a detailed visual record for future project documentation.

Drone survey data can be integrated into all deliverables prepared under Task 1 and Task 2 and will serve as a valuable resource for informing future monitoring, restoration planning, or adaptive management efforts on the mitigation parcels.

Task 4: WEBB Meetings and Coordination

WEBB has included 28 hours for meetings and coordination associated with Tasks 1-3 and Task 6. This includes reviewing documents, attending meetings, and coordinating with the City, and Morongo Band of Missions Indians for the tribal monitoring services agreement.

Task 5: Revise Street & Storm Drain Improvement Plans and Prepare Easement Documents

As part of the contract amendment, we will revise the street and storm drain improvement plans for the Sun Lake Boulevard project to incorporate design changes requested by Kinder Morgan. They have asked for the top of the slope to be moved 50 feet to the north along the eastern project boundary to accommodate the relocation of their existing fuel lines. In response, we will coordinate with the City to confirm the revised alignment and any right-of-way impacts. We will update the street improvement plans to reflect the new slope location and associated grading modifications. Additionally, we will revise the storm drain system design, including the relocation of the existing storm drain outlet and any affected infrastructure. We will prepare the slope & drainage and temporary construction easement (TCE) legal and plats. Our scope includes updating the relevant plan sheets, profiles, and details; providing revised quantities and construction cost estimates; and submitting the updated plans and easement documents for City review. We will also incorporate one round of review comments as part of this task.

Task 6: Archaeological and Paleontological Mitigation Measures

WEBB will partner with CRM Tech to provide the City with the qualified archaeologists and paleontologists in order to fulfill CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work: Preparation of the Paleontological Resource Impact Mitigation Program Document

CEQA mitigation measure **MM GEO-2** states that prior to the commencement of ground-disturbing activities, the Project Paleontologist (retained under **MM GEO-1**) shall prepare and implement a Paleontological Resource Impact Mitigation Program (PRIMP) for the Project. The PRIMP will describe the monitoring required during excavations that extend into locations of areas deemed to have a high paleontological resource potential, which include older Holocene-age and Pleistocene-age alluvial deposits. To meet the requirement to develop this document for this project, CRM TECH will review pertinent geological and paleontological documents available for the project area and vicinity and review the geotechnical study completed for the project as well as the site plan and grading plans. This information will be synthesized into a site-specific Program document that will outline the procedures for paleontological monitoring and for the proper treatment of all paleontological resources that may be encountered while monitoring the earth-disturbing activities associated with the project, as per the conditions for this project.

Scope of Work: Preparing and Presenting the Paleontological Worker's Environmental Awareness Program

CEQA mitigation measure **MM GEO-1** states that in order to educate the construction contractor and each of the construction crews about the types of paleontological resources that may be encountered along the Sun Lakes Boulevard Extension Project, prior to the start of the construction, the City of Banning shall retain a professional paleontologist (the "Project Paleontologist") to prepare a Paleontological Worker Environmental Awareness Program (WEAP). The Paleontological WEAP shall be taped and presented to any construction crew members not present at the preconstruction meeting during which it was initially presented prior to such crew members working on the Sun Lakes Boulevard Extension Project. To prepare for and present the training program, CRM TECH will review the available paleontological information for the study area and vicinity; collect information about the types fossils that might be present in the project area; gather examples of fossils (or photographs of fossils), maps, contact information, and other data for use during the training session; review and compile information regarding the monitoring activities including safety measures and the procedures to be followed during ground disturbance in sensitive areas and protocols that apply in the event that resources are discovered. This information will be assembled so that it can be presented in an easily understood, comprehensive Worker Environmental Awareness Program regarding paleontological resources.

Budget

Our proposed budget for the services listed herein will be billed on a not-to-exceed time and materials (T&M) basis according to our existing contract for a total not to exceed of **$59,600.**

	Environmental & Engineering Services	Fee
Task 1.	(Osprey) Preparation of CDFW ITP Application for the Crotch's Bumble Bee	$ 15,530
Task 2.	(Osprey) Biological Assessment for Potential Crotch's Bumblebee Mitigation Site(s) APNs: 532-180-049 & 532-180-017	$ 5,750
Task 3.	(Osprey) UAV (Drone) Survey (Optional)	$ 1,960
Task 4.	(WEBB) meetings and coordination, and tribal monitoring services agreement with Morongo Band of Mission Indians	$ 5,690
Task 5.	(WEBB) Revise Street & Storm Drain Improvement Plans and Prepare Easement Documents	$ 25,540
Task 6.	(CRM Tech) Prepare PRIMP; Prepare and Present Paleontological WEAP	$ 5,130
	TOTAL	**$ 59,600**

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 4	$496,079
Change Order No. 5	$57,080
Current Authorization	$1,305,106.66
Proposed Change Order	**$59,600**
Proposed Authorization	**$1,364,706.66**

If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES

Dilesh Sheth

Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

RESOLUTION 2025-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES, INC. FOR AN ADDITIONAL AMOUNT OF $57,080 FOR ENVIRONMENTAL PERMITTING RELATED BIOLOGICAL STUDIES FOR THE SUN LAKES BOULEVARD EXTENSION PROJECT

WHEREAS, on April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension in the amount of $548,416.05; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project; and

WHEREAS, on February 11, 2022, a change order (change order 1) to the Professional Services Agreement with WEBB was approved for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25; and

WHEREAS, on March 21, 2022, a change order (change order 2) to the Professional Services Agreement with WEBB was approved for out-of-scope work including a sediment transport analysis in the amount of $5,974.88; and

WHEREAS, on October 11, 2022, City Council adopted Resolution 2022-139 to rescind Resolution 2022-106 and to amend the Professional Services Agreement with WEBB ("Amendment No. 1") to include additional compensation in the amount of $148,222 (change order 3) and extend the term of the agreement to June 30, 2024. Amendment No. 1 was for out-of-scope work such as storm drain system design, environmental coordination with RCA, supplemental environmental documentation and jurisdictional delineation and permitting. Amendment No. 1 increased the contract amount to $751,947.66; and

WHEREAS, on October 24, 2023, City Council adopted Resolution 2023-175 to amend the Professional Services Agreement with WEBB ("Amendment No.2") to include additional compensation in the amount of $496,079 for continued design of the Sun Lakes Boulevard Extension increasing the contract amount to $1,248,026.66; and

WHEREAS, under the existing Professional Services Agreement, WEBB is working on securing regulatory permits from the Regional Water Quality Control Board (RWQCB) and the California Department of Fish and Wildlife (CDFW). To obtain these permits, pre-construction biological investigations are one of the prerequisites that must be met; and

WHEREAS, the scope of work includes pre-construction Nesting Bird Survey, Burrowing Owl Inspection survey and report; Bumble Bee habitat surveys and reports; Biological Worker's Environmental Awareness Program (WEAP) Training; and WEBB Management of Biological Services; and

WHEREAS, the biological investigations are time sensitive because they can only be conducted during certain months of the year; and

WHEREAS, Amendment No.3 will amend the Professional Services Agreement by adding an additional $57,080 to cover Change Order No.5; and

WHEREAS, an appropriation from the Measure A Fund in the amount of $57,080 to Account No. 101-4900-431.93-16 is necessary to cover the change orders; and

WHEREAS, the project is funded by the TUMF program up to $1,000,000, therefore the additional expenditure related to Amendment No. 2 will be partially reimbursed by the TUMF program, which has a current balance of $189,605.41; and

WHEREAS, the City intends to request additional TUMF funding in the amount of $400,000 including contingency.

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

SECTION 1. The City Council approves Amendment No. 4 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional $57,080 for the Design of Sun Lakes Boulevard Extension.

SECTION 2. City Council authorizes the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to Amendment No. 4 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the Design of Sun Lakes Boulevard Extension.

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 27th day of May 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-70, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of May 2025 by the following vote, to wit:

AYES: Barrington, Flynn, Miller, Royce, Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Amendment No.3 to the Professional Services Agreement with WEBB

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 4") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. City and Consultant now desire to amend the Agreement to modify the Scope of Services,and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-six Cents. ($1,305,106.66).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment "1", attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 4 shall not exceed Fifty-Seven Thousand Eighty Dollars ($57,080.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-six Cents. ($1,305,106.66).

Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 43, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, and 4, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 4. In the event of a conflict between the provisions of this Amendment No. 4 and the provisions of the Agreement or Amendments No. 1 through 4, the provisions of this Amendment No. 4 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. 4.

2.3 Authority. The persons executing this Amendment No. 4 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. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) entering into this Amendment No.

4 does not violate any provision of any other agreement to which said party is bound.

1.3 Counterparts. This Amendment No. 4 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

1.4 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. 4 the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: n/a	NAME: TITLE:
ATTEST:	
Caroline Patton Administrative City Clerk	

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.

ATTACHMENT "1"

ALBERT A. WEBB ASSOCIATES

2020-0126

February 28, 2025
Revised April 23, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 4 - Additional Environmental Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to your request on February 6, 2025, and subsequent discussion on April 2, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. WEBB is currently under contract with the City to obtain regulatory permits for the project from the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB).

Said permits have requirements that the City will need to fulfill prior to construction of the project which are outlined below in Task 1. Biological reporting and monitoring that is required during construction are not included herein, but as we have discussed with you, we understand the City will include the permitting-related tasks during construction to be included in the City's forthcoming construction management contract.

Also included in this request is the City's obligation for compensatory mitigation related to impacts to jurisdictional waters which are required to be fulfilled within 18 months of impacts. Task 2 includes WEBB's assistance with the compensatory mitigation obligations.

Scope of Work

Task 1: Biological Services During Construction

The Tasks below are related to the surveying and reporting requirements of the CDFW permit, RWQCB permit, as well as CEQA mitigation measures MM BIO-1 through MM BIO-4.[1] WEBB will subcontract with Osprey Environmental Associates (Osprey) to fulfill these requirements.

Preconstruction Nesting Bird Survey and Report (corresponds to CDFW Measures 2.11.1 and 4.4; CEQA MM BIO-1)

Osprey will conduct preconstruction nesting bird surveys if vegetation clearance occurs outside the recommended window (September 1 – February 1). Surveys will be performed within three (3) days prior to construction initiation to identify active nests within 100 feet of the project site. A survey report by a qualified biologist verifying nest status will be submitted to the City of Banning prior to construction. If active nests are identified, species-specific measures will be implemented to prevent nest abandonment.

Burrowing Owl Pre-Construction Inspection Survey and Report (corresponds to CDFW Measure 2.12.4 and CEQA MM BIO-2)

A single preconstruction burrowing owl survey will be conducted within 3 days of vegetation removal or ground disturbance. The survey will comply with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and 2006 "Burrowing Owl Survey Instructions" and will cover entire the project site and within 150-meters. If burrowing owls are detected during the breeding season (February 1–August 31), a 300-foot buffer will be enforced around active burrows until nesting is complete. Following the survey, a burrowing owl pre-construction survey report will be prepared and submitted to WEBB in PDF format. The survey report will document the methods, results, and conclusion of the survey.

Crotch's Bumble Bee (corresponds to CEQA MM BIO-3)

- **Crotch's Bumble Bee Habitat Mapping and Report (corresponds to CDFW Measure 2.14)**

Osprey will conduct habitat mapping for the Crotch's bumblebee within the project footprint. Mapping will identify habitat alliances following Sawyer et al. (2009). Following field mapping and no less than 120 days prior to the initiation of activities Osprey will complete and submit to CDFW a baseline habitat mapping report. The report will identify species composition for each mapped alliance and will be submitted to CDFW.

- **Crotch's Bumble Bee Draft Survey Plan (corresponds to CDFW Measure 2.15.2)**

A qualified Osprey biologist will prepare and submit to CDFW for review and comment a draft survey plan for Crotch's bumble bee. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's bumble bee be detected within the project area.

---

[1] There are a total of five mitigation measures for biological resources. MM BIO-5 is "Mitigation for Riparian/Riverine and Jurisdictional Impacts." WEBB's assistance with this is in Task 2, herein.

The survey plan will be submitted no less than 90 days prior to initiation of project activities in suitable habitat.

- **Crotch's Bumble Bee Survey(s) and Report (corresponds to CDFW Measure 2.15.3)**

If habitat mapping identifies the presence of plants (e.g., genera *Antirrhinum, Phacelia, Clarkia, Cordylanthus, Dendromecon, Eschscholzia, Eriogonum, Hypericum, Lantana, Lupinus, Salvia, Asclepias, Cirsium, Monardella, Keckiella, Acmispon, Euthamia, Ehrendorferia, Vicia, and/or Trichostema*) or other suitable habitat (i.e. nesting, foraging, and overwintering habitat), Osprey will conduct focused surveys for the Crotch's bumblebee (CBB) following the approval and submittal of survey plan. Osprey will first conduct a literature review and records search for CBB occurrences within a 10-mile radius, utilizing the CDFW California Natural Diversity Database and iNaturalist. Following the literature review, Osprey will conduct on-site CBB surveys following the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023). These surveys will take place during the Colony Active Period (April-August) and when floral resources are available, ideally at peak bloom. A minimum of three surveys will be conducted, spaced 2-4 weeks apart between April and August. Surveys will be performed during daylight, beginning at least one hour after sunrise and ending at least two hours before sunset, ideally between 9:00 AM and 1:00 PM, with temperatures between 65°F and 90°F and wind speeds under 8 miles per hour. Each survey will cover at least one person-hour of search effort per three acres of suitable habitat.

Following the completion of the surveys, a report will be prepared summarizing the survey methods, findings, and conclusions. The report will also include a list of bee species observed and any accompanying photographs. Survey results will be submitted to CDFW before ground-disturbing activities begin. If an active CBB nest is detected, a no-disturbance buffer zone will be established, and CDFW will be notified.

Biological Worker's Environmental Awareness Program (WEAP) and Invasive Species Education Program (corresponds to CDFW Measures 2.8 and 2.8.1; CEQA MM BIO-4)

Osprey will develop and conduct a mandatory Biological Worker's Environmental Awareness Program (WEAP) training for all construction personnel. This training will cover key topics, including CBB, burrowing owls, rare plant species, and riparian/riverine features. WEAP training will be coordinated with the paleontological WEAP. A recorded training will be prepared and available.

Further, included in the WEAP will be an additional discussion of the invasive species currently present within the project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion will include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The invasive species education program will also include a discussion of Best Management Practices (BMPs) to be implemented at the Project site to avoid the introduction and spread of invasive species into and out of the Project site.

WEBB Management of Biological Services

WEBB has budgeted 40 hours to manage and coordinate with Osprey related to Task 1 including reviewing documents, and meeting with the City.

UAV (Drone) Survey(s) (Optional)

Osprey can provide a drone survey of the project area to generate a high-resolution orthomosaic basemap, offering a temporally and spatially accurate depiction of the project site as is currently prior to construction and post-construction. This updated imagery can serve as a key reference for stakeholders, ensuring precise visualization of project lands, roads, and planned or constructed infrastructure. The orthomosaic will enhance project planning, coordination, and decision-making by delivering highly accurate spatial and visual data. The flight will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC) and a visual observer, ensuring full compliance with FAA regulations. The drone data collection and subsequent GIS analysis will be used to support all of Osprey's reporting deliverables included herein. Deliverables will include a high-resolution orthomosaic base map, digital terrain model depicting project ground elevations, and a digital surface model depicting project surface elevations.

Although a temporally and spatially accurate orthomosaic basemap is informative and helpful, this optional service is not required in order to complete any of the aforementioned tasks.

Task 1 Assumptions

- None of the species identified above will be found on site.
- This scope includes one (1) in-person WEAP training. Any additional training sessions will require a separate scope and fee.
- Materials required for delineating Environmentally Sensitive Areas (ESAs) or establishing nesting buffers are not included in this proposal. The cost of these materials will be billed directly to the client if not provided by the City.
- The preparation of a Burrowing Owl Mitigation Plan is not included. If required, Osprey will provide a separate scope and fee for this task.
- This proposal does not cover small mammal trapping or the preparation of a small mammal trapping survey report. If required, Osprey will provide an additional scope and fee for these efforts.
- Assistance with securing an Incidental Take Permit (ITP) from CDFW is not included. If required, Osprey can provide a separate scope and fee for this task.

Task 2: WEBB Assistance with Offsite Compensatory Mitigation Fulfillment (corresponds to CDFW Measure 3.3; CEQA MM BIO-5)

WEBB has included 50 hours to help the City to set up its compensatory mitigation obligation utilizing an offsite mitigation site owned by the City located southeast of the City's wastewater treatment plant. We anticipate actions under this task will be to advise and support the City related to: finding a third party to hold a conservation easement/deed restriction(s) on the City's property (City to retain

fee title), negotiate and find the City a third party land manager and assist City with said agreement, and finding an entity to provide a non-wasting endowment. We understand the City will take lead on each of these tasks; therefore this budget is for things like attending meetings to provide project background and making connections to facilitate the process.

Budget

Our proposed budget for the services listed herein will be billed on a Time and Materials basis according to our existing contract for a total not to exceed of **$57,080.**

Environmental Services

Task 1 - Biological Services	
Preconstruction Nesting Bird Survey and Report	$ 4,660
Burrowing Owl Pre-Construction Inspection Survey and Report	$ 6,230
Crotch's Bumble Bee Habitat Mapping and Report	$ 6,840
Crotch's Bumble Bee Draft Survey Plan	$ 4,350
Crotch's Bumble Bee Survey(s) and Report	$ 14,380
WEBB Management of Task 1 (40 hours)	$ 7,150
Optional UAV (Drone) Survey	$ 4,370
Task 2 - Management and Coordination for Offsite Mitigation	$ 9,100
TOTAL	**$ 57,080**

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 3	$496,079
Current Authorization	$1,248,026.66
Proposed Change Order	**$57,080**
Total WEBB Authorization with Proposed Change Order	$1,305,106.66

If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES

Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

Alana Edwards
Sr. Land Specialist
Land & Right-of-Way
8101 Rosemead Blvd. SC722K
Pico Rivera, CA 90660
Ph: (213) 671-2089
Aedward1@SoCalGas.com

March 27, 2025

VIA Electronic Mail

Marisol Lopez
Economic Development Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: Southern California Gas Company's Line 2000 CLC MP 139.36-139.44 Replacement Project - Offer Letter: Temporary Right of Entry Agreement (TRE)
Location: APN: 532-130-012

Dear Ms. Lopez,

Southern California Gas Company (SoCalGas®) operates and maintains an existing pipeline and related facilities known as Line 2000, which is located on property owned by the City of Banning. SoCalGas holds the right-of-way easement recorded in Book 873, Page 234, on October 24, 1947, at the County Recorder's Office of Riverside County. We are proposing to replace approximately 400 feet of this pipeline to ensure continued service reliability for our customers. As part of this project, SoCalGas requires a temporary right of entry agreement for your property, identified as APN: 532-130-012, located in Riverside County.

SoCalGas is requesting 50,762 square feet of temporary workspace/laydown yard, as described in the enclosed Temporary Right of Entry Agreement (TRE) and depicted in the enclosed Exhibit A related to the Property identified as APN 532-130-012. We are offering compensation of Nine Thousand Dollars ($9,000.00) for the TRE, payable upon receipt of the executed agreement. This arrangement is for a period of three months.

After review and acceptance by the City of Banning's Council Board, please execute the enclosed TRE and return the original signed document. Payment will be processed for the amount once the TRE is executed.

If you have any questions regarding this offer or the project, please feel free to contact me at 562 388-3220 or via email at AEdward1@SoCalGas.com.

Sincerely,

AE

Let me know if you need any further changes!

Alana Edwards
Southern California Gas

Enclosures:
Temporary Right of Entry Agreement w/Exhibit A

TEMPORARY RIGHT OF ENTRY AGREEMENT

FOR SOUTHERN CALIFORNIA GAS COMPANY

This Temporary Right of Entry Agreement ("Agreement") is dated as of this ___ day of _____2025 and is made by and between Southern California Gas Company ("SoCalGas"), a California corporation, and the City of Banning, a California Corporation, ("Owner"), the legal owner of the property identified herein.

The property owner is the legal owner of that certain real property located in the City of Banning, County of Riverside, California, more specifically identified as A.P.N. 532-130-012 (the "Property").

Easement-SoCalGas is the owner of that certain right-of-way recorded as Book No. 873 Page 234 on October 24, 1947, in the County Recorder's Office of Riverside County, California, which covers a portion of the Property and pursuant to which SoCalGas installed a 30-inch pipeline and appurtenances under a portion of the Property.

Temporary Workspace and Work-SoCalGas request the right to fabricate any and all related above and below-ground pipes, valves, fences, and appurtenances and the right to bring and store temporarily any and all necessary vehicles, materials, and other construction equipment and stockpile on the Temporary Workspace, as defined below (all of which is hereafter referred to as "Work"). As a condition to the Temporary Workspace Owner requested that the FAA notification be completed by SoCalGas. SoCalGas made such notification on March 6, 2025, SoCalGas requests the right to perform the Work within an area of approximately 50,762 square feet as shown on the attached map. This area is referred to hereafter (individually and collectively) as "Temporary Workspace." See the Exhibit A map attached hereto and incorporated by reference.

Owner's Consent-Owner grants SoCalGas (including its subcontractors) permission to enter and use the Temporary Workspace for purposes of performing the Work. *Work may be conducted by SoCalGas or by its subcontractors during the hours of 7:00 am to 5:00 pm from Monday through Saturday.* If any conflict arises between Work and any other uses of the Property, then SoCalGas and the Owner shall work together diligently and in good faith to resolve any such conflicts.

Payment and Time Period-After SoCalGas has received the Owner's executed Agreement, and the completed IRS W-9 form and CA Form 590 or CA Form 587, SoCalGas shall pay Owner a total of $9,000.00 for the Basic Term of the Agreement, which payment shall be sent by SoCalGas' accounting department. SoCalGas (including its subcontractors) shall have access to and use of the Temporary Workspace for approximately Three months, tentatively arranged to start on or about September 22, 2025, to on or about November 22, 2025 ("Basic Term"). SoCalGas may postpone the start date of the Basic Term, in which case SoCalGas will notify the Owner in advance. In the unlikely event SoCalGas needs extra time on the Temporary Workspace, Owner agrees that SoCalGas may have additional monthly periods for the sum of $3,000.00 per month (or portion thereof), not to exceed six months.

Restoration-At the completion of the Work, SoCalGas (including through its subcontractors) will restore the Temporary Workspace to as near to its original condition and appearance as is reasonably possible.

Indemnification- SoCalGas will indemnify the Owner for any liability arising out of SoCalGas' (or its subcontractor's) Work or use of the Temporary Workspace, except to the extent such liability is due to the Owner's negligence or willful misconduct.

Entire Agreement-This Agreement constitutes the entire agreement between the parties relating to the Work and SoCalGas' entry onto the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth herein are of no force and effect.

Authority- Each person executing this Agreement hereby represents and warrants (i) their authority to do so and (ii) that such authority has been duly and validly conferred.

Severability-If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

No Waiver-A waiver or a breach of a covenant or provision of this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

Governing Law-This Agreement shall be governed and construed in accordance with the laws of the State of California.

Recordation-This Agreement shall not be recorded. However, the Owner agrees that upon any transfer of title involving the Property during the period of the Agreement, the Owner shall give written notice of the Agreement to the new owner or transferee and written notice of the transfer to SoCalGas to the address below.

Counterparts-This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

Electronic Signatures-Each of the parties (i) has agreed to permit the use of electronic signatures in order to expedite the execution of this Agreement, (ii) intends to be bound by its respective electronic signatures, (iii) is aware that the other will rely on such electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Agreement based on the fact that a signature was sent by electronic transmission only.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK- SIGNATURES ON NEXT PAGE]

The parties have read this Agreement, understand it, and agree to be bound by its terms as of the date first set forth above.

Southern California Gas Company

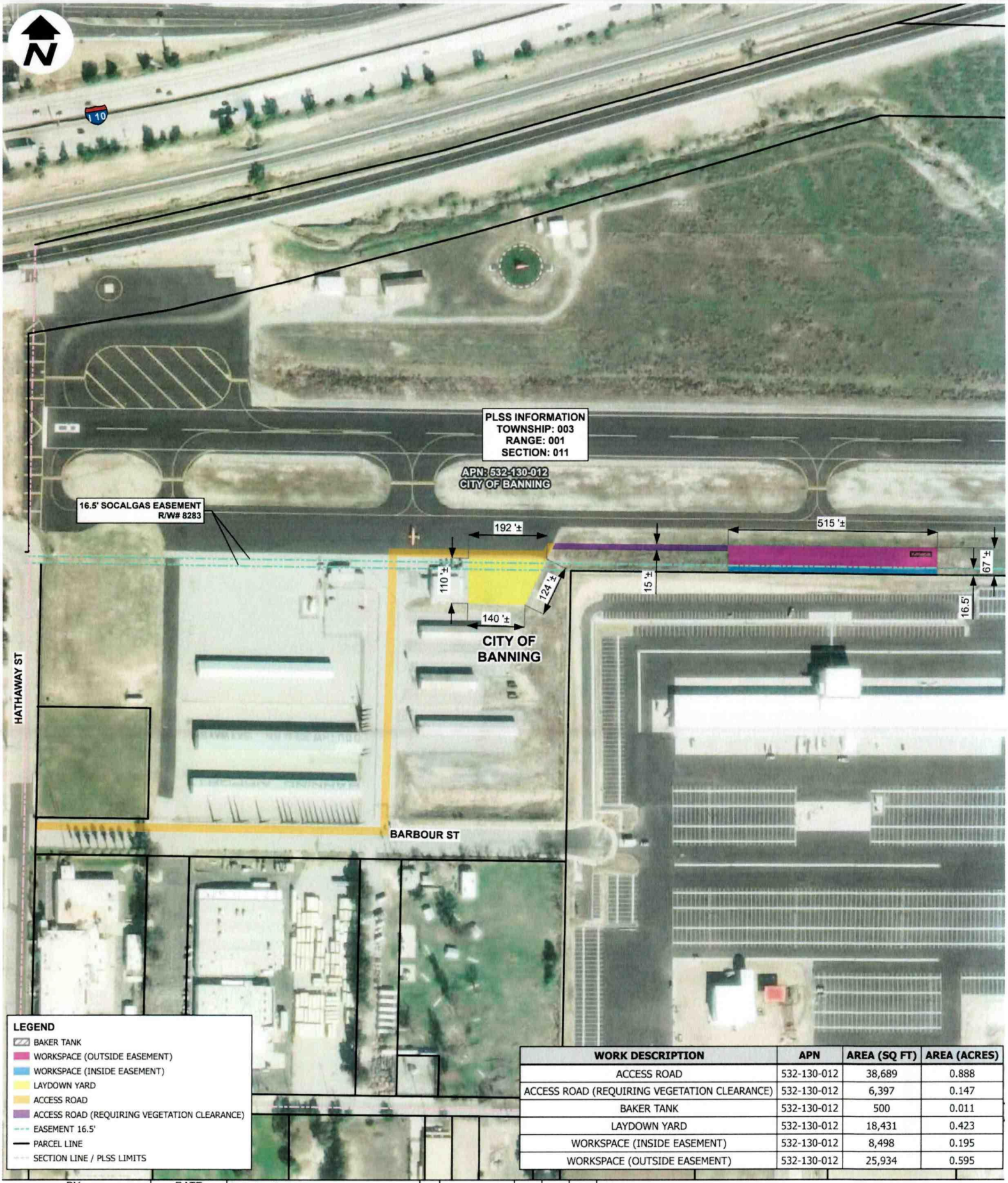
_____

Artemis G. Manos
Land and Right of Way Supervisor
For Southern California Gas Company
8101 Rosemead Blvd., SC722K
Pico Rivera, California 90660-5100

City of Banning

_____

Robert Fisher
Acting City Manager



LEGEND

- BAKER TANK
- WORKSPACE (OUTSIDE EASEMENT)
- WORKSPACE (INSIDE EASEMENT)
- LAYDOWN YARD
- ACCESS ROAD
- ACCESS ROAD (REQUIRING VEGETATION CLEARANCE)
- EASEMENT 16.5'
- PARCEL LINE
- SECTION LINE / PLSS LIMITS

WORK DESCRIPTION	APN	AREA (SQ FT)	AREA (ACRES)
ACCESS ROAD	532-130-012	38,689	0.888
ACCESS ROAD (REQUIRING VEGETATION CLEARANCE)	532-130-012	6,397	0.147
BAKER TANK	532-130-012	500	0.011
LAYDOWN YARD	532-130-012	18,431	0.423
WORKSPACE (INSIDE EASEMENT)	532-130-012	8,498	0.195
WORKSPACE (OUTSIDE EASEMENT)	532-130-012	25,934	0.595

BY		DATE
DESIGNED:	R. MATTHEWS	03/11/25
DRAWN:	S. MOLDENHAUER	03/11/25
CHECKED:	R. MATTHEWS	03/11/25
APPROVED:	B. SANDOVAL	03/11/25
CLASS:	DIST:	SCALE: 1"=150'

Service Layer Credits: Maxar

SoCalGas

150 75 0 150

REV	DATE	BY	CHK	APV	DESCRIPTION
A	03/11/25	SJM	JRM	BLS	ISSUED FOR INFORMATION

APN: 532-130-012
OWNER: CITY OF BANNING

L2000 CLC MP 139.36-139.44 REPLACEMENT

DRAWING NUMBER
8788-EX-203
EXHIBIT A

REV
A

RESOLUTION 2023-175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES, INC. FOR AN ADDITIONAL AMOUNT OF $496,079 FOR THE CONTINUED DESIGN OF THE SUN LAKES BOULEVARD EXTENSION

WHEREAS, on February 18, 2020, the Public Works Department released a Request for Proposals for the design of the Sun Lakes Boulevard Extension (also known as the Westward Avenue Extension) and on March 10, 2020, two proposals were received from Albert A. Webb Associates, Inc. and Engineering Resources of Southern California (ERSC) in the amount of $548,416.05 and $849,674.30 respectively; and

WHEREAS, on April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension in the amount of $548,416.05; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project; and

WHEREAS, on February 11, 2022, a change order (change order 1) to the Professional Services Agreement with WEBB was approved for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25; and

WHEREAS, on March 21, 2022, a change order (change order 2) to the Professional Services Agreement with WEBB was approved for out-of-scope work including a sediment transport analysis in the amount of $5,974.88; and

WHEREAS, on October 11, 2022, City Council adopted Resolution 2022-139 to rescind Resolution 2022-106 and to amend the Professional Services Agreement with WEBB ("Amendment No. 1") to include additional compensation in the amount of $148,222 (change order 3) and extend the term of the agreement to June 30, 2024. Amendment No. 1 was for out-of-scope work such as storm drain system design, environmental coordination with RCA, supplemental environmental documentation and jurisdictional delineation and permitting. Amendment No. 1 increased the contract amount to $751,947.66; and

WHEREAS, Kinder Morgan operates two (2) pipelines in the City of Banning which are located in easements dedicated to Kinder Morgan from 1955 and 1957 in Westward Avenue north of the proposed road centerline between Highland Home Road and Sunset Avenue within the proposed alignment of the Sun Lakes Boulevard Extension project; and

WHEREAS, the City understands that the roadway alignment must clear the Kinder Morgan easements as quickly as practicable and this late direction from Kinder Morgan requires portions of the roadway to be redesigned; and

WHEREAS, as project revisions have become necessary, City Staff has been in communication with WRCOG staff to ensure that further design efforts are consistent with the Reimbursement Agreement between the City and WRCOG; and

WHEREAS, Amendment 2 will amend the Professional Services Agreement by adding an additional $496,079 to cover Change Order No.4; and

WHEREAS, an appropriation from the Measure A Fund in the amount of $496,079 to Account No. 101-4900-431.93-16 is necessary to cover the change orders; and

WHEREAS, the project is funded by the TUMF program up to $1,000,000, therefore the additional expenditures related to Amendment No. 2 will be partially reimbursed by the TUMF program, which has a current balance of $307,164.39; and

WHEREAS, the City intends to request additional TUMF funding in the amount of $350,000 including contingency.

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 Agreement with Albert A. Webb Associates, Inc. for an additional $496,079 for the Design of Sun Lakes Boulevard Extension.

SECTION 2. City Council authorizes the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to Amendment No. 2 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the Design of Sun Lakes Boulevard Extension.

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 24th day of October 2023.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-175, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of October 2023 by the following vote, to wit:

AYES: Flynn, Gonzales, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

Exhibit A
Draft Agreement with Albert A. Webb Associates Inc.

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN THE CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES ("Amendment No. 2") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty Four Thousand Eight Hundred Forty One Dollars and Sixty One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty Five Dollars and Sixty Six Cents ($603,725.66) The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. City and Consultant now desire to amend the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars ($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six

Cents ($1,248,026.66).

TERMS

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

(a) Section 2.1 – "Contract Sum" of the Agreement is amended to provide that Consultant's total compensation shall not to exceed One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

(b) Section 3.4 – "Term" of the Agreement is hereby amended to extend the Agreement term to June 30, 2025.

(c) Section 1.1, Exhibit "A" and Exhibit "D" - The Scope of Services as set forth in Section 1.1 of and Exhibits A and D to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

2. **Continuing Effect of Agreement**. Except as amended by this Amendment No. 2, all provisions of the Agreement as amended by Amendment No. 1, 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 Amendments Nos. 1 through 2 to the Professional Services Agreement. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement or Amendments No. 1 through 2, the provisions of this Amendment No. 2 shall control.

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

4. **Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **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 Agreement, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other Agreement to which said party is bound.

6. **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.

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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 2 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT

Dilesh Sheth Date
Vice President

NAME: Date

95-1723730
Tax ID No.

Address:
3788 McCray Street
Riverside, CA 92506

City Council Approval: _____

RESOLUTION 2023-174

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR THE FUNDING OF MEASURE A REGIONAL ARTERIAL IMPROVEMENTS WITH THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION FOR $13,500,000 IN MEASURE A FUNDING FOR THE CONSTRUCTION OF THE SUN LAKES BOULEVARD EXTENSION PROJECT

WHEREAS, Sun Lakes Boulevard exists on the City's Circulation Element as an arterial highway; and

WHEREAS, on April 14, 2020 City Council adopted Resolution 2020-48 authorizing design services for the Sun Lakes Boulevard Extension Project (also known as the Westward Avenue Extension Project) ("Project"); and

WHEREAS, the Project is eligible for grant funding for construction under the Riverside County Transportation Commission Measure A Regional Arterial program; and

WHEREAS, the Riverside County Transportation Commission selected the Project through a competitive grant program for $13,500,000 of Measure A money collected and administered by the Riverside County Transportation Commission.

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

SECTION 1. The City Council approves the grant agreement, attached hereto as Exhibit "A", between the Riverside County Transportation Commission and the City of Banning for $13,500,000 in construction funding for the Sun Lakes Boulevard extension project.

SECTION 2. The City Council authorizes the Mayor to sign the grant agreement for the funding of Measure A Regional Arterial Improvements.

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 24th day of October 2023.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-174, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of October 2023 by the following vote, to wit:

AYES: Flynn, Gonzales, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

EXHIBIT A
Grant Agreement

AGREEMENT FOR THE FUNDING OF MEASURE A REGIONAL ARTERIAL IMPROVEMENTS WITH THE CITY OF BANNING

1. Parties and Date.

1.1 This Agreement is executed and entered into this ___ day of _____, 2023, 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 On November 5, 2002 the voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2%) retail transactions and use tax to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

2.3 The Plan establishes funding for any improved Regional Arterial System to be funded by a mix of measure A and Transportation Uniform Mitigation Fees (TUMF) revenues.

2.4 Pursuant to Public Utility Code Sections 240000 et seq., RCTC is authorized to allocate the proceeds of the Measure A tax in furtherance of the Plan.

2.5 RCTC intends, by this Agreement, to distribute Measure A Regional Arterial ("MARA") Funds, subject to the conditions provided herein, and to participate in the joint development of the Project, as defined herein.

3. Terms.

3.1 Description of Work. This Agreement is intended to distribute MARA Funds to the City for the Sun Lakes Extension 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. The Work shall be consistent with one or more of the defined RCTC Call for Projects phases detailed herein as follows:

1) CONS – Construction

The Work phase(s) funded pursuant to this Agreement shall be consistent with the City's Call for Projects Nomination Form submitted to RCTC ("the Project"). The Project is more fully described

in Exhibit "B" attached hereto. It is understood and agreed that the City shall expend MARA 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 Thirteen Million, Five Hundred Thousand Dollars ($13,500,000), 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 MARA 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) construction costs, including change orders to construction contract approved by the City; and (3) construction management, field inspection and material testing costs.

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; and (4) expenses for items of work not included within the scope of work in Exhibit "A".

3.2.3 Increases in Work Funding. The Funding Amount may, in RCTC's sole discretion, be augmented with additional MARA Funds. Any such increase in the Funding Amount must be approved in writing by RCTC's Executive Director. No such increased funding shall be expended to pay for any Work already completed. For purposes of this Agreement, the Work or any portion thereof shall be deemed complete upon its acceptance by RCTC's Executive Director.

3.2.4 Cost Savings. In the event that bids for the Work are lower than anticipated, or there are cost savings for any other reason, the Funding Amount shall be reduced as follows: cost savings shall be applied proportionately to each funding source listed in Exhibit "A" for the Work. The City shall inform RCTC of any cost savings and the Parties shall amend this Agreement to reflect the revised Funding Amount. RCTC's Executive Director and the City Manager shall be authorized to execute any such amendment.

3.2.5 No Funding for Temporary Improvements. Only segments or components of the Work that are intended to form part of or be integrated into the Work may be funded by MARA Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, or drainage facilities, shall be funded with MARA Funds except as needed for staged construction of the Work.

3.3 City's Funding Obligation to Complete the Work. In the event that the MARA 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 MARA 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 MARA 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 which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues. The City acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due the City, in an amount not to exceed the total of the funds distributed to the City, and/or initiate legal action to compel repayment, if the City fails to repay RCTC within a reasonable time period not to exceed 180 days from receipt of written notification from RCTC that repayment is required.

3.3.2 City's Local Match Contribution. The City shall provide at least Thirteen Million, Five Hundred Thirty-Six Thousand Dollars ($13,536,000) of funding toward the Work, as shown in Exhibit "A" and as called out in the City's Project Nomination Form submitted to RCTC in response to its Call for Projects.

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": (i) all aspects of bidding, awarding, and administration of the contracts for the Work; (ii) all construction management of any construction activities undertaken in connection with the Work, including survey and material testing; and (iii) development of a budget for the Work prior to award of any contract for the Work, taking into consideration available funding, including MARA Funds.

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 3.2.3; (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 MARA 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 Doug Schulze, City Manager, 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 MARA 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 MARA 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 MARA 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 MARA 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, its 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 MARA 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 MARA Funds provided for in section 3.2 of this Agreement, or has provided reimbursement of ineligible Work costs, 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 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 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	**RCTC**
99 East Ramsey Street	Riverside County Transportation Commission
Banning, CA 92220	4080 Lemon Street, 3rd Floor
	Mailing address: P.O. Box 12008
	Riverside, CA 92501
ATTN:City Manager	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.

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 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.

3.32 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.33 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.34 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
MEASURE A REGIONAL ARTERIAL IMPROVEMENTS

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Anne Mayer, Executive Director

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger
Counsel to the Riverside County
Transportation Commission

CITY OF BANNING

By: _____
Alberto Sanchez, Mayor

ATTEST:

By: _____
Caroline Patton, City Clerk

APPROVED AS TO FORM:

By: _____

EXHIBIT "A"

SCOPE OF WORK,
FUNDING AND TIMETABLE

SCOPE OF WORK: Construct new 1.02-mile section of Westward Avenue from Sunset Avenue to Highland Home Road. Will include two eastbound and two westbound lanes, comprised of a 12-foot inner lane and a 14-foot outer lane in each direction; a raised 18-foot wide median; 8-foot-wide Class 2 bike lanes in each direction; 8-foot-wide sidewalks; associated road striping, drainage, and street light improvements.

FUNDING:

PHASE	MARA Fund	LOCAL	TOTAL
CONSTRUCTION	$13,500,000	$13,536,000	$27,036,000
TOTAL	$13,500,000	$13,536,000	$27,036,000

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
Construction	3/2025	8/2026	360 Working Days

EXHIBIT "B"

PROJECT LOCATION MAP

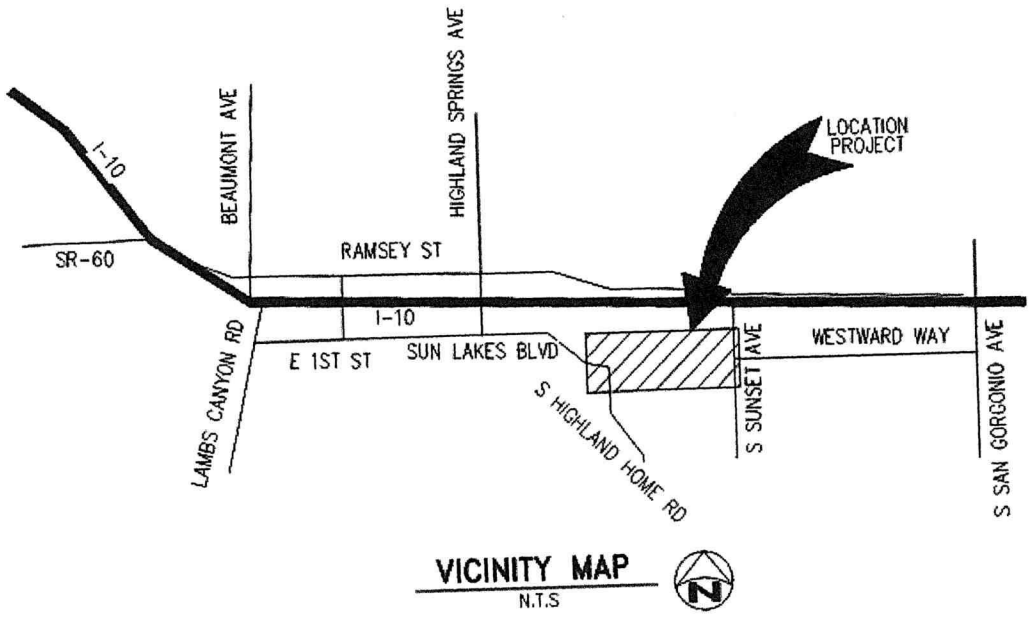


Exhibit B

17336.02600\32593628.1

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 theWork; (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

Ms. Anne Mayer
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

AGREEMENT FOR THE FUNDING OF MEASURE A REGIONAL ARTERIAL IMPROVEMENTS WITH THE CITY OF BANNING

1. Parties and Date.

1.1 This Agreement is executed and entered into this ___ day of _____, 2023, 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 On November 5, 2002 the voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2%) retail transactions and use tax to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

2.3 The Plan establishes funding for any improved Regional Arterial System to be funded by a mix of measure A and Transportation Uniform Mitigation Fees (TUMF) revenues.

2.4 Pursuant to Public Utility Code Sections 240000 et seq., RCTC is authorized to allocate the proceeds of the Measure A tax in furtherance of the Plan.

2.5 RCTC intends, by this Agreement, to distribute Measure A Regional Arterial ("MARA") Funds, subject to the conditions provided herein, and to participate in the joint development of the Project, as defined herein.

3. Terms.

3.1 Description of Work. This Agreement is intended to distribute MARA Funds to the City for the Sun Lakes Extension 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. The Work shall be consistent with one or more of the defined RCTC Call for Projects phases detailed herein as follows:

1) CONS – Construction

The Work phase(s) funded pursuant to this Agreement shall be consistent with the City's Call for Projects Nomination Form submitted to RCTC ("the Project"). The Project is more fully described

in Exhibit "B" attached hereto. It is understood and agreed that the City shall expend MARA 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 Thirteen Million, Five Hundred Thousand Dollars ($13,500,000), 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 MARA 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) construction costs, including change orders to construction contract approved by the City; and (3) construction management, field inspection and material testing costs.

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; and (4) expenses for items of work not included within the scope of work in Exhibit "A".

3.2.3 Increases in Work Funding. The Funding Amount may, in RCTC's sole discretion, be augmented with additional MARA Funds. Any such increase in the Funding Amount must be approved in writing by RCTC's Executive Director. No such increased funding shall be expended to pay for any Work already completed. For purposes of this Agreement, the Work or any portion thereof shall be deemed complete upon its acceptance by RCTC's Executive Director.

3.2.4 Cost Savings. In the event that bids for the Work are lower than anticipated, or there are cost savings for any other reason, the Funding Amount shall be reduced as follows: cost savings shall be applied proportionately to each funding source listed in Exhibit "A" for the Work. The City shall inform RCTC of any cost savings and the Parties shall amend this Agreement to reflect the revised Funding Amount. RCTC's Executive Director and the City Manager shall be authorized to execute any such amendment.

3.2.5 No Funding for Temporary Improvements. Only segments or components of the Work that are intended to form part of or be integrated into the Work may be funded by MARA Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, or drainage facilities, shall be funded with MARA Funds except as needed for staged construction of the Work.

3.3 City's Funding Obligation to Complete the Work. In the event that the MARA 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 MARA 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 MARA 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 which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues. The City acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due the City, in an amount not to exceed the total of the funds distributed to the City, and/or initiate legal action to compel repayment, if the City fails to repay RCTC within a reasonable time period not to exceed 180 days from receipt of written notification from RCTC that repayment is required.

3.3.2 City's Local Match Contribution. The City shall provide at least Thirteen Million, Five Hundred Thirty-Six Thousand Dollars ($13,536,000) of funding toward the Work, as shown in Exhibit "A" and as called out in the City's Project Nomination Form submitted to RCTC in response to its Call for Projects.

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": (i) all aspects of bidding, awarding, and administration of the contracts for the Work; (ii) all construction management of any construction activities undertaken in connection with the Work, including survey and material testing; and (iii) development of a budget for the Work prior to award of any contract for the Work, taking into consideration available funding, including MARA Funds.

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 3.2.3; (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 MARA 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 Doug Schulze, City Manager, 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 MARA 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 MARA 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 MARA 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 MARA 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, its 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 MARA 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 MARA Funds provided for in section 3.2 of this Agreement, or has provided reimbursement of ineligible Work costs, 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 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 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	**RCTC**
99 East Ramsey Street	Riverside County Transportation Commission
Banning, CA 92220	4080 Lemon Street, 3rd Floor
	Mailing address: P.O. Box 12008
	Riverside, CA 92501
ATTN:City Manager	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.

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 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.

3.32 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.33 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.34 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
MEASURE A REGIONAL ARTERIAL IMPROVEMENTS

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Anne Mayer, Executive Director

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger
Counsel to the Riverside County
Transportation Commission

CITY OF BANNING

By: _____
Alberto Sanchez, Mayor

ATTEST:

By: _____
Caroline Patton, City Clerk

APPROVED AS TO FORM:

By: _____

EXHIBIT "A"

SCOPE OF WORK,
FUNDING AND TIMETABLE

SCOPE OF WORK: Construct new 1.02-mile section of Westward Avenue from Sunset Avenue to Highland Home Road. Will include two eastbound and two westbound lanes, comprised of a 12-foot inner lane and a 14-foot outer lane in each direction; a raised 18-foot wide median; 8-foot-wide Class 2 bike lanes in each direction; 8-foot-wide sidewalks; associated road striping, drainage, and street light improvements.

FUNDING:

PHASE	MARA Fund	LOCAL	TOTAL
CONSTRUCTION	$13,500,000	$13,536,000	$27,036,000
TOTAL	$13,500,000	$13,536,000	$27,036,000

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
Construction	3/2025	8/2026	360 Working Days

EXHIBIT "B"

PROJECT LOCATION MAP

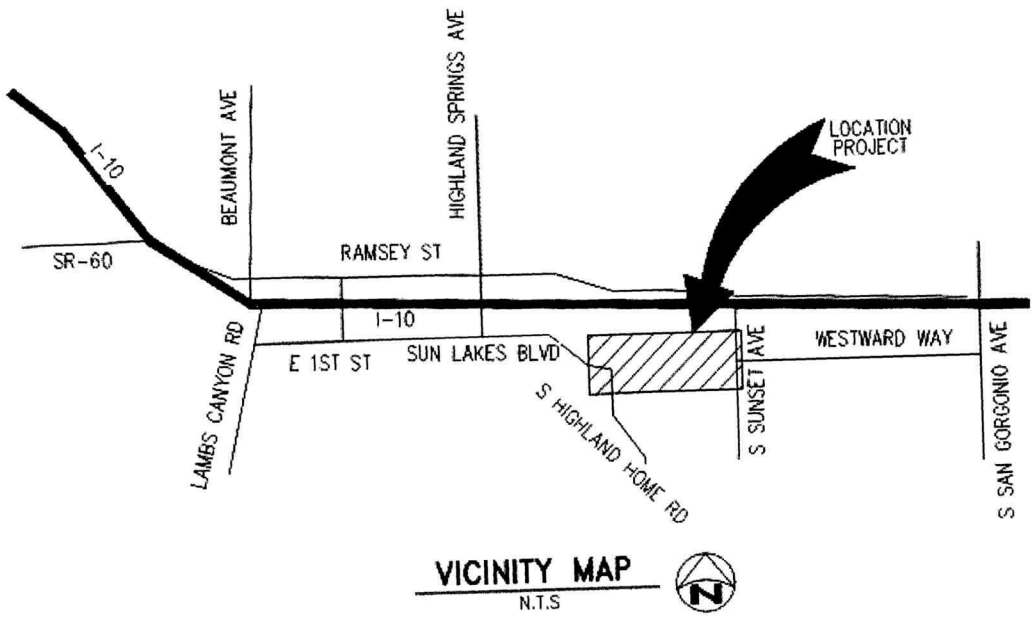


Exhibit B

17336.02600\32593628.1

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 theWork; (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

Ms. Anne Mayer
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

RESOLUTION 2022-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES, INC. FOR AN ADDITIONAL AMOUNT OF $148,222 FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION; EXTENDING THE TERM OF AGREEMENT TO JUNE 30, 2024; AND RESCINDING RESOLUTION 2022-106

WHEREAS, on April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension in the amount of $548,416.05, and a 10% contingency for a total of $603,725.66; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project; and

WHEREAS, on February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority RCA in the amount of $24, 9873.25, paid from contingency funds; and

WHEREAS, on March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of sediment transport in the amount of $5,974.88, paid from contingency funds; and

WHEREAS, on May 12, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for additional out of scope work such as storm drain system design, environmental coordination with Wildlife Agencies and Western Riverside County Regional Conservation Authority (RCA), supplemental environmental documentation and jurisdictional delineation and permitting in the amount of $148,222; and

WHEREAS, Amendment No.1 will amend the purchase order by adding an additional $148,222; and

WHEREAS, Amendment No. 1 will also extend the term of the Agreement to June 30, 2024; and

WHEREAS, an appropriation from the Measure A Fund in the amount of $148,222 to Account No. 101-4900-431.93-16 is necessary to cover the change orders; and

WHEREAS, the project, including Amendment No. 1 is fully funded by the TUMF program up to $1,000,000.

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

SECTION 1. City Council hereby approves Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional $148,222 for the Design of Sun Lakes Boulevard Extension and extend the term of the agreement to June 30, 2024.

SECTION 2. The City Manager or designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement Amendment No. 1 with Albert A. Webb Associates, Inc.

SECTION 3. The City Manager or designee is authorized to execute Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc.

PASSED, APPROVED AND ADOPTED this 11th day of October 2022.

Colleen Wallace, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2022-139, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of October 2022 by the following vote, to wit:

AYES: Happe, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

RESOLUTION 2020-97

ADOPT RESOLUTION 2020-97, AUTHORIZING THE CITY MANAGER TO EXECUTE A TUMF REIMBURSEMENT AGREEMENT WITH WRCOG FOR UP TO $1,000,000 IN TUMF FUNDS FOR THE SUN LAKES BOULEVARD EXTENSION PROJECT

WHEREAS, Western Riverside Council of Government (WRCOG) has developed and administers the Transportation Uniform Mitigation Fee (TUMF) program, a regional fee program designed to provide transportation infrastructure to mitigate the impact of new growth in western Riverside County. The City of Banning is an active member in WRCOG; and

WHEREAS, as the program administrator, WRCOG allocates TUMF funds to a variety of agencies, including the Riverside County Transportation Commission (RCTC), Riverside Transit Agency (RTA), Western Riverside Regional Conservation Authority (RCA) and western Riverside cities and Riverside County areas through applicable TUMF Zones; and

WHEREAS, the City of Banning is part of the Pass Zone along with the City of Calimesa, City of Beaumont and Riverside County (District 5); and

WHEREAS, the Pass Zone Transportation Improvement Program (TIP), which included the Sun Lakes Boulevard Extension project, was approved by the WRCOG Executive Committee at its May 4, 2020 meeting; and

WHEREAS, the TUMF Reimbursement Agreement will provide up to $1,000,000 in TUMF funds in the form of a reimbursement to the City of Banning for expenditures related to the Sun Lakes Boulevard Extension project; and

WHEREAS, the WRCOG Executive Committee approved the TUMF Reimbursement Agreement at its June 1, 2020 meeting.

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

Section 1. The Banning City Council adopts Resolution 2020-97 authorizing the City Manager to execute the TUMF Reimbursement Agreement with WRCOG for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project.

Section 2. The City Manager or his designee is authorized to record the reimbursement funds and to make all necessary budget adjustments, appropriations and transfers related to the TUMF Reimbursement Agreement for the Sun Lakes Boulevard Extension project.

PASSED, APPROVED AND ADOPTED this 14th day of July, 2020.

Daniela Andrade, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

Kevin G. Ennis, Esq., City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2020-97, was adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 14th day of July, 2020, by the following vote, to wit:

AYES: Councilmembers Happe, Pingree, Wallace, Welch and Mayor Andrade

NOES: None

ABSTAIN: None

ABSENT: None

Sonja De La Fuente, Deputy City Clerk
City of Banning

RESOLUTION 2020-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF THE SUN LAKES BOULEVARD EXTENSION FROM HIGHLAND HOME ROAD TO SUNSET AVENUE, TO ALBERT A. WEBB ASSOCIATES IN THE AMOUNT OF $548,416.05 AND APPROVING A 10% CONTINGENCY FOR A TOTAL PROJECT BUDGET OF "NOT-TO-EXCEED" $603,258.05

WHEREAS, there is a current need for a new road on the south side of Interstate 10 to close a gap in the City's street network from Highland Home Road to Sunset Avenue to reduce existing congestion at the Highland Springs Avenue interchange and to accommodate expected growth within the City; and

WHEREAS, on February 11, 2020, under Resolution 2020-21 the City Council accepted Lots A, D, E, F and G for the necessary right-of-way for the extension of Sun Lakes Boulevard from Highland Home Road to Sunset Avenue. The lots were originally offered to the City on Parcel Map 25541 approved on August 28, 1990, at which time the City deferred the approval of the right-of-way to a future date; and

WHEREAS, on March 24, 2020, under Resolution 2020-37, the City Council approved General Plan Amendment 19-2502 and Environmental Assessment 19-1503, a proposed amendment to the Circulation Element of the General Plan to modify the alignment of Sun Lakes Boulevard from its existing General Plan alignment with Lincoln Street to the proposed alignment with Westward Avenue following closely the right-of-way offered on Parcel Map 25541; and

WHEREAS, on February 18, 2020, staff released an Invitation for Bid for the Design of the Sun Lakes Boulevard Extension to five (5) consultants on the on-call engineering list approved by City Council on September 10, 2019 under Resolution 2019-116 and received three (3) proposals ranging in costs from $508,678 to $849,674; and

WHEREAS, staff evaluated the proposals based on qualifications, cost, experience with the request scope of services and response to the request for proposals. As a result, staff recommends the award of a professional services agreement to Albert A. Webb Associates, in the amount of $548,416.05; and

WHEREAS, the total project budget of $603,258.05, which includes a 10% contingency, will be funded by Measure A funds. The project costs are eligible and expected to be reimbursed by the Western Riverside Council of Governments (WRCOG) via the Transportation Uniform Mitigation Fee (TUMF) program.

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

SECTION 1. The City of Banning City Council adopts Resolution No. 2020-48 Professional Services Agreement for the Design of the Sun Lakes Boulevard Extension from Highland Home Road to Sunset Avenue, to Albert A. Webb Associates in the amount of $548,416.05 and approves a 10% contingency for a total project budget of "not-to-exceed" $603,258.05.

SECTION 2. City Council authorizes the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement with Albert A. Webb Associates and to approve change orders within the 10% contingency.

SECTION 3. The City Manager is authorized to execute the Professional Services Agreement with Albert A. Webb Associates.

SECTION 4. The City Clerk is authorized to certify 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 April, 2020.

Daniela Andrade

Daniela Andrade, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, Esq., City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2020-48 was duly adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 14th of April, 2020.

AYES: Councilmembers Happe, Pingree, Wallace, Welch & Mayor Andrade

NOES: None

ABSTAIN: None

ABSENT: None

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

AGREEMENT FOR PROFESSIONAL SERVICES (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A WEBB ASSOCIATES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: 6/23/2020, ("Effective Date") by and between the **CITY OF BANNING, a California municipal corporation** ("City") and **ALBERT A WEBB ASSOCIATES, 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, the performance of the services for the design of Sun Lakes Boulevard extension prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

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

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works," Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit B** hereto.

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).

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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 five percent (5%) 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.

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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
Dilesh Sheth	Vice President

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.

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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 the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than $ 548,416.05 (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 IV 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.

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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.

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

3.4 Term.

The Term of this Agreement shall be from the Effective Date through October 3, 2022, 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.

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

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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.

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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) 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).

2) Other Indemnities. 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 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

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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, 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 Claims 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.

3) 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.3.

4) 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, hold harmless and defend the Indemnitees from and against any and all Liabilities and 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, including the Indemnitees' active or passive negligence, except for Liabilities and Claims 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.

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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.

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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: Patrick Safari
Associate Engineer
City of Banning
99 East Ramsey Street
Banning, California 90220
Email: psafari@banningca.gov

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

With a courtesy copy to:	Kevin G. Ennis, City Attorney Richards, Watson & Gershon 355 South Grand Avenue, 40th Floor Los Angeles, California 90071 Email: kennis@rwglaw.com
If to Consultant:	Dilesh Sheth Vice President Albert A. Webb Associates 3788 McCray Street Riverside, CA 92506 Email: dilesh.sheth@webbassociates.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.

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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.

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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.

[SIGNATURES ON FOLLOWING PAGE]

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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

CITY OF BANNING

DocuSigned by:
Doug Schulze 6/23/2020
0AD14BA217CE497...

Douglas Schulze, Date
City Manager

ATTEST:

DocuSigned by:
Sonja De La Fuente 6/23/2020
9C9C3E6DD5AB49B...

Sonja De La Fuente Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
Kevin Ennis 6/23/2020
940BF72E9643480...

Kevin G. Ennis, Esq., Date
City Attorney

CONSULTANT

DocuSigned by:
Dilesh Sheth 6/23/2020
BE3BB4E66D146B...

NAME: Dilesh Sheth Date
TITLE: Vice President

NAME: Date
TITLE:

95-1723730
Tax ID No.

Address:
3788 McCray Street, Riverside, Ca 92506

City Council Approval: 04/14/2020

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.

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing design of Sun Lakes Boulevard extension prepared in connection therewith:

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

A. Consultant shall provide services necessary to provide a complete (construction ready) project.

Task 1. Project Management

The consultant shall attend regular status meetings with the City throughout the duration of the project as well as prepare monthly progress reports. The consultant shall develop and maintain a detailed work program and schedule the development of a project specific Work Plan. The Work Plan will include, at a minimum, details of methodology, sequence of tasks, lists of deliverables, milestone submittal schedule, summary of organizational responsibilities and contacts, as well as reporting and invoicing procedures. The consultant will meet face to face with the Project Design Team (PDT) monthly. The consultant will be responsible to facilitate other meetings as necessary with City Departments and other key stakeholders, creating meeting agendas with input from the City and prepare and distribute meeting minutes.

Deliverables: Work Plan, Monthly Progress Reports, Meeting Agendas and Meeting Minutes.

Task 2. Project Development

2.1 Data Collection and Site Reconnaissance

Consultant shall collect and review available existing reports, data, as-built plans, and information relevant to the project from the City, County and any other agency necessary to complete the work, including assessor's information and any utilities that exist in the area. Consultant shall conduct a field investigation to familiarize the project team with the drainage conditions, flow patterns, existing design constraints and existing/ongoing improvements in the project area.

Deliverables: Field Review Notes, Photo Logs, Copies of Existing Data

2.2 Survey and Aerial Topographic Mapping

Consultant shall research available record information pertaining to the project including: Tract Maps, Records of Survey, Parcel Maps and Right-of-Way Maps.

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

Consultant shall provide topographical mapping at 1-foot contour intervals and field surveying to identify existing topographical features. Tie out any and all survey monuments that may be disturbed by the work. Establish street centerline and centerline stationing to an accuracy of one-tenth foot (0.10'). Establish temporary benchmarks required for the work and provide all elevations, dimensions and other measurements necessary to establish proper line and grade.

Deliverables: AutoCAD drawing file of the survey points

2.3 Utility Research and Base Mapping

Consultant shall act on behalf of the City of Banning and contact all utility purveyors to determine if existing facilities are present in the area. Utility data shall be base mapped and include appropriate identification by their respective owner, location and size.

2.4 Public Outreach

Due to the number of residences and existing developments located adjacent to the project site, the Consultant shall include the necessary public outreach. At a minimum, this shall be conducted in an "Open house" fashion to give the adjacent neighbors a chance to learn about the project and note any potential concerns.

Deliverables: Letters to Utility Owners, Utility As-Built Maps, Utility Base Map

Task 3. Preliminary Engineering Design

3.1 Roadway Geometric Approval Drawings (GAD's)

Consultant shall analyze and prepare a proposed alignment consistent with the existing right-of-way and in accordance with the Caltrans Highway Design Manual for geometric features. It is anticipated that right-of-way will not be required as a part of this project; however, construction easements, slope easements, etc. may still be required. The GAD shall include typical cross sections as well as the identification of existing rights-of-way and property lines to determine any need for right-of-way or easements.

Deliverables: Geometric Approval Drawings (30% Complete Plans),

Preliminary Cost Estimate, Preliminary Right-of-Way Requirements Map

3.2 Preliminary Roadway Drainage Plans

Consultant shall prepare drainage design for the proposed improvements in accordance with the Riverside County Flood Control and Water Conservation District (RCFC&WCD) design standards. The consultant shall review any available hydrology reports and prepare necessary analysis in accordance with RCFC&WCD

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

as well as City requirements to determine the amount of drainage tributary to the project area and to review the capacity of existing drainage facilities. Consultant shall review public agency's available hydrology/hydraulic and storm drain plan records for existing drainage facilities within and adjacent to the project site. Existing drainage patterns and runoff tributary areas to the site shall be determined. Consultant shall perform necessary analysis to determine hydraulic function and size of necessary facilities.

Deliverables: Drainage Design Report, 30% Drainage Plans (shown on the GAD)

Task 4. Environmental Documentation

Consultant shall identify environmental impacts under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) if necessary. Environmental services shall include identification and preparation of an Initial Study Assessment, technical studies and environmental document for City review and approval as necessary for CEQA clearance. The City currently anticipates an IS/MND as the appropriate CEQA document for the project. The Consultant shall evaluate the City's recommendation and determine if the IS/MND is the appropriate document for this project. Based on this assumption, the proposal should include timing and cost breakdowns for the initial assessment, as well as costs associated with potential focused surveys. At a minimum, the consultant shall address:

4.1 Traffic Impact Analysis

Consultant shall prepare a TIA for the proposed improvements for CEQA documentation. The study will address the changes in traffic volumes and patterns in the immediate vicinity. At a minimum, the study shall look at adjacent intersections to determine if traffic controls (stop control, traffic signals, etc.) are required. The consultant shall assume that Vehicle Miles Traveled (VMT) analysis will be required in conformance with SB 743.

4.2 Air Quality and Greenhouse Gas

These studies will be used in the CEQA review. The studies should include a written report (with photos of the site) discussing air quality and greenhouse gas impacts.

4.3 Biological Study

Based on the recent Negative Declaration for the modification to the City's General Plan Circulation Element, at a minimum this shall include a burrowing owl survey and Los Angeles Pocket Mouse Survey. An MSHCP consistency analysis will need to be completed as a part of this study. The necessary habitat assessments shall include written reports (with photos of the site) indicating whether or not the site contains suitable habitat.

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

4.4 Cultural Study and Paleontological Resources Report

The Cultural Study and Paleontological Resources Report should include a written report following the guidelines for Archaeological Resource Management Reports prepared by the California Office of Historical Preservation, Preservation Planning Bulletin 4(a), December 1989. AB52 compliance shall also be included in the scope of services.

4.5 Noise Study

The Noise Study shall include a written report (with photos of the site) identifying short- and long-term noise impacts, and any mitigation measures required to reduce these impacts to less than significant. Deliverables: CEQA IS/MND, Responses to Comments, Copies of Studies, Correspondence.

Task 5. Final Design Reports and Studies

Consultant shall provide final Design Reports and Studies necessary to complete the project. The following recommendations may be necessary:

5.1 Utility Coordination

Review and verification of facilities that may be in conflict based on results of potholing; relocation of any existing utilities determined to be in conflict; liability for all utility conflicts; agreements as necessary; issuance of notices to relocate as necessary.

5.2 Geotechnical Design Report

Structural conditions and recommendations that may include over excavation and recompaction areas or surcharges; all necessary analysis for proper design of the project objectives, R-values of subgrade material and the structural section of the roadway using the latest traffic index.

5.3 Supplemental Design Surveys

Provide potholing map as necessary for utility surveying in the field; establish potholing location and record elevations of any utilities located.

5.4 Storm Water Pollution Prevention Plan (SWPPP)

In compliance with National Pollution Discharge Elimination system (NPDES) requirements as well as Construction General Permits; address project's risk level; provide Notice of Intent (NOI) and assist with uploading NOI & SWPPP into the "SMARTs" system.

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

Deliverables: Utility Correspondences (i.e. Relocation Claim Letters, Agreements, Notice to Relocate, etc.), Final Studies/Reports.

Task 6. Final Design Plans, Specifications and Estimates

Consultant shall prepare a complete set of improvement plans compatible with AutoCAD 2019. PS&E submittals will be required at the 60%, 90% and 100% design intervals. The plans shall include a cover sheet with all sheets using the City title block and prepared in accordance with the regulations and standards of the City of Banning. At a minimum, the plans shall include the following new, modification or relocation of existing improvements:

· Street Improvements
· Grading
· Easement Documents
· Sidewalk, Curb & Gutter
· Retaining Walls and/or Structures
· Storm Drain
· Landscape & Irrigation
· Signing & Striping
· Erosion Control and Storm Water Pollution Prevention Plan (if necessary)
· Construction Options, Phasing and Detour Plans
· Street Lighting, Traffic Signals and Modifications
· Utilities
· Intersecting Street Designs
· Driveway Approaches
· Record of Existing Survey Monuments
· Other Related Work

Consultant shall address all plan check comments, to the satisfaction of the City Engineer. Final Plans shall be submitted on 24" X 36" mylars

Deliverables: 60%, 90%, 100% PS&E Submittals, Final PS&E, Electronic Versions of each Submittal.

Task 7. Permitting

Consultant shall investigate and process all required permits if necessary, including, but not limited to the following: Riverside County Flood Control & Water Conservation District, National Pollution Discharge Elimination System, U.S. Army Corps of Engineers, California Department of Fish and Wildlife, State of California Water Resources Control Board, and Regional Conservation Authority.

Deliverables: Correspondence with Various Agencies, Permit Applications and Final Permits

Task 8. Bidding/Construction Support

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

Consultant shall be available during the advertisement and construction of the project to answer RFI's as well as prepare necessary addenda. The consultant shall plan to attend, at a minimum, the following meetings: pre-bid meeting and pre-construction meeting. The Consultant shall review shop drawings and submittals from the contractor for conformance with the contract plans and specifications, and make recommendations for acceptance, denial or re-submittal within reasonable time of receipt. Upon written authorization from the City, consultant shall provide engineering design services for revisions to construction documents resulting from changed or unforeseen conditions, or other change order work required due to actions of the City. The Consultant shall assume a minimum of eight (8) site visits during construction as requested by the City. Upon completion of the project, the consultant shall use information based on redlined information provided by the contractor and the City to prepare as-built plans. As-built plans shall be submitted to the City within one (1) month of receipt of as-built plans.

Deliverables: Meeting Attendance, Response to Bidder's/Contractor's RFIs, Design Addenda, Submittal Reviews, As-Built Plans

II. 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 or teleconference.

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

C. Conference calls.

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

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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.

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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 6/23/2020 **Signature** DocuSigned by: Dilesh Sheth BE3BB4E55DC146F...

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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.

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates.

TASK	DESCRIPTION	SUB-BUDGET
1.	Project Management	$19,970
2.	Project Development	$26,206
3.	Preliminary Engineering Design	$76,154
4.	Environmental Documentation	$159,470
5.	Final Design Report and Studies	$67,250
6.	Final Design, Specifications and Estimates	$183,236
7.	Permitting	$11,130
8.	Bidding/Construction Support	$5,000
	TOTAL	**$548,416.05**

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.

IV. The total compensation for Services shall not exceed $548,416.05 as provided in Section 2.1 of this Agreement.

V. Consultant's billing rates for all personnel are attached as Exhibit C-1.

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

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.

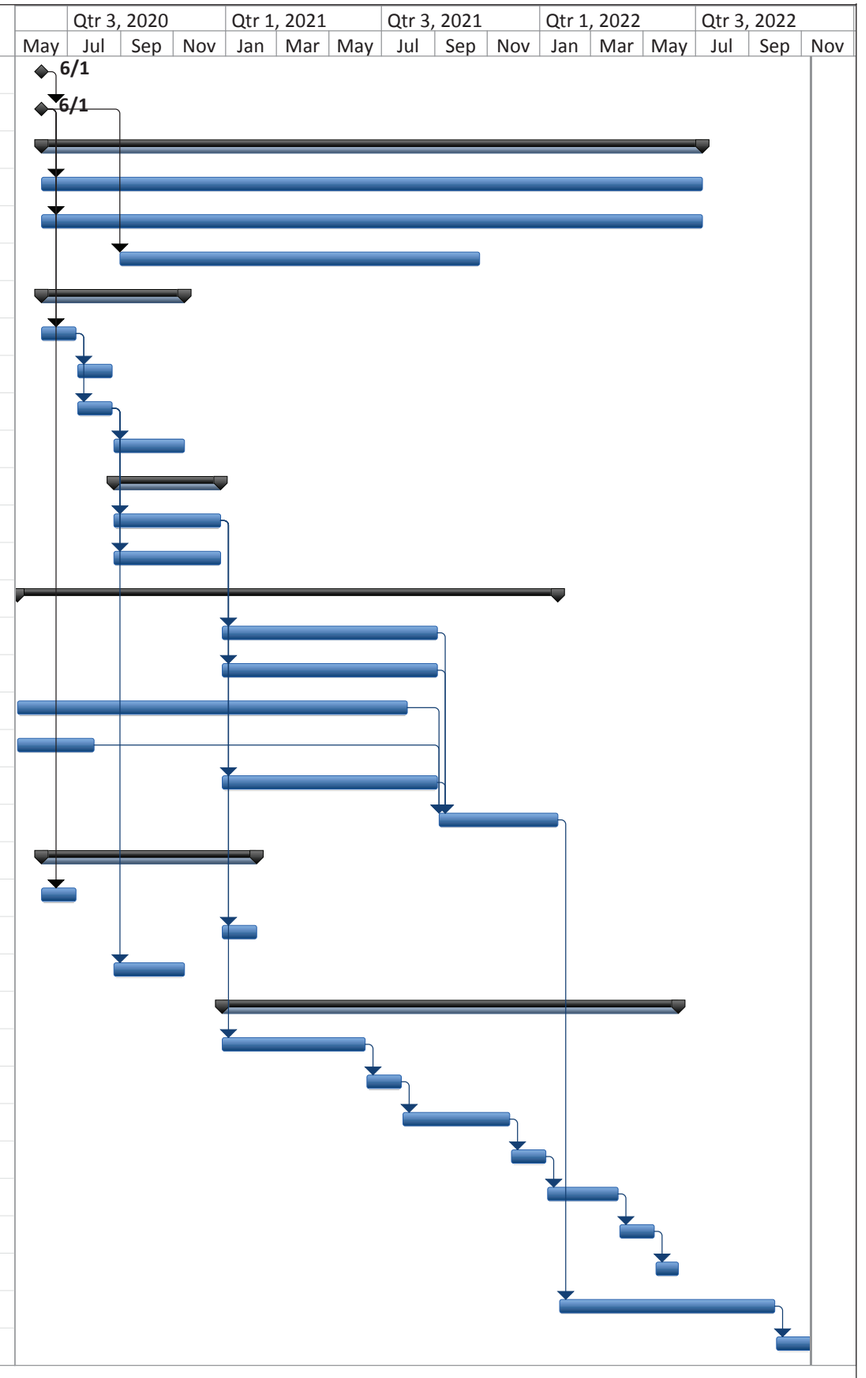
II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

DocuSign Envelope ID: 4DAF5136-2889-41EC-86A1-358FD12631F3

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

Section D. Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	Contract Award	0 days	Mon 6/1/20	Mon 6/1/20	
2	Project Kick-Off Meeting	0 days	Mon 6/1/20	Mon 6/1/20	1
3	**Task 1 - Project Management**	**550 days**	**Mon 6/1/20**	**Fri 7/8/22**	
4	1.1 - Coordination and Meetings (Prepare Agendas and Minutes)	550 days	Mon 6/1/20	Fri 7/8/22	**2**
5	1.2 - Prepare Monthly Progress Reports and Work Plans	550 days	Mon 6/1/20	Fri 7/8/22	**2**
6	1.3 - Coordination with Stakeholders and Agencies	300 days	Mon 8/31/20	Fri 10/22/21	2
7	**Task 2 - Project Development**	**120 days**	**Mon 6/1/20**	**Fri 11/13/20**	
8	2.1 - Data Collection and Site Reconnaissance	30 days	Mon 6/1/20	Fri 7/10/20	2
9	2.2 - Survey and Aerial Topographic Mapping	30 days	Mon 7/13/20	Fri 8/21/20	8
10	2.3 - Utility Research and Base Mapping	30 days	Mon 7/13/20	Fri 8/21/20	8
11	2.4 - Public Outreach	60 days	Mon 8/24/20	Fri 11/13/20	10
12	**Task 3 - Prelinimary Engineering Design**	**90 days**	**Mon 8/24/20**	**Fri 12/25/20**	
13	3.1 - Roadway Geometric Approval Drawing (GAD)	90 days	Mon 8/24/20	Fri 12/25/20	10
14	3.2 - Preliminary Roadway Drainage Plans	90 days	Mon 8/24/20	Fri 12/25/20	10
15	**Task 4 - Environmental Documentation**	**450 days**	**Mon 5/4/20**	**Fri 1/21/22**	
16	4.1 - Traffic Impact Analysis	180 days	Mon 12/28/20	Fri 9/3/21	13
17	4.2 - Air Quality and Greenhouse Gas	180 days	Mon 12/28/20	Fri 9/3/21	13
18	4.3 - Biological Study	325 days	Mon 5/4/20	Fri 7/30/21	
19	4.4 - Cultural Study and Paleontological Report	65 days	Mon 5/4/20	Fri 7/31/20	
20	4.5 - Noise Study	180 days	Mon 12/28/20	Fri 9/3/21	13
21	4.6 - CEQA Documentation	100 days	Mon 9/6/21	Fri 1/21/22	16,17,18,19,20
22	**Task 5 - Final Design Reports and Studies**	**180 days**	**Mon 6/1/20**	**Fri 2/5/21**	
23	5.1 - Utility Coordination	30 days	Mon 6/1/20	Fri 7/10/20	2
24	5.2 - Supplemental Design Survey	30 days	Mon 12/28/20	Fri 2/5/21	13
25	5.3 - Storm Water Pollution Prevention Plan (SWPPP)	60 days	Mon 8/24/20	Fri 11/13/20	10
26	**Task 6 - Final Design Plans, Specifications and Estimate**	**380 days**	**Mon 12/28/20**	**Fri 6/10/22**	
27	Preparation of 60% Plans	120 days	Mon 12/28/20	Fri 6/11/21	13
28	City Review of 60% Plans	30 days	Mon 6/14/21	Fri 7/23/21	27
29	Preparation of 90% PS&E	90 days	Mon 7/26/21	Fri 11/26/21	28
30	City Review of 90% PS&E	30 days	Mon 11/29/21	Fri 1/7/22	29
31	Preparation of 100% PS&E	60 days	Mon 1/10/22	Fri 4/1/22	30
32	City Review of 100% PS&E	30 days	Mon 4/4/22	Fri 5/13/22	31
33	Approval of PS&E Package	20 days	Mon 5/16/22	Fri 6/10/22	32
34	**Task 7 - Regulatory Permitting**	180 days	Mon 1/24/22	Fri 9/30/22	21
35	**Task 8 - Bidding / Construction Support**	30 days	Mon 10/3/22	Fri 11/11/22	34



DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN THE CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: November 8, 2022.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty Four Thousand Eight Hundred Forty One Dollars and Sixty One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty Five Dollars and Sixty Six Cents ($603,725.66) The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

TERMS

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

(a) Section 2.1 – "Contract Sum" of the Agreement is amended to provide that Consultant's total compensation shall not to exceed Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty Six Cents ($751,947.66).

(b) Section 3.4 – "Term" of the Agreement is hereby amended to extend the Agreement term to June 30, 2024.

2. **Continuing Effect of Agreement**. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Professional Services Agreement.

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

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority**. The persons executing this Amendment No. 1 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. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other Agreement to which said party is bound.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 1 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

DocuSigned by:
Doug Schulze 11/7/2022
0AD14BA217CE497...

Douglas Schulze, Date
City Manager

ATTEST:

DocuSigned by:
11/8/2022
72C57B436CA24C7...

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
Serita Young 11/4/2022
F3821C827AF84EF...

Serita R. Young Date
City Attorney

CONSULTANT

DocuSigned by:
Dilesh Sheth, PE, TE 10/19/2022
BE3BB4E55DC146F...

Dilesh Sheth Date
Vice President

NAME: Date
TITLE:

95-1723730
Tax ID No.

Address:
3788 McCray Street
Riverside, CA 92506

City Council Approval: October 11, 2022

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.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

RESOLUTION 2022-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES, INC. FOR AN ADDITIONAL AMOUNT OF $148,222 FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION; EXTENDING THE TERM OF AGREEMENT TO JUNE 30, 2024; AND RESCINDING RESOLUTION 2022-106

WHEREAS, on April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension in the amount of $548,416.05, and a 10% contingency for a total of $603,725.66; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project; and

WHEREAS, on February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority RCA in the amount of $24, 9873.25, paid from contingency funds; and

WHEREAS, on March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of sediment transport in the amount of $5,974.88, paid from contingency funds; and

WHEREAS, on May 12, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for additional out of scope work such as storm drain system design, environmental coordination with Wildlife Agencies and Western Riverside County Regional Conservation Authority (RCA), supplemental environmental documentation and jurisdictional delineation and permitting in the amount of $148,222; and

WHEREAS, Amendment No.1 will amend the purchase order by adding an additional $148,222; and

WHEREAS, Amendment No. 1 will also extend the term of the Agreement to June 30, 2024; and

WHEREAS, an appropriation from the Measure A Fund in the amount of $148,222 to Account No. 101-4900-431.93-16 is necessary to cover the change orders; and

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

WHEREAS, the project, including Amendment No. 1 is fully funded by the TUMF program up to $1,000,000.

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

SECTION 1. City Council hereby approves Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional $148,222 for the Design of Sun Lakes Boulevard Extension and extend the term of the agreement to June 30, 2024.

SECTION 2. The City Manager or designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement Amendment No. 1 with Albert A. Webb Associates, Inc.

SECTION 3. The City Manager or designee is authorized to execute Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc.

PASSED, APPROVED AND ADOPTED this 11th day of October 2022.

Colleen Wallace, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita Young, City Attorney
Richards, Watson & Gershon

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2022-139, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of October 2022 by the following vote, to wit:

AYES: Happe, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Art Vela, Director of Public Works**
Patrick Safari, Associate Engineer

MEETING DATE: **October 11, 2022**

SUBJECT: **Consideration of Resolution 2022-139, Approving Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an Additional Amount of $148,222 for the Design of Sun Lakes Boulevard Extension; Extending the Term of Agreement to June 30, 2024; and Rescinding Resolution 2022-106**

RECOMMENDATION:

City Council adopt Resolution 2022-139:

1. Approving Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional amount of $148,222 for the Design of Sun Lakes Boulevard Extension and extend the term of the agreement to June 30, 2024.
2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement Amendment No. 1 with Albert A. Webb Associates, Inc.
3. Authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc.
4. Rescinding Resolution 2022-106.

BACKGROUND:

On April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension (“Project”) in the amount of $548,416.05 with a 10% contingency of $54,841.61, for a total of $603,725.66.

On July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project. The TUMF

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

funding would fully fund the environmental documentation (CEQA) and the design of the Project.

On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

On May 12, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for additional out-of-scope work such as storm drain system design, environmental coordination with Wildlife Agencies and Western Riverside County Regional Conservation Authority (RCA), supplemental environmental documentation and jurisdictional delineation and permitting in the amount of $148,222. The change order increased the contract amount to $751,947.66.

JUSTIFICATION:

Throughout the design process and coordination with the various environmental regulatory agencies, several out-of-scope tasks were identified that were needed to be completed in order to continue progress on the Project leading to the change orders described in the background section of this report.

As a result of the extra work, Amendment No.1 will also extend the term of the Agreement to June 30, 2024.

FISCAL IMPACT:

An appropriation from the Measure A Fund in the amount of $148,222 to Account No. 101-4900-431.93-16 is necessary to cover the current change order $148,222 as described above. A contingency balance will remain equal to $23,883.48.

The project is fully funded by the TUMF program up to $1,000,000, therefore the additional expenditures related to Amendment No. 1 will be fully reimbursed by the TUMF program.

ALTERNATIVES:

1. Approve Resolution 2022-139
2. Do not approve Resolution 2022-139 and provide alternative direction to staff.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

ATTACHMENTS:

1. Resolution 2022-139
   https://banningca.gov/DocumentCenter/View/11549/Att-1-Resolution-2022-139
2. Approved Resolution 2020-48
   https://banningca.gov/DocumentCenter/View/11550/Att-2-CC-Resolution-No-2020-048
3. Approved Resolution 2020-97
   https://banningca.gov/DocumentCenter/View/11551/Att-3-CC-Resolution-No-2020-097
4. Professional Services Agreement with Webb
   https://banningca.gov/DocumentCenter/View/11552/Att-4-Professional-Services-Agreement-with-Webb
5. Amendment No.1 to the Webb Agreement
   https://banningca.gov/DocumentCenter/View/11547/Att-5-Amendment-No-1
6. Change Orders
   https://banningca.gov/DocumentCenter/View/11548/Att-6--Change-Orders

Approved by:

Douglas Schulze
City Manager

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

CHANGE ORDER

Change Order No. 2

Purchase Order No. 030269

Date 1/25/2022

Agreement Date 6/23/2020

Sheet 1 of 2

Owner: CITY OF BANNING

Project: **2020-04 Sun Lakes Boulevard Extension**

Contractor: Albert A. Webb and Associates

The following changes are hereby made to the Contract Documents:

JUSTIFICATIONS:

Out of scope work. Sediment Transport Study was needed to assess the potential sediment transport capacity at the proposed arched culverts crossings.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

CHANGE TO CONTRACT PRICE

Original Contract Price	$ 548,416.05 Current
Contract Price adjusted by previous Change Order(s)	$ 573,399.30
Contract Price due to this Change Order will be (increased)	$ 5,974.88
New Contract Price including this Change Order	$ 579,374.18

CHANGE TO CONTRACT TIME

Contract Time will be (increased) Date	12/31/2022
for Completion of all Work	580 (Working Days) (Date)

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Recommended by: _____ Date: 1/26/2022

Approved by: _____ Date: 1/27/22

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

CHANGE ORDER

Change Order No._____1_____

Purchase Order No._____030269_____

Date_____1/11/2022_____

Agreement Date__6/23/2020_____

Sheet _____1_____ of ____2_____

Owner: CITY OF BANNING

Project: **2020-04 Sun Lakes Boulevard Extension**

Contractor:_____Albert A. Webb and Associates_____

The following changes are hereby made to the Contract Documents:

JUSTIFICATIONS:

Out of scope work. Coordination with RCA, meetings with RCA, analysis of arched culvert design, coordination and plan revisions per Sunset Crossroads Project.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

CHANGE TO CONTRACT PRICE

Original Contract Price	$ 548,416.05 Current
Contract Price adjusted by previous Change Order(s)	$ 548,416.05
Contract Price due to this Change Order will be (increased)	$ 24,983.25
New Contract Price including this Change Order	$ 573,399.30

CHANGE TO CONTRACT TIME

Contract Time will be (increased) Date	12/31/2022
for Completion of all Work	580 (Working Days) (Date)

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Recommended by: Peter Safai Date: 1/11/2022

Approved by: [signature] Date: 1/14/22

Richards, Watson & Gershon - 2018

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

RESOLUTION 2020-97

ADOPT RESOLUTION 2020-97, AUTHORIZING THE CITY MANAGER TO EXECUTE A TUMF REIMBURSEMENT AGREEMENT WITH WRCOG FOR UP TO $1,000,000 IN TUMF FUNDS FOR THE SUN LAKES BOULEVARD EXTENSION PROJECT

WHEREAS, Western Riverside Council of Government (WRCOG) has developed and administers the Transportation Uniform Mitigation Fee (TUMF) program, a regional fee program designed to provide transportation infrastructure to mitigate the impact of new growth in western Riverside County. The City of Banning is an active member in WRCOG; and

WHEREAS, as the program administrator, WRCOG allocates TUMF funds to a variety of agencies, including the Riverside County Transportation Commission (RCTC), Riverside Transit Agency (RTA), Western Riverside Regional Conservation Authority (RCA) and western Riverside cities and Riverside County areas through applicable TUMF Zones; and

WHEREAS, the City of Banning is part of the Pass Zone along with the City of Calimesa, City of Beaumont and Riverside County (District 5); and

WHEREAS, the Pass Zone Transportation Improvement Program (TIP), which included the Sun Lakes Boulevard Extension project, was approved by the WRCOG Executive Committee at its May 4, 2020 meeting; and

WHEREAS, the TUMF Reimbursement Agreement will provide up to $1,000,000 in TUMF funds in the form of a reimbursement to the City of Banning for expenditures related to the Sun Lakes Boulevard Extension project; and

WHEREAS, the WRCOG Executive Committee approved the TUMF Reimbursement Agreement at its June 1, 2020 meeting.

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

Section 1. The Banning City Council adopts Resolution 2020-97 authorizing the City Manager to execute the TUMF Reimbursement Agreement with WRCOG for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project.

Section 2. The City Manager or his designee is authorized to record the reimbursement funds and to make all necessary budget adjustments, appropriations and transfers related to the TUMF Reimbursement Agreement for the Sun Lakes Boulevard Extension project.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

PASSED, APPROVED AND ADOPTED this 14th day of July, 2020.

Daniela Andrade

Daniela Andrade, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

Kevin G. Ennis, Esq., City Attorney
Richards, Watson & Gershon

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2020-97, was adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 14th day of July, 2020, by the following vote, to wit:

AYES: Councilmembers Happe, Pingree, Wallace, Welch and Mayor Andrade

NOES: None

ABSTAIN: None

ABSENT: None

Sonja De La Fuente, Deputy City Clerk
City of Banning

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

RESOLUTION 2020-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF THE SUN LAKES BOULEVARD EXTENSION FROM HIGHLAND HOME ROAD TO SUNSET AVENUE, TO ALBERT A. WEBB ASSOCIATES IN THE AMOUNT OF $548,416.05 AND APPROVING A 10% CONTINGENCY FOR A TOTAL PROJECT BUDGET OF "NOT-TO-EXCEED" $603,258.05

WHEREAS, there is a current need for a new road on the south side of Interstate 10 to close a gap in the City's street network from Highland Home Road to Sunset Avenue to reduce existing congestion at the Highland Springs Avenue interchange and to accommodate expected growth within the City; and

WHEREAS, on February 11, 2020, under Resolution 2020-21 the City Council accepted Lots A, D, E, F and G for the necessary right-of-way for the extension of Sun Lakes Boulevard from Highland Home Road to Sunset Avenue. The lots were originally offered to the City on Parcel Map 25541 approved on August 28, 1990, at which time the City deferred the approval of the right-of-way to a future date; and

WHEREAS, on March 24, 2020, under Resolution 2020-37, the City Council approved General Plan Amendment 19-2502 and Environmental Assessment 19-1503, a proposed amendment to the Circulation Element of the General Plan to modify the alignment of Sun Lakes Boulevard from its existing General Plan alignment with Lincoln Street to the proposed alignment with Westward Avenue following closely the right-of-way offered on Parcel Map 25541; and

WHEREAS, on February 18, 2020, staff released an Invitation for Bid for the Design of the Sun Lakes Boulevard Extension to five (5) consultants on the on-call engineering list approved by City Council on September 10, 2019 under Resolution 2019-116 and received three (3) proposals ranging in costs from $508,678 to $849,674; and

WHEREAS, staff evaluated the proposals based on qualifications, cost, experience with the request scope of services and response to the request for proposals. As a result, staff recommends the award of a professional services agreement to Albert A. Webb Associates, in the amount of $548,416.05; and

WHEREAS, the total project budget of $603,258.05, which includes a 10% contingency, will be funded by Measure A funds. The project costs are eligible and expected to be reimbursed by the Western Riverside Council of Governments (WRCOG) via the Transportation Uniform Mitigation Fee (TUMF) program.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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

SECTION 1. The City of Banning City Council adopts Resolution No. 2020-48 Professional Services Agreement for the Design of the Sun Lakes Boulevard Extension from Highland Home Road to Sunset Avenue, to Albert A. Webb Associates in the amount of $548,416.05 and approves a 10% contingency for a total project budget of "not-to-exceed" $603,258.05.

SECTION 2. City Council authorizes the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement with Albert A. Webb Associates and to approve change orders within the 10% contingency.

SECTION 3. The City Manager is authorized to execute the Professional Services Agreement with Albert A. Webb Associates.

SECTION 4. The City Clerk is authorized to certify 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 April, 2020.

Daniela Andrade

Daniela Andrade, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, Esq., City Attorney
Richards, Watson & Gershon

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2020-48 was duly adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 14th of April, 2020.

AYES: Councilmembers Happe, Pingree, Wallace, Welch & Mayor Andrade

NOES: None

ABSTAIN: None

ABSENT: None

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

AGREEMENT FOR PROFESSIONAL SERVICES (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A WEBB ASSOCIATES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: 6/23/2020, ("Effective Date") by and between the **CITY OF BANNING, a California municipal corporation** ("City") and **ALBERT A WEBB ASSOCIATES, 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, the performance of the services for the design of Sun Lakes Boulevard extension prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

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

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works," Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit B** hereto.

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).

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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 five percent (5%) 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.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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
Dilesh Sheth	Vice President

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.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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 the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than $ 548,416.05 (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 IV 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.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

3.4 Term.

The Term of this Agreement shall be from the Effective Date through October 3, 2022, 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.

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

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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) 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).

2) Other Indemnities. 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 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

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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, 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 Claims 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.

3) 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.3.

4) 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, hold harmless and defend the Indemnitees from and against any and all Liabilities and 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, including the Indemnitees' active or passive negligence, except for Liabilities and Claims 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.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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: Patrick Safari
Associate Engineer
City of Banning
99 East Ramsey Street
Banning, California 90220
Email: psafari@banningca.gov

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

With a courtesy copy to:	Kevin G. Ennis, City Attorney Richards, Watson & Gershon 355 South Grand Avenue, 40th Floor Los Angeles, California 90071 Email: kennis@rwglaw.com
If to Consultant:	Dilesh Sheth Vice President Albert A. Webb Associates 3788 McCray Street Riverside, CA 92506 Email: dilesh.sheth@webbassociates.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.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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.

[SIGNATURES ON FOLLOWING PAGE]

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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

CITY OF BANNING

DocuSigned by:
Doug Schulze 6/23/2020
0AD14BA217CE497...

Douglas Schulze, Date
City Manager

ATTEST:

DocuSigned by:
Sonja De La Fuente 6/23/2020
9C9C3E6DD5AB49B...

Sonja De La Fuente Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
Kevin Ennis 6/23/2020
940BF72E9643348C...

Kevin G. Ennis, Esq., Date
City Attorney

CONSULTANT

DocuSigned by:
Dilesh Sheth 6/23/2020
BE3BB4E56D148B...

NAME: Dilesh Sheth Date
TITLE: Vice President

NAME: Date
TITLE:

95-1723730
Tax ID No.

Address:
3788 McCray Street, Riverside, Ca 92506

City Council Approval: 04/14/2020

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.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing design of Sun Lakes Boulevard extension prepared in connection therewith:

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

A. Consultant shall provide services necessary to provide a complete (construction ready) project.

Task 1. Project Management

The consultant shall attend regular status meetings with the City throughout the duration of the project as well as prepare monthly progress reports. The consultant shall develop and maintain a detailed work program and schedule the development of a project specific Work Plan. The Work Plan will include, at a minimum, details of methodology, sequence of tasks, lists of deliverables, milestone submittal schedule, summary of organizational responsibilities and contacts, as well as reporting and invoicing procedures. The consultant will meet face to face with the Project Design Team (PDT) monthly. The consultant will be responsible to facilitate other meetings as necessary with City Departments and other key stakeholders, creating meeting agendas with input from the City and prepare and distribute meeting minutes.

Deliverables: Work Plan, Monthly Progress Reports, Meeting Agendas and Meeting Minutes.

Task 2. Project Development

2.1 Data Collection and Site Reconnaissance

Consultant shall collect and review available existing reports, data, as-built plans, and information relevant to the project from the City, County and any other agency necessary to complete the work, including assessor's information and any utilities that exist in the area. Consultant shall conduct a field investigation to familiarize the project team with the drainage conditions, flow patterns, existing design constraints and existing/ongoing improvements in the project area.

Deliverables: Field Review Notes, Photo Logs, Copies of Existing Data

2.2 Survey and Aerial Topographic Mapping

Consultant shall research available record information pertaining to the project including: Tract Maps, Records of Survey, Parcel Maps and Right-of-Way Maps.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

Consultant shall provide topographical mapping at 1-foot contour intervals and field surveying to identify existing topographical features. Tie out any and all survey monuments that may be disturbed by the work. Establish street centerline and centerline stationing to an accuracy of one-tenth foot (0.10'). Establish temporary benchmarks required for the work and provide all elevations, dimensions and other measurements necessary to establish proper line and grade.

Deliverables: AutoCAD drawing file of the survey points

2.3 Utility Research and Base Mapping

Consultant shall act on behalf of the City of Banning and contact all utility purveyors to determine if existing facilities are present in the area. Utility data shall be base mapped and include appropriate identification by their respective owner, location and size.

2.4 Public Outreach

Due to the number of residences and existing developments located adjacent to the project site, the Consultant shall include the necessary public outreach. At a minimum, this shall be conducted in an "Open house" fashion to give the adjacent neighbors a chance to learn about the project and note any potential concerns.

Deliverables: Letters to Utility Owners, Utility As-Built Maps, Utility Base Map

Task 3. Preliminary Engineering Design

3.1 Roadway Geometric Approval Drawings (GAD's)

Consultant shall analyze and prepare a proposed alignment consistent with the existing right-of-way and in accordance with the Caltrans Highway Design Manual for geometric features. It is anticipated that right-of-way will not be required as a part of this project; however, construction easements, slope easements, etc. may still be required. The GAD shall include typical cross sections as well as the identification of existing rights-of-way and property lines to determine any need for right-of-way or easements.

Deliverables: Geometric Approval Drawings (30% Complete Plans),

Preliminary Cost Estimate, Preliminary Right-of-Way Requirements Map

3.2 Preliminary Roadway Drainage Plans

Consultant shall prepare drainage design for the proposed improvements in accordance with the Riverside County Flood Control and Water Conservation District (RCFC&WCD) design standards. The consultant shall review any available hydrology reports and prepare necessary analysis in accordance with RCFC&WCD

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

as well as City requirements to determine the amount of drainage tributary to the project area and to review the capacity of existing drainage facilities. Consultant shall review public agency's available hydrology/hydraulic and storm drain plan records for existing drainage facilities within and adjacent to the project site. Existing drainage patterns and runoff tributary areas to the site shall be determined. Consultant shall perform necessary analysis to determine hydraulic function and size of necessary facilities.

Deliverables: Drainage Design Report, 30% Drainage Plans (shown on the GAD)

Task 4. Environmental Documentation

Consultant shall identify environmental impacts under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) if necessary. Environmental services shall include identification and preparation of an Initial Study Assessment, technical studies and environmental document for City review and approval as necessary for CEQA clearance. The City currently anticipates an IS/MND as the appropriate CEQA document for the project. The Consultant shall evaluate the City's recommendation and determine if the IS/MND is the appropriate document for this project. Based on this assumption, the proposal should include timing and cost breakdowns for the initial assessment, as well as costs associated with potential focused surveys. At a minimum, the consultant shall address:

4.1 Traffic Impact Analysis

Consultant shall prepare a TIA for the proposed improvements for CEQA documentation. The study will address the changes in traffic volumes and patterns in the immediate vicinity. At a minimum, the study shall look at adjacent intersections to determine if traffic controls (stop control, traffic signals, etc.) are required. The consultant shall assume that Vehicle Miles Traveled (VMT) analysis will be required in conformance with SB 743.

4.2 Air Quality and Greenhouse Gas

These studies will be used in the CEQA review. The studies should include a written report (with photos of the site) discussing air quality and greenhouse gas impacts.

4.3 Biological Study

Based on the recent Negative Declaration for the modification to the City's General Plan Circulation Element, at a minimum this shall include a burrowing owl survey and Los Angeles Pocket Mouse Survey. An MSHCP consistency analysis will need to be completed as a part of this study. The necessary habitat assessments shall include written reports (with photos of the site) indicating whether or not the site contains suitable habitat.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

4.4 Cultural Study and Paleontological Resources Report

The Cultural Study and Paleontological Resources Report should include a written report following the guidelines for Archaeological Resource Management Reports prepared by the California Office of Historical Preservation, Preservation Planning Bulletin 4(a), December 1989. AB52 compliance shall also be included in the scope of services.

4.5 Noise Study

The Noise Study shall include a written report (with photos of the site) identifying short- and long-term noise impacts, and any mitigation measures required to reduce these impacts to less than significant. Deliverables: CEQA IS/MND, Responses to Comments, Copies of Studies, Correspondence.

Task 5. Final Design Reports and Studies

Consultant shall provide final Design Reports and Studies necessary to complete the project. The following recommendations may be necessary:

5.1 Utility Coordination

Review and verification of facilities that may be in conflict based on results of potholing; relocation of any existing utilities determined to be in conflict; liability for all utility conflicts; agreements as necessary; issuance of notices to relocate as necessary.

5.2 Geotechnical Design Report

Structural conditions and recommendations that may include over excavation and recompaction areas or surcharges; all necessary analysis for proper design of the project objectives, R-values of subgrade material and the structural section of the roadway using the latest traffic index.

5.3 Supplemental Design Surveys

Provide potholing map as necessary for utility surveying in the field; establish potholing location and record elevations of any utilities located.

5.4 Storm Water Pollution Prevention Plan (SWPPP)

In compliance with National Pollution Discharge Elimination system (NPDES) requirements as well as Construction General Permits; address project's risk level; provide Notice of Intent (NOI) and assist with uploading NOI & SWPPP into the "SMARTs" system.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

Deliverables: Utility Correspondences (i.e. Relocation Claim Letters, Agreements, Notice to Relocate, etc.), Final Studies/Reports.

Task 6. Final Design Plans, Specifications and Estimates

Consultant shall prepare a complete set of improvement plans compatible with AutoCAD 2019. PS&E submittals will be required at the 60%, 90% and 100% design intervals. The plans shall include a cover sheet with all sheets using the City title block and prepared in accordance with the regulations and standards of the City of Banning. At a minimum, the plans shall include the following new, modification or relocation of existing improvements:

· Street Improvements
· Grading
· Easement Documents
· Sidewalk, Curb & Gutter
· Retaining Walls and/or Structures
· Storm Drain
· Landscape & Irrigation
· Signing & Striping
· Erosion Control and Storm Water Pollution Prevention Plan (if necessary)
· Construction Options, Phasing and Detour Plans
· Street Lighting, Traffic Signals and Modifications
· Utilities
· Intersecting Street Designs
· Driveway Approaches
· Record of Existing Survey Monuments
· Other Related Work

Consultant shall address all plan check comments, to the satisfaction of the City Engineer. Final Plans shall be submitted on 24" X 36" mylars

Deliverables: 60%, 90%, 100% PS&E Submittals, Final PS&E, Electronic Versions of each Submittal.

Task 7. Permitting

Consultant shall investigate and process all required permits if necessary, including, but not limited to the following: Riverside County Flood Control & Water Conservation District, National Pollution Discharge Elimination System, U.S. Army Corps of Engineers, California Department of Fish and Wildlife, State of California Water Resources Control Board, and Regional Conservation Authority.

Deliverables: Correspondence with Various Agencies, Permit Applications and Final Permits

Task 8. Bidding/Construction Support

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

Consultant shall be available during the advertisement and construction of the project to answer RFI's as well as prepare necessary addenda. The consultant shall plan to attend, at a minimum, the following meetings: pre-bid meeting and pre-construction meeting. The Consultant shall review shop drawings and submittals from the contractor for conformance with the contract plans and specifications, and make recommendations for acceptance, denial or re-submittal within reasonable time of receipt. Upon written authorization from the City, consultant shall provide engineering design services for revisions to construction documents resulting from changed or unforeseen conditions, or other change order work required due to actions of the City. The Consultant shall assume a minimum of eight (8) site visits during construction as requested by the City. Upon completion of the project, the consultant shall use information based on redlined information provided by the contractor and the City to prepare as-built plans. As-built plans shall be submitted to the City within one (1) month of receipt of as-built plans.

Deliverables: Meeting Attendance, Response to Bidder's/Contractor's RFIs, Design Addenda, Submittal Reviews, As-Built Plans

II. 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 or teleconference.

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

C. Conference calls.

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

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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 6/23/2020 **Signature** DocuSigned by: Dilesh Sheth BE3BB4E55DC146F...

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates.

TASK	DESCRIPTION	SUB-BUDGET
1.	Project Management	$19,970
2.	Project Development	$26,206
3.	Preliminary Engineering Design	$76,154
4.	Environmental Documentation	$159,470
5.	Final Design Report and Studies	$67,250
6.	Final Design, Specifications and Estimates	$183,236
7.	Permitting	$11,130
8.	Bidding/Construction Support	$5,000
	TOTAL	**$548,416.05**

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.

IV. The total compensation for Services shall not exceed $548,416.05 as provided in Section 2.1 of this Agreement.

V. Consultant's billing rates for all personnel are attached as Exhibit C-1.

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

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.

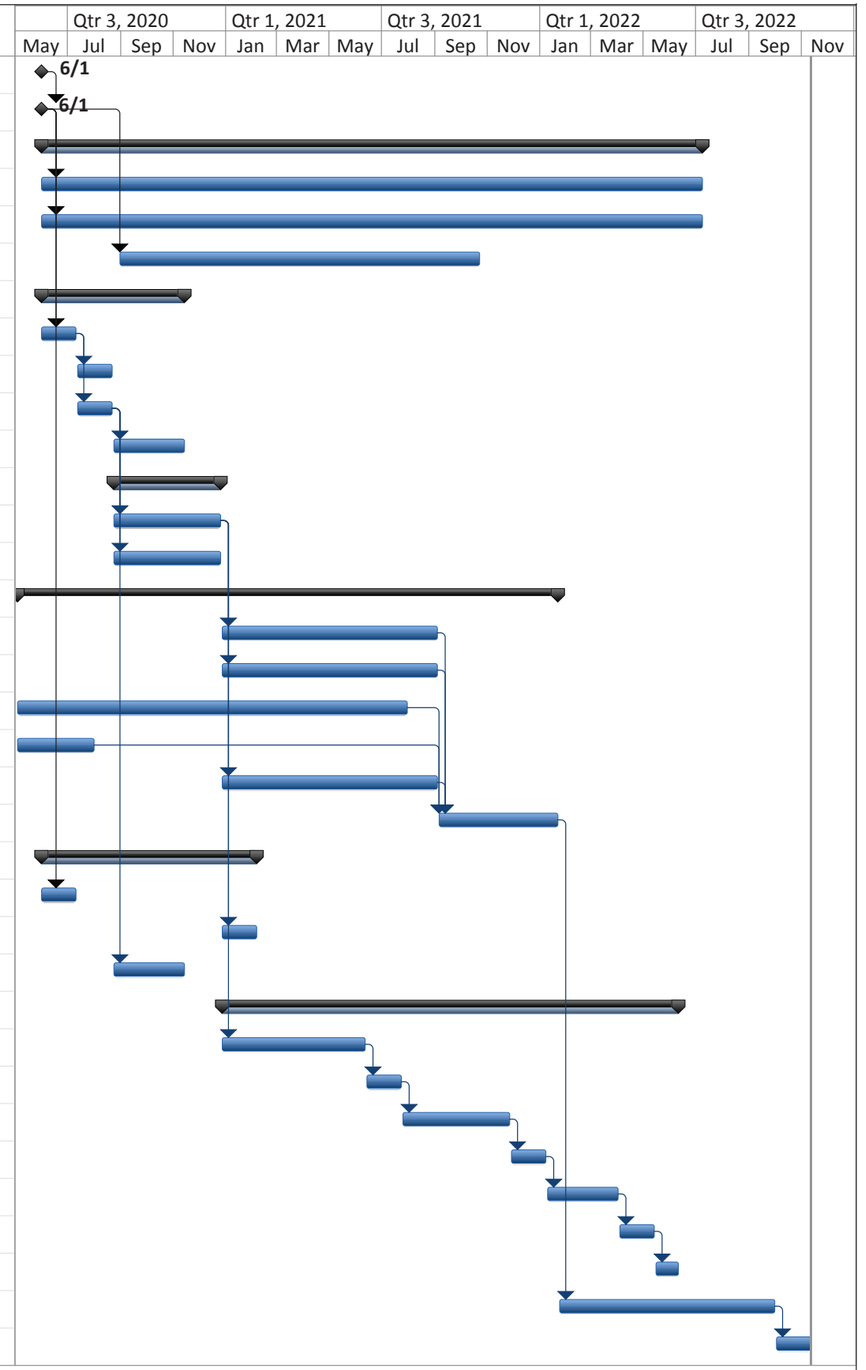
DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

Section D. Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	Contract Award	0 days	Mon 6/1/20	Mon 6/1/20	
2	Project Kick-Off Meeting	0 days	Mon 6/1/20	Mon 6/1/20	1
3	**Task 1 - Project Management**	**550 days**	**Mon 6/1/20**	**Fri 7/8/22**	
4	1.1 - Coordination and Meetings (Prepare Agendas and Minutes)	550 days	Mon 6/1/20	Fri 7/8/22	**2**
5	1.2 - Prepare Monthly Progress Reports and Work Plans	550 days	Mon 6/1/20	Fri 7/8/22	**2**
6	1.3 - Coordination with Stakeholders and Agencies	300 days	Mon 8/31/20	Fri 10/22/21	2
7	**Task 2 - Project Development**	**120 days**	**Mon 6/1/20**	**Fri 11/13/20**	
8	2.1 - Data Collection and Site Reconnaissance	30 days	Mon 6/1/20	Fri 7/10/20	2
9	2.2 - Survey and Aerial Topographic Mapping	30 days	Mon 7/13/20	Fri 8/21/20	8
10	2.3 - Utility Research and Base Mapping	30 days	Mon 7/13/20	Fri 8/21/20	8
11	2.4 - Public Outreach	60 days	Mon 8/24/20	Fri 11/13/20	10
12	**Task 3 - Prelinimary Engineering Design**	**90 days**	**Mon 8/24/20**	**Fri 12/25/20**	
13	3.1 - Roadway Geometric Approval Drawing (GAD)	90 days	Mon 8/24/20	Fri 12/25/20	10
14	3.2 - Preliminary Roadway Drainage Plans	90 days	Mon 8/24/20	Fri 12/25/20	10
15	**Task 4 - Environmental Documentation**	**450 days**	**Mon 5/4/20**	**Fri 1/21/22**	
16	4.1 - Traffic Impact Analysis	180 days	Mon 12/28/20	Fri 9/3/21	13
17	4.2 - Air Quality and Greenhouse Gas	180 days	Mon 12/28/20	Fri 9/3/21	13
18	4.3 - Biological Study	325 days	Mon 5/4/20	Fri 7/30/21	
19	4.4 - Cultural Study and Paleontological Report	65 days	Mon 5/4/20	Fri 7/31/20	
20	4.5 - Noise Study	180 days	Mon 12/28/20	Fri 9/3/21	13
21	4.6 - CEQA Documentation	100 days	Mon 9/6/21	Fri 1/21/22	16,17,18,19,20
22	**Task 5 - Final Design Reports and Studies**	**180 days**	**Mon 6/1/20**	**Fri 2/5/21**	
23	5.1 - Utility Coordination	30 days	Mon 6/1/20	Fri 7/10/20	2
24	5.2 - Supplemental Design Survey	30 days	Mon 12/28/20	Fri 2/5/21	13
25	5.3 - Storm Water Pollution Prevention Plan (SWPPP)	60 days	Mon 8/24/20	Fri 11/13/20	10
26	**Task 6 - Final Design Plans, Specifications and Estimate**	**380 days**	**Mon 12/28/20**	**Fri 6/10/22**	
27	Preparation of 60% Plans	120 days	Mon 12/28/20	Fri 6/11/21	13
28	City Review of 60% Plans	30 days	Mon 6/14/21	Fri 7/23/21	27
29	Preparation of 90% PS&E	90 days	Mon 7/26/21	Fri 11/26/21	28
30	City Review of 90% PS&E	30 days	Mon 11/29/21	Fri 1/7/22	29
31	Preparation of 100% PS&E	60 days	Mon 1/10/22	Fri 4/1/22	30
32	City Review of 100% PS&E	30 days	Mon 4/4/22	Fri 5/13/22	31
33	Approval of PS&E Package	20 days	Mon 5/16/22	Fri 6/10/22	32
34	**Task 7 - Regulatory Permitting**	180 days	Mon 1/24/22	Fri 9/30/22	21
35	**Task 8 - Bidding / Construction Support**	30 days	Mon 10/3/22	Fri 11/11/22	34



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN THE CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES ("Amendment No. 2") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty Four Thousand Eight Hundred Forty One Dollars and Sixty One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty Five Dollars and Sixty Six Cents ($603,725.66) The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. City and Consultant now desire to amend the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars ($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six

Cents ($1,248,026.66).

TERMS

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

(a) Section 2.1 – "Contract Sum" of the Agreement is amended to provide that Consultant's total compensation shall not to exceed One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

(b) Section 3.4 – "Term" of the Agreement is hereby amended to extend the Agreement term to June 30, 2025.

(c) Section 1.1, Exhibit "A" and Exhibit "D" - The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

2. **Continuing Effect of Agreement**. Except as amended by this Amendment No. 2 , all provisions of the Agreement as amended by Amendment Nos 1, 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 Amendments Nos. 1 through 2 to the Professional Services Agreement. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement or Amendments No. 1 through 2, the provisions of this Amendment No. 2 shall control.

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

4. **Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **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 Agreement, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other Agreement to which said party is bound.

6. **Counterparts**. This Amendment No. [Insert amendment number] may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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.

[*SIGNATURE PAGE FOLLOWS*]

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 2 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT

Dilesh Sheth Date
Vice President

NAME: Date
TITLE:

95-1723730
Tax ID No.

Address:
3788 McCray Street
Riverside, CA 92506

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.

ALBERT A. WEBB ASSOCIATES

Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

Murrieta Office
41870 Kalmia Street #160
Murrieta, CA 92562
T: 951.686.1070

July 6, 2023

Mr. Patrick Safari
CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: Request for Additional Engineering and Environmental Services for the Sun Lakes Blvd. Extension Project (C00660)

Dear Patrick,

Albert A. Webb Associates (WEBB) respectfully submit this change order for additional Engineering and Environmental Services for the revised alignment of the Sun Lakes Boulevard Extension Project (C00660). It is necessary to revise the alignment of this roadway as it is infeasible to obtain an easement from Kinder Morgan to place the road atop their existing high-pressure gas line.

WEBB has been contracted by the City of Banning to provide engineering and environmental services for the Sun Lakes Blvd. Extension Project. The following are out-of-scope additional task items to be provided by WEBB for the proposed revised alignment of Sun Lakes Boulevard:

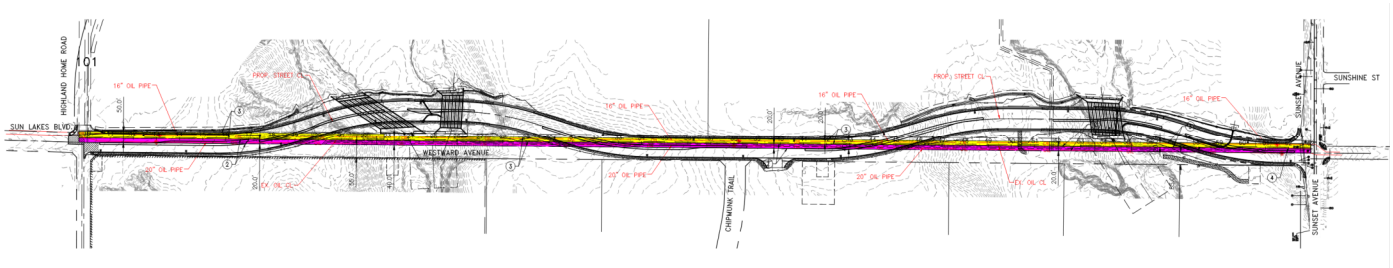
- Update final design plans and documents
- Revised CEQA Document
- Revised Technical Studies (Biological, Cultural, and Air Quality/GHG/Energy)
- Revised Jurisdictional Delineation and Permitting
- Utility coordination
- Project Management, Coordination, and Meetings

At this time, we are respectfully requesting compensation for the tasks already completed and the future tasks to be completed as outlined below.

EXHIBIT "A" SCOPE OF SERVICES

The proposed Sun Lakes Boulevard Extension project (Project) is a project that entails the construction of a new section of Sun Lakes Boulevard from Highland Home Road to Sunset Avenue. The proposed Project is approximately 5,400 linear feet (1.02 mile) long and 110 feet wide and will be constructed according to the City's General Plan Typical Section for an Arterial Highway.

Westward Avenue is a straight east-west unpaved dirt road between Highland Home Road and Sunset Avenue. Kinder Morgan has two fuel lines (16- and 20-inch diameters) in two 20-feet wide easements along Westward Avenue. The proposed Sun Lakes Boulevard curvilinear alignment overlaps Westward Avenue and Kinder Morgan easements, as shown in **Figure 1.** Initially, Kinder Morgan had no issue with roadway construction over their easements. Later, Kinder Morgan changed their policies to restrict roadway improvement over their lines and directed the City to realign Sun Lakes Boulevard to minimize the impact on Kinder Morgan fuel lines.



Sun Lakes Boulevard Circulation Plan Alignment
Figure 1

WEBB had already completed draft CEQA documents and associated technical studies and substantially completed final design plans, studies, and documents for the Project. Now, WEBB prepared a preliminary realignment of Sun Lakes Boulevard, as shown in **Figure 2**. Since the completion of the draft CEQA document and associated technical studies, the alignment for Sun Lakes Boulevard will be modified to an area that falls outside the previously surveyed areas in some places. Therefore, updates to the CEQA document and the relevant technical studies are needed now. In addition, redesigning all final design documents and update of studies and documents are needed.



Sun Lakes Boulevard Realignment to Minimize Impacts on Kinder Morgan Fuel Lines
Figure 2

Based on the feedback we received at the pre-application meeting with resource agencies on June 14, 2023, they understood the Kinder Morgan easement challenges. They agreed with the City to allow roadway realignment, as shown in Figure 2 above.

The City has received substantial funds for the Project and would like to move forward as soon as possible to meet the funding deadlines. The following is our understanding of the Project to complete the PS&E:

1. Drainage Report and Storm Drain Improvement Plans - Minor updates to the drainage report will be required. Storm drain alignments and elevations will remain the same; minor changes may be needed. Headwall and wing wall changes will be required to match the street improvement plans. Plans will be submitted for 90%, 100%, and approval.

2. Street Improvement Plans – Try to hold the profile over the storm drains. Revise street improvement plans and profiles for the realignment. Redesign and detail out 7-ADA ramps. No driveways, ADA ramps, and curb ramps will be provided along the alignment. We will provide AC berm at the proposed driveways per City's request. We will be submitted for 90%, 100%, and approval.

3. Signing & Striping Plans – Revise plans per the realignment and submit for 90% and 100% for approval.

4. Street Light Location Plans – Revise street light location plans per the revised alignment and submit for approval for 90% and 100%. The City will prepare street light conduit and conductor plans.

5. Landscape and Irrigation Plans – Because of budget constraints, the City decided not to landscape the parkway and median at this time, so an update of plans will not be required. The City would like to install sleeves with the Project to avoid future trenching across the pavement. The conduit sleeves will be shown on the street improvement plans.

6. Coordination with the Developer – The City will coordinate with the developer. WEBB will not be required to attend meetings and provide coordination with the developer. WEBB's scope of work includes legal & plats and exhibits needed to obtain right-of-way and easement for the roadway and storm drain improvement. The developer will analyze any impact on future development.

7. Potholing – We will prepare an exhibit for approximately 40 potholes. The City will coordinate and hire a potholing contractor to perform the work. WEBB will conduct the field survey and collect data points set by the potholing contractor.

8. Coordination with Kinder Morgan – Even with the roadway realignment, approximately 500' on both ends will impact Kinder Morgan fuel lines. We have estimated our effort under utility coordination and meetings. It is very hard to predict the effort required to estimate effort to obtain Kinder Morgan approval and to meet the Federal Energy Regulatory Commission (FERC) requirements. We have added optional items and a budget to provide additional effort if needed.

9. Out-of-scope services – We will obtain authorization from the City for the out-scope services before beginning out-of-scope tasks.

Our scope of services is as follows:

Task 1 – Update Final Design Plans, Studies, and Documents

1.1 – Street Improvement Plans

Additional work includes the following items:

a. Update of horizontal alignment to minimize impacts to Kinder Morgan fuel lines.
b. Update the vertical centerline, curbs, and right-of-way profiles.
c. Update grading limits. The grading limits will consider cut and fill amounts, environmental impact, and resources.
d. Revise raised medians layout and profiles
e. Update sidewalks, ADA ramps, and driveways design and details.
f. Review utility adjustment and relocation and update plans and construction notes.

1.2 – Storm Drain System Design

The approved scope and budget for the Project included a task for the development of a preliminary roadway drainage design and tasks for a final drainage report and storm drain plans. The preliminary drainage design task included a preliminary hydrology and hydraulic analysis, preliminary scour calculations, preliminary plans, and a preliminary drainage report. The preliminary design was completed and submitted in November of 2020.

After the preliminary design was completed, concerns were raised by the resource agencies, which necessitated a sediment transport study be prepared for the Project. This study was completed and concluded that revisions to the culvert configuration were needed to address those concerns. WEBB's efforts to coordinate with the sediment transport study engineer and develop a revised design concept were covered under both a separate approved change order and the remaining preliminary design task budget. A change order was also approved by the City to update the plans based on the revised concept. This change order included updating the drainage report, update of the drainage plan sheets, and preparation of structural details and calculations.

As WEBB was proceeding with the updates to the design, input was received from Kinder Morgan stating that the drainage outlet structures would not be permitted within their easement. WEBB was then directed to stop work while the City coordinated with Kinder Morgan. WEBB was authorized by the City in January 2023 to proceed. An additional redesign of the outlet structures was completed to ensure that they did not encroach into the easement as requested.

After the redesign was substantially complete, WEBB was given direction to realign the street to minimize the impact on the existing Kinder Morgan easement. This change will require a redesign of the channel inlet and outlet structures, a redesign of the street storm drains, and a redesign of the intercept drain on the northerly side of the street. The drainage plans will also need to be redrafted. The hydraulic calculations (HEC-RAS, WSPG, etc) and drainage report will also need to be updated for these changes. The structural design work that has been started will also need to be redone. Added to this work is also an update to the preliminary geotechnical report to provide all the parameters needed to finalize the structural design calculations.

1.2.1 - Final Drainage Report Update - Additional work items include:

a. Due to road realignment, update the HEC-RAS model for updated inlet/outlet configuration.
b. Update WSPG calculations for culverts, new street storm drains, and intercept drain designs.
c. Update report text and exhibits to reflect revised road alignment.
d. Address additional plan check comments.

1.2.2 – Storm Drain Plan Update – Additional work items include:

a. Update the design and plan details for the outlet structures to avoid the Kinder Morgan easement.
b. Update design and plans due to the road realignment (channel inlet and outlets, street storm drain, northerly intercept ditch, and appurtenances).
c. Coordination with WEBB environmental team for the information requested and/or needed.

1.2.3 - Structural Design Details - Additional work items include:

a. Update structural calculations for revised inlet and outlet configuration.
b. Coordination with the geotechnical engineer for information required for structural design.
c. Review of Geotechnical report of adjacent development provided by City.
d. Update of Preliminary Geotechnical report by sub-consultant.

1.2.4 – Assessment of Potential Sediment Transport Impact - Additional work items include:

A study is to be conducted to assess the potential sediment transport impacts associated with the improvement of Sun Lakes Boulevard. The proposed road improvements involve the addition of several new culvert crossings that are to be constructed upstream of two existing dry weather crossings. The proposed culvert crossings have increased in size since the hydraulic assessment previously conducted by Northwest Hydraulic Consultants (NHC) in 2021. The existing dry weather crossings are to remain in place with the proposed road improvement plan.

Impacts on sediment transport will depend on the configuration proposed for the new crossings. A high-level assessment of the potential effects will be completed through a comparison of hydraulic characteristics pre- and post-project.

We will evaluate (existing conditions models, also developed previously provided for the 2021 NHC study) 2D model hydraulic models (HEC-RAS) of the proposed improvement plan.

Assumptions:

a. The Resource Agencies are currently reviewing the HEC-RAS model prepared for the revised culvert concept. WEBB will proceed with the final design phase ahead of Resource Agency approval under the assumption that they will not have any comments that will impact the culvert design or analysis. This additional budget request does not include any additional changes to the culvert analysis or design resulting from future Resource Agency comments.
b. It is assumed that the Caltrans Standard Detail D81 for double-cell reinforced concrete boxes can be utilized for the multi-cell boxes required for this Project, and no special structural design is required for these culverts.
c. The final plans and analysis will be designed with the assumption that the future Sunset Crossing project will be designed and built after the roadway project is completed. This additional budget request does not include any additional design or analysis required to assess changes to the roadway design or hydraulic analysis based on this future Project. It also assumes that drainage facilities for the Sunset Crossroads property (outside of the street right of way) will be designed and constructed by the developer's plans and is not a part of the road project scope.

1.3 – ROW and Easement Documents

We will prepare and update fourteen (14) documents needed for additional right-of-way and easements.

1.4 – Signing & Striping Plans

Update signing & striping plans for the revised alignment.

1.5 – Street Light Location Plans

a. Update street light location plans for the revised alignment.

1.6 – Specifications

The City will provide us with its boilerplate Technical Provisions in Microsoft Word format. We will compile the project specifications, including the project-specific scope of work in the Technical Specifications, and provide Special Technical Provisions beyond the City's Standard Technical Provisions. With each submittal, WEBB will provide a bid schedule, special provisions, and technical specifications. The specifications shall be signed by a Civil Engineer registered in the State of California as complete and ready for bidding purposes and awarding contracts for construction for the improvements. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) will be used on the Project, except for the signing/striping elements. The City and Caltrans Standard Specifications will be used for these improvements. The City will prepare the bid book.

1.7 - Cost Estimates

We will provide a construction quantity and cost estimate with each submittal of plans. The unit costs shall be based upon the most current cost information for recent similar projects in the area compiled by us and approved by the City. The estimated items of work with quantities shall include, but not be limited to, itemizing all removals, clearing and grubbing, relocations, sidewalk, curb & gutter, driveway approaches, Asphalt Concrete (AC), utility improvements, applying/painting of pavement legends & striping, signs, traffic control, raised pavement markers, street lights in City limits, storm drain improvements, and project identification and completion signs. The estimates will also include probable costs for utility relocations, right-of-way, and temporary construction easements.

Task 3 – Revised Environmental Documentation

Since the completion of the draft CEQA document and associated technical studies, the alignment for Sun Lakes Boulevard has been modified to an area that, in some places, falls outside the previously surveyed areas. Therefore, updates to the CEQA document and the relevant technical studies are needed at this time.

3.1 - Revised Cultural Resources Study – Additional work items include:

a. Applied Earthworks (AE), WEBB's cultural resources subconsultant will conduct a complete and intensive cultural resource survey of the additional Project acreage. Two previously documented cultural resources (a large farm/ranch complex and a large historic water-control complex) are located within the expanded Project area. AE will confirm the location of these previously identified resources in proximity to the expanded Project area and assess their current condition.

b. AE will update the *Phase I Cultural Resources Assessment* (*Phase I CRA*) and paleontological memorandum to include the additional Project acreage, as well as add language regarding federal funding. This scope includes two rounds of comments following the City review of the draft updated *Phase I CRA* and no major revisions will be required. The draft updated *Phase I CRA* and paleontological memorandum will be submitted electronically in MS Word format for ease of review; the final updated *Phase I CRA* and paleontological memorandum will be submitted electronically as a PDF file.

3.2 - Revised Biological Resources Studies – Additional work items include:

a. WSP USA Environment & Infrastructure Solutions (WSA),[1] WEBB's biological resources subconsultant will revise the figures and exhibits, recalculate impacts, and update the previously finalized versions of the following reports to include the revised street alignment (Project footprint). The updated draft reports listed below will be submitted electronically for ease of review; the final revised reports will be submitted electronically as PDF files.

1. *Habitat Assessment/Western Riverside County Multiple Species Habitat Consistency Analysis,*
2. *Focused Burrowing Owl Survey,*
3. *Narrow Endemic and Criterial Area Plants Survey,*
4. *Los Angeles Pocket Mouse Protocol Survey*
5. *Determination of Biologically Equivalent or Superior Preservation (DBESP)*
6. West and Dry Season Fairy Shrimp Survey Memo Update

3.3 - Additional Environmental Coordination – Additional work items include:

WEBB has expended all original budgets associated with coordination and meetings with the Regional Conservation Authority (RCA) and regulatory agencies (US Army Corps of Engineers, California Department of Fish and Wildlife, Regional Water Quality Control Board and US Fish and Wildlife Service). Given that a meeting has been scheduled for June 14, 2023 with the RCA and regulatory agencies, and since there will be pre- and post- meeting coordination needed with the City and WEBB Team, additional request for budgets to do this meeting, along with more frequent coordination with the City as the revised CEQA document is underway, will also be needed.

3.4 – Revised Environmental (CEQA) Documentation – Additional work items include:

The Initial Study/Mitigated Negative Declaration (IS/MND) in addition to the CEQA notices for the original proposed alignment have been prepared. The IS/MND was ready to be released in January 2024 for public review prior to the decision to revise the Project alignment. Because the Project footprint has changed and revised biological resources reports, cultural report, and jurisdictional delineation must be prepared, additional budget is needed to revise and complete processing the IS/MND for public review through the Final MND phase. We are asking for an additional task authorization to complete this task since the budget originally allocated has been expended.

This scope does not include updating the air quality/greenhouse gas analysis completed in November 2021, which was prepared using the California Emissions Estimator Model® version 2020.4.0 (CalEEMod) model. The California Air Pollution Control Officers Association (CAPCOA) released CalEEMod version 2022.1 in December 2022. However, WEBB is not proposing to redo the air quality/greenhouse gas analysis using

[1] Wood Environment Infrastructure Solutions, Inc. was acquired by WSP.

the new model because: (i) the analysis was completed before the new model was released; (ii) there are no substantial changes to the Project that would warrant remodeling construction impacts; (iii) this is a capital improvement project; and (iv) and the results of the original air quality/greenhouse gas analysis were well below the numeric thresholds that would indicate a potentially significant impact. In the event comments are received during the public review period for the IS/MND, WEBB would address that in the responses to comments and explain the rationale for not remodeling the Project's air quality/greenhouse gas emissions.

Task 4 - Jurisdictional Delineation and Permitting

The original field surveys for the jurisdictional delineation (JD) were completed summer 2021, exhibits prepared, impacts calculated, and these results were presented to the resource agencies. WEBB will update the previous JD, to cover the new areas proposed by the revised Project alignment, including a 100-foot survey buffer. Specifically, WEBB will update the existing JD report with regulatory changes that have occurred since preparation of the original 2021 JD report. Following the literature review update, WEBB will conduct a one-day site visit to the revised Project site to document suspected wetlands and non-wetland waters of the U.S, waters of the State located outside federal jurisdiction, and streambed according to Fish and Game Code.

Waters of the U.S. will be evaluated using the methodology set forth in the guidelines provided in the *Corps of Engineers Wetlands Delineation Manual* (1987), the *2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* (Version 2.0), and the *2008 Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States*. Potential Waters of the State that are outside of federal jurisdiction will be identified following the *Procedures for Discharges of Dredged or Fill Material to Waters of the State. Fish and Game Code,* Section 1600 et al streambed will be identified as the bank-to-bank where the active streambed shows the fullest expression on the landscape.

After the site-visit is completed, WEBB will update the JD report with the new data collected from the site visit including tables, figures, and impacts discussion. The report will be prepared following the 2017 U.S Army Corps of Engineers (USACE), *Minimum Standards for Acceptance of Aquatic Resources Delineation Reports*. The JD report will provide an analysis and discussion of the existing site conditions, methods, and results of the delineation, including details such as soil types, hydrology, and vegetation present on the site. The report will also provide a discussion of the impacts proposed to any jurisdictional areas, including photographs and exhibits depicting any jurisdictional features.

Task 5 – Utility Coordination and Additional Field Survey for Potholing (Time and Material Basis)

WEBB will Identify all known utilities that potentially conflict with the planned project improvements and determine special requirements for facilities, including protection, relocation, right-of-way easements, and construction. WEBB will coordinate with utility companies to schedule the relocation of the utilities before the start of construction.

a. Coordinate with Kinder Morgan to construct Sun Lakes Boulevard for segments east of Highland Home Road and west of Sunset Avenue.
b. Coordinate with City to relocate power poles and guy anchors and adjust electrical vaults.
c. Coordinate with the City for relocation and adjustment of water valves, fire hydrants, blow-offs, air vacuum, and sewer manholes.
d. Coordinate with the Gas Company to relocate and adjust gas valves and electronic gas station.

e. Coordinate with telecommunication companies for the adjustment of telecommunication manholes.
f. Attend six (6) meetings with utility companies.
g. We will prepare an exhibit for approximately 40 potholes. The City will coordinate and hire a potholing contractor to perform the work. WEBB will conduct the field survey and collect data points set by the potholing contractor.

Task 6 – Project Management, Coordination, and Meetings (Time and Material Basis)

We will schedule and attend meetings as follows:

a. Project Development Team (PDT) meetings – We estimate twelve (12) meetings
b. Environmental meetings - We estimate six (6) meetings

We will schedule, chair, and prepare meeting agendas and meeting minutes. The agendas will be submitted to the City for review one working day before the meeting. The minutes will be distributed to all attendees, everyone invited, and the City's Project Manager within five working days after the meeting. The minutes shall include but are not limited to a list of attendees with phone numbers and contact emails, a summary of discussion items, a decision log, ROW/Utility Tracking Sheets, any pertinent information, and follow-up to action items.

We will update project schedules. The project schedules will be divided into tasks and subtasks in full detail, including the City function timeline, critical path, and outside sources such as agencies or utilities.

Task 7 – Engineering Support Services for Environmental Documentation, Jurisdictional Delineation, and Permitting (Time and Material Basis)

We have been providing out-of-scope services for the realignment of the roadway and coordination with the City and resource agencies.

We will provide engineering support services for environmental documentation, jurisdictional delineation, and permitting.

Optional Task 8 – Additional Work for Kinder Morgan (Time and Material Basis)

Even with the roadway realignment, approximately 500' on both ends will impact Kinder Morgan fuel lines. We have estimated our effort under utility coordination and meetings. It is very hard to predict the effort required to estimate effort to obtain Kinder Morgan approval and to meet the Federal Energy Regulatory Commission (FERC) requirements. Any additional effort required beyond estimated under the utility coordination and meetings, with the approval of the City, WEBB will provide additional support services.

EXHIBIT "B" COMPENSATION FOR SCOPE OF SERVICES

Total fees for services shown in the Scope of Services (Exhibit "A") shall not exceed **$496,079** without prior authorization from the client. If the optional Task 7 is to be conducted, the total shall be provided on a time and materials basis not to exceed **$516,079** after City authorization for the task. We propose to provide details in Exhibit "A" for an initial Time & Materials fee to be billed monthly in accordance with the attached fee schedule.

Task budgets are estimates and may be used interchangeably to stay within the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees.

Charges for deliveries, printing, copying, mileage, postage, outside services, and for coordination or other services not specifically listed in the scope of work (Reimbursable Expenses) will be billed on a time and material basis in accordance with our Schedule of Fees. Checking and/or filing fees are not included in this contract and shall be paid directly to the appropriate governmental agency by the client.

If you find this request acceptable, please issue contract amendment #1 with the current dollar amount to the Final Engineering Services contract dated June 23, 2020. We appreciate this opportunity to serve your firm and look forward to hearing from you. If you have any questions regarding this proposal, don't hesitate to contact me at 951-830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE / TE
Senior Vice President

Attachment "1"

Exhibit B

Additional Engineering and Environmental Services for the Sun Lakes Blvd. Extension Project (C00660)

Item	Description	Stephanie Standerfer	Cheryl DeGano	Autumn DeWoody	Marshall Paymard	Field Biologist	Virginia Waters	Jacqueline Gamboa	Joseph Caldwell	Eric Hays	Ranjit Singh	Nathan Armendariz	Dilesh Sheth	Nicholas Keller	Joy Schwiebert	Son Le	Deborah Saulina	Danielle Logsdon	Jason Ardery	Michael Johnson	Linda Bouschet	Jon Ros	Andres Lopez	Party Chief/2-Person Survey Crew	Total Hours	Subtotal - Labor	Sub-consultant budget	Total/task
	Classification	Principal II	Principal II	Associate II	Associate II	Assistant II	Assistant II	Assistant II	Principal II	Principal I	Senior III	Assistant V	Principal II	Senior I	Assistant V	Associate II	Assistant III	Senior III	Principal II	Principal II	Associate III	Senior II	Senior I	Party Chief/2-Person				
	Billout Rate	$ 293	$ 293	$ 197	$ 197	$ 135	$ 135	$ 135	$ 293	$ 279	$ 252	$ 173	$ 293	$ 232	$ 173	$ 197	$ 144	$ 252	$ 293	$ 293	$ 208	$ 240	$ 232	$ 302				
Task 1 - Update Final Design Plans, Studies, and Documents									24	62	168	430	30	208	108	48	60	110	8	16	110	14			1396	$ 295,874	$ 6,600	$ 302,474
1.1	Street i\Improvement Plans																									$ -	$ -	$ -
	Update Street i\Improvement Plans												12	200			12	40							264	$ 61,724	$ -	$ 61,724
	Redesign ADA Ramps (7)												2		70			12							84	$ 15,720	$ -	$ 15,720
1.2	Storm Drain System Design																											
	1.2.1 - Final Drainage Report Update								8		20	50	2		8		4	4							96	$ 19,588	$ -	$ 19,588
	1.2.2 - Storm Drain Plan Update								8	40	120	300	2				4	4							478	$ 97,814	$ -	$ 97,814
	1.2.3 - Structural Design Details									2	4	80	2				4	4							96	$ 17,576	$ -	$ 17,576
	1.2.4 - Assessment of Potential Sediment Transport Impact								8	4	8		2				4	4							30	$ 7,646	$ 6,600	$ 14,246
1.3	ROW and Easement Documents (14)													8			8	8	8	16	110	14			172	$ 38,296	$ -	$ 38,296
1.4	Signing and Striping Plans														6	40	4								50	$ 9,494	$ -	$ 9,494
1.5	Street Light Plans														16		4								20	$ 3,344		$ 3,344
1.6	Specifications									8	8		4				8	20							48	$ 11,612	$ -	$ 11,612
1.7	Cost Estimate									8	8		4		8	8	8	14							58	$ 13,060	$ -	$ 13,060
Task 3 - Revised Environmental Documentation		56	108	8				68																	240	$ 58,808	$ 17,820	$ 76,628
3.1	Revised Cultural Resources Study		4					4																	8	$ 1,712	$ 3,520	$ 5,232
3.2	Revised Biological Resources Studies		4					4																	8	$ 1,712	$ 14,300	$ 16,012
3.3	Additional Environmental Coordination	40	60																						100	$ 29,300	$ -	$ 29,300
3.4	Revised CEQA Documentation	16	40	8				60																	124	$ 26,084	$ -	$ 26,084
Task 4 - Jurisdictional Delineation and Permitting		28	20	89	74	12	16																		239	$ 49,955	$ -	$ 49,955
4.1	Revised Survey, Mapping, Impact Calculation, Report Preparation, and Regulatory Permitting (includes optional UAV Remote sensing updates)	28	20	89	74	12	16																		239	$ 49,955	$ -	$ 49,955
Task 5 - Utility Coordination and Additional Field Survey for Potholing (T&M)													6	6	6		16	10		2			4	8	58	$ 12,942	$ -	$ 12,942
5.1	Utility Coordination & Meetings (6)												6		6		12	6							30	$ 6,036	$ -	$ 6,036
5.2	Additional Survey for Potholing													6			4	4		2			4	8	28	$ 6,906		$ 6,906
Task 6 - Project Management, Coordination & Meeting (T&M)													26		12		30	42							110	$ 24,598	$ -	$ 24,598
6.1	Project Management and Coordination												8					12							20	$ 5,368	$ -	$ 5,368
6.2	PDT Meetings (Estimate 12)												12		12		24	24							72	$ 15,096	$ -	$ 15,096
6.3	Environmental Meetings (estimate 6)												6				6	6							18	$ 4,134	$ -	$ 4,134
Task 7 - Engineering Support Services for Environmental Documentation, Jurisdictional Delineation, and Permitting (T&M)		8	8						24		16	16	14		28			8							122	$ 29,482	$ -	$ 29,482
7.1	Realignment and Pre-Coordination with Agencies	8	8						8		8		6		12										50	$ 12,882	$ -	$ 12,882
7.2	Engineering Support Services for Environmental Documentation, Jurisdictional Delineation, and Permitting								16		8	16	8		16			8							72	$ 16,600	$ -	$ 16,600
Total		92	136	97	74	12	16	68	48	62	184	446	76	214	154	48	106	170	8	18	110	14	4	8	2165	$ 471,659	$ 24,420	$ 496,079
Optional Task 8 - Additional Work for Kinder Morgan (T&M)																										$ -	$ 20,000	$ 20,000
8.1	Additional Work for Kinder Morgan																									$ -	$ 20,000	$ 20,000

Docusign Envelope ID: 01AD65EE-8891-443E-8A68-1BCD3B1F23B4

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 3") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: 1/6/2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty Five Dollars and Sixty Six Cents ($603,725.66) The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

Docusign Envelope ID: 01AD65EE-8891-443E-8A68-1BCD3B1F23B4

($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to June 30, 2026.

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2026, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, and 3, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 3. In the event of a conflict between the provisions of this Amendment No. 3 and the provisions of the Agreement or Amendments No. 1 through 3, the provisions of this Amendment No. 3 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. 3.

2.3 Authority. The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 3 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

Docusign Envelope ID: 01AD65EE-8891-443E-8A68-1BCD3B1F23B4

to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

Docusign Envelope ID: 01AD65EE-8891-443E-8A68-1BCD3B1F23B4

The Parties are signing this Amendment No. 3 the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Douglas Schulze, City Manager	NAME: Stephanie Standerfer TITLE: Vice President
City Council Approval: __n/a_____	NAME: TITLE:

ATTEST:

Caroline Patton
Administrative City Clerk

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.

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 4") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: May 27, 2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. City and Consultant now desire to amend the Agreement to modify the Scope of Services,and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-six Cents. ($1,305,106.66).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment "1", attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 4 shall not exceed Fifty-Seven Thousand Eighty Dollars ($57,080.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-six Cents. ($1,305,106.66).

Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 43, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, and 4, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 4. In the event of a conflict between the provisions of this Amendment No. 4 and the provisions of the Agreement or Amendments No. 1 through 4, the provisions of this Amendment No. 4 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. 4.

2.3 Authority. The persons executing this Amendment No. 4 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. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) entering into this Amendment No.

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

4 does not violate any provision of any other agreement to which said party is bound.

1.3 Counterparts. This Amendment No. 4 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

1.4 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*]

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

The Parties are signing this Amendment No. 4 the date stated in the introductory clause.

CITY OF BANNING

Robert Fisher

Robert Fisher,
Acting City Manager

City Council Approval: RESO 2025-068

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM
Solvak, Baron, Empey, Murphy & Pinkney LLP

John Pinkney

John O. Pinkley
City Attorney

ALBERT A. WEBB ASSOCIATES, INC.

Stephanie Standerfer

NAME: Stephanie Standerfer
TITLE: Vice President

NAME:
TITLE:

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.

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

ATTACHMENT "1"

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

ALBERT A. WEBB ASSOCIATES

2020-0126

February 28, 2025
Revised April 23, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 4 - Additional Environmental Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to your request on February 6, 2025, and subsequent discussion on April 2, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. WEBB is currently under contract with the City to obtain regulatory permits for the project from the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB).

Said permits have requirements that the City will need to fulfill prior to construction of the project which are outlined below in Task 1. Biological reporting and monitoring that is required during construction are not included herein, but as we have discussed with you, we understand the City will include the permitting-related tasks during construction to be included in the City's forthcoming construction management contract.

Also included in this request is the City's obligation for compensatory mitigation related to impacts to jurisdictional waters which are required to be fulfilled within 18 months of impacts. Task 2 includes WEBB's assistance with the compensatory mitigation obligations.

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

Scope of Work

Task 1: Biological Services During Construction

The Tasks below are related to the surveying and reporting requirements of the CDFW permit, RWQCB permit, as well as CEQA mitigation measures MM BIO-1 through MM BIO-4.[1] WEBB will subcontract with Osprey Environmental Associates (Osprey) to fulfill these requirements.

Preconstruction Nesting Bird Survey and Report (corresponds to CDFW Measures 2.11.1 and 4.4; CEQA MM BIO-1)

Osprey will conduct preconstruction nesting bird surveys if vegetation clearance occurs outside the recommended window (September 1 – February 1). Surveys will be performed within three (3) days prior to construction initiation to identify active nests within 100 feet of the project site. A survey report by a qualified biologist verifying nest status will be submitted to the City of Banning prior to construction. If active nests are identified, species-specific measures will be implemented to prevent nest abandonment.

Burrowing Owl Pre-Construction Inspection Survey and Report (corresponds to CDFW Measure 2.12.4 and CEQA MM BIO-2)

A single preconstruction burrowing owl survey will be conducted within 3 days of vegetation removal or ground disturbance. The survey will comply with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and 2006 "Burrowing Owl Survey Instructions" and will cover entire the project site and within 150-meters. If burrowing owls are detected during the breeding season (February 1–August 31), a 300-foot buffer will be enforced around active burrows until nesting is complete. Following the survey, a burrowing owl pre-construction survey report will be prepared and submitted to WEBB in PDF format. The survey report will document the methods, results, and conclusion of the survey.

Crotch's Bumble Bee (corresponds to CEQA MM BIO-3)

- **Crotch's Bumble Bee Habitat Mapping and Report (corresponds to CDFW Measure 2.14)**

Osprey will conduct habitat mapping for the Crotch's bumblebee within the project footprint. Mapping will identify habitat alliances following Sawyer et al. (2009). Following field mapping and no less than 120 days prior to the initiation of activities Osprey will complete and submit to CDFW a baseline habitat mapping report. The report will identify species composition for each mapped alliance and will be submitted to CDFW.

- **Crotch's Bumble Bee Draft Survey Plan (corresponds to CDFW Measure 2.15.2)**

A qualified Osprey biologist will prepare and submit to CDFW for review and comment a draft survey plan for Crotch's bumble bee. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's bumble bee be detected within the project area.

[1] There are a total of five mitigation measures for biological resources. MM BIO-5 is "Mitigation for Riparian/Riverine and Jurisdictional Impacts." WEBB's assistance with this is in Task 2, herein.

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

The survey plan will be submitted no less than 90 days prior to initiation of project activities in suitable habitat.

- **Crotch's Bumble Bee Survey(s) and Report (corresponds to CDFW Measure 2.15.3)**

If habitat mapping identifies the presence of plants (e.g., genera *Antirrhinum, Phacelia, Clarkia, Cordylanthus, Dendromecon, Eschscholzia, Eriogonum, Hypericum, Lantana, Lupinus, Salvia, Asclepias, Cirsium, Monardella, Keckiella, Acmispon, Euthamia, Ehrendorferia, Vicia, and/or Trichostema*) or other suitable habitat (i.e. nesting, foraging, and overwintering habitat), Osprey will conduct focused surveys for the Crotch's bumblebee (CBB) following the approval and submittal of survey plan. Osprey will first conduct a literature review and records search for CBB occurrences within a 10-mile radius, utilizing the CDFW California Natural Diversity Database and iNaturalist. Following the literature review, Osprey will conduct on-site CBB surveys following the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023). These surveys will take place during the Colony Active Period (April-August) and when floral resources are available, ideally at peak bloom. A minimum of three surveys will be conducted, spaced 2-4 weeks apart between April and August. Surveys will be performed during daylight, beginning at least one hour after sunrise and ending at least two hours before sunset, ideally between 9:00 AM and 1:00 PM, with temperatures between 65°F and 90°F and wind speeds under 8 miles per hour. Each survey will cover at least one person-hour of search effort per three acres of suitable habitat.

Following the completion of the surveys, a report will be prepared summarizing the survey methods, findings, and conclusions. The report will also include a list of bee species observed and any accompanying photographs. Survey results will be submitted to CDFW before ground-disturbing activities begin. If an active CBB nest is detected, a no-disturbance buffer zone will be established, and CDFW will be notified.

Biological Worker's Environmental Awareness Program (WEAP) and Invasive Species Education Program (corresponds to CDFW Measures 2.8 and 2.8.1; CEQA MM BIO-4)

Osprey will develop and conduct a mandatory Biological Worker's Environmental Awareness Program (WEAP) training for all construction personnel. This training will cover key topics, including CBB, burrowing owls, rare plant species, and riparian/riverine features. WEAP training will be coordinated with the paleontological WEAP. A recorded training will be prepared and available.

Further, included in the WEAP will be an additional discussion of the invasive species currently present within the project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion will include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The invasive species education program will also include a discussion of Best Management Practices (BMPs) to be implemented at the Project site to avoid the introduction and spread of invasive species into and out of the Project site.

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

WEBB Management of Biological Services

WEBB has budgeted 40 hours to manage and coordinate with Osprey related to Task 1 including reviewing documents, and meeting with the City.

UAV (Drone) Survey(s) (Optional)

Osprey can provide a drone survey of the project area to generate a high-resolution orthomosaic basemap, offering a temporally and spatially accurate depiction of the project site as is currently prior to construction and post-construction. This updated imagery can serve as a key reference for stakeholders, ensuring precise visualization of project lands, roads, and planned or constructed infrastructure. The orthomosaic will enhance project planning, coordination, and decision-making by delivering highly accurate spatial and visual data. The flight will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC) and a visual observer, ensuring full compliance with FAA regulations. The drone data collection and subsequent GIS analysis will be used to support all of Osprey's reporting deliverables included herein. Deliverables will include a high-resolution orthomosaic base map, digital terrain model depicting project ground elevations, and a digital surface model depicting project surface elevations.

Although a temporally and spatially accurate orthomosaic basemap is informative and helpful, this optional service is not required in order to complete any of the aforementioned tasks.

Task 1 Assumptions

- None of the species identified above will be found on site.
- This scope includes one (1) in-person WEAP training. Any additional training sessions will require a separate scope and fee.
- Materials required for delineating Environmentally Sensitive Areas (ESAs) or establishing nesting buffers are not included in this proposal. The cost of these materials will be billed directly to the client if not provided by the City.
- The preparation of a Burrowing Owl Mitigation Plan is not included. If required, Osprey will provide a separate scope and fee for this task.
- This proposal does not cover small mammal trapping or the preparation of a small mammal trapping survey report. If required, Osprey will provide an additional scope and fee for these efforts.
- Assistance with securing an Incidental Take Permit (ITP) from CDFW is not included. If required, Osprey can provide a separate scope and fee for this task.

Task 2: WEBB Assistance with Offsite Compensatory Mitigation Fulfillment (corresponds to CDFW Measure 3.3; CEQA MM BIO-5)

WEBB has included 50 hours to help the City to set up its compensatory mitigation obligation utilizing an offsite mitigation site owned by the City located southeast of the City's wastewater treatment plant. We anticipate actions under this task will be to advise and support the City related to: finding a third party to hold a conservation easement/deed restriction(s) on the City's property (City to retain

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

fee title), negotiate and find the City a third party land manager and assist City with said agreement, and finding an entity to provide a non-wasting endowment. We understand the City will take lead on each of these tasks; therefore this budget is for things like attending meetings to provide project background and making connections to facilitate the process.

Budget

Our proposed budget for the services listed herein will be billed on a Time and Materials basis according to our existing contract for a total not to exceed of **$57,080.**

Environmental Services

Task 1 - Biological Services	
Preconstruction Nesting Bird Survey and Report	$ 4,660
Burrowing Owl Pre-Construction Inspection Survey and Report	$ 6,230
Crotch's Bumble Bee Habitat Mapping and Report	$ 6,840
Crotch's Bumble Bee Draft Survey Plan	$ 4,350
Crotch's Bumble Bee Survey(s) and Report	$ 14,380
WEBB Management of Task 1 (40 hours)	$ 7,150
Optional UAV (Drone) Survey	$ 4,370
Task 2 - Management and Coordination for Offsite Mitigation	$ 9,100
TOTAL	**$ 57,080**

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 3	$496,079
Current Authorization	$1,248,026.66
Proposed Change Order	**$57,080**
Total WEBB Authorization with Proposed Change Order	$1,305,106.66

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 5") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: 8/21/2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. On May 27, 2025, City and Consultant amended the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-Six Cents. ($1,305,106.66) as approved by City Council Resolution No. 2025-070.

I. City and Consultant now desire to amend the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Sixty-Four Thousand Seven Hundred Six Dollars and Sixty-Six Cents. ($1,364,706.66).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment "1", attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 4 shall not exceed Fifty-Nine Thousand Six Hundred Dollars ($59,600.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Three Hundred Sixty-Four Thousand Seven Hundred Six Dollars and Sixty-Six Cents. ($1,364,706.66).

Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 5, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, 4, and 5, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 5. In the event of a conflict between the provisions of this Amendment No. 5 and the provisions of the Agreement or Amendments No. 1 through 5, the provisions of this Amendment No. 5 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. 5.

2.3 Authority. The persons executing this Amendment No. 5 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. 5 on behalf of said party,

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

(iii) by so executing this Amendment No. 5, such party is formally bound to the provisions of this Amendment No. 5, and (iv) entering into this Amendment No. 5 does not violate any provision of any other agreement to which said party is bound.

1.3 Counterparts. This Amendment No. 5 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

1.4 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*]

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

The Parties are signing this Amendment No. 5 the date stated in the introductory clause.

CITY OF BANNING

Arturo Vela

Arturo Vela,
Acting City Manager

City Council Approval: 2025-116

ATTEST:

Sandra Calderon

Sandra Calderon,
Acting Administrative City Clerk

ALBERT A. WEBB ASSOCIATES, INC

Stephanie Standerfer

NAME: Stephanie Standerfer
TITLE: Vice President

NAME:
TITLE:

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.

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

August 8, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 6 - Additional Environmental and Engineering Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to our discussion on July 3, 2025 and August 5, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. The previous contract amendment authorized WEBB to conduct surveys for the Crotch's bumble bee (*Bombus crotchii*, CBB*)* within the Project limits. CBB is a candidate for listing under the California Endangered Species Act and therefore treated as a listed species by the California Department of Fish and Wildlife (CDFW). The surveys were needed to comply with the Project's CEQA mitigation measures and the forthcoming Streambed Alteration Agreement from CDFW. WEBB partnered with Osprey Environmental Associates who maintains the required credentials to survey for CBB.

The bee was found within the Project limits on June 27, 2025. Therefore, this contract amendment reflects the anticipation that the City will need an Incidental Take Permit (ITP) for CBB from CDFW and that the offsite mitigation proposed for mitigating the Project's jurisdictional impacts may also be required to include mitigation for CBB.

In addition, the City has been coordinating with Kinder Morgan on the relocation of their fuel lines within the Sun Lake Boulevard project limits. Last week, Kinder Morgan requested that the slope be moved 50 feet to the north along the eastern project boundary. This proposed change will require revisions to the street improvement plans, including the relocation of the storm drain outlet. In addition, preparation of the slope & drainage and the temporary construction easement documents. The City is requesting a contract amendment to revise the street & storm drain improvement plans and easement document to accommodate Kinder Morgan's request.

Finally, the City is preparing for pre-construction and construction surveys and has requested WEBB to provide archaeological and paleontological support for CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work

Task 1: Incidental Take Permit (ITP) Application

Osprey will prepare a complete ITP application that addresses potential impacts to CBB. The ITP application will include the following components:

1. Project Description

A detailed description of the proposed project, including scope, purpose, construction activities, and schedule, emphasizing elements relevant to biological resources and potential impacts to CBB.

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

2. Project Location

A clear and accurate description of the project location, including jurisdiction, parcel boundaries, and regional context. GIS-based mapping will support this section, showing the spatial relationship of project elements to known CBB habitat.

3. Take Analysis

Assess the likelihood, nature, and extent of incidental take resulting from proposed project activities. This will include direct (e.g., crushing during grading) and indirect (e.g., habitat degradation) take mechanisms and their anticipated frequency and scale.

4. Impact Analysis

Evaluate the biological significance of the anticipated take, with an emphasis on how project-related impacts may affect local CBB populations. This will include discussion of habitat quality, floral resource availability, and the role of the site in the species' life cycle.

5. Jeopardy Analysis

Assess whether issuance of the ITP would jeopardize the continued existence of CBB. This analysis will include:

- A review of known population trends and range contractions
- Evaluation of existing threats to CBB (e.g., pesticides, habitat loss)
- Consideration of cumulative impacts from related or nearby projects (*if data is available)
- An assessment of how project mitigation and minimization measures offset potential risk to the species' long-term survival and reproductive success

6. Minimization and Mitigation Measures

Propose feasible and enforceable measures to avoid, minimize, and fully mitigate impacts. These may include:

- Seasonal work windows
- Designated biologist oversight
- Daily biological sweeps
- No-disturbance buffers around observed individuals or nests
- Restoration or enhancement of temporarily disturbed habitat
- Permanent preservation of habitat at a 1:1 or greater ratio

7. Monitoring and Reporting Plan

Develop a monitoring plan to document implementation and effectiveness of all minimization and mitigation measures. This may include photo documentation, habitat success criteria, and adaptive management triggers.

8. Funding and Implementation

Describe the funding sources and financial assurances that are available to fully implement the ITP requirements, including habitat restoration, long-term management, and any required endowment contributions.

Osprey will be available to coordinate directly with CDFW staff throughout the application process to facilitate review and respond to any requests for additional information. We will prepare and submit the

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

ITP package in a format consistent with CDFW's current guidelines and expectations. This scope assumes up to two meetings will be required to discuss the findings and ITP application.

Task 2: CBB Habitat Assessment of Offsite Mitigation Site (APNs 532-180-049 and -017)

The City owns two parcels that have been identified in the Project's regulatory permit applications to serve as offsite mitigation for jurisdictional impacts. The riparian/riverine portions of these parcels have already been surveyed by Osprey for suitability as mitigation for jurisdictional impacts; however, the survey did not assess whether it also contained suitable habitat for mitigation for CBB. Therefore, Osprey will conduct a biological assessment of the parcels to evaluate their suitability to support CBB habitat. This task will include both a comprehensive desktop review and a reconnaissance-level field assessment.

The desktop review will include a thorough analysis of relevant environmental databases and datasets, including but not limited to the California Natural Diversity Database (CNDDB) and applicable citizen science databases such as iNaturalist and the Xerces Society's California Bumble Bee Atlas. This review will assess the historical and recent documentation of CBB in the vicinity of the proposed mitigation parcels.

Following the literature review, Osprey biologists will conduct a field-based reconnaissance survey by foot to assess site conditions and determine habitat suitability for CBB. The survey will evaluate the presence and quality of key habitat features such as floral diversity and abundance, availability of nesting substrates (e.g., rodent burrows, thatch layers), and potential overwintering habitat. All blooming species observed will be recorded and mapped using GPS and/or GIS, and vegetation communities will be broadly classified to inform mitigation potential.

Upon completion of these efforts, Osprey will prepare a summary letter report detailing the findings of both the desktop and field assessments. The report will include a habitat suitability evaluation, mapped habitat features, and a discussion of the site's potential to serve as suitable mitigation for CBB under the California Endangered Species Act. This information will serve as baseline data to inform future coordination with the California Department of Fish and Wildlife and support Incidental Take Permit planning and review processes.

Task 3: Task 3. UAV (Drone) Survey(s) (Optional)

As an optional task, Osprey can perform a drone-based aerial survey of the two mitigation parcels identified in Task 2 to generate a high-resolution orthomosaic basemap. This product will provide a current, spatially accurate representation of site conditions, aiding in the visualization of habitat features and supporting documentation for mitigation planning.

The UAV survey will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC), accompanied by a qualified visual observer, in full compliance with FAA Part 107 regulations. Collected imagery will be processed into georeferenced orthomosaics suitable for GIS integration. The resulting basemap will enhance coordination with regulatory agencies, support comparative analyses over time, and provide a detailed visual record for future project documentation.

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

Drone survey data can be integrated into all deliverables prepared under Task 1 and Task 2 and will serve as a valuable resource for informing future monitoring, restoration planning, or adaptive management efforts on the mitigation parcels.

Task 4: WEBB Meetings and Coordination

WEBB has included 28 hours for meetings and coordination associated with Tasks 1-3 and Task 6. This includes reviewing documents, attending meetings, and coordinating with the City, and Morongo Band of Missions Indians for the tribal monitoring services agreement.

Task 5: Revise Street & Storm Drain Improvement Plans and Prepare Easement Documents

As part of the contract amendment, we will revise the street and storm drain improvement plans for the Sun Lake Boulevard project to incorporate design changes requested by Kinder Morgan. They have asked for the top of the slope to be moved 50 feet to the north along the eastern project boundary to accommodate the relocation of their existing fuel lines. In response, we will coordinate with the City to confirm the revised alignment and any right-of-way impacts. We will update the street improvement plans to reflect the new slope location and associated grading modifications. Additionally, we will revise the storm drain system design, including the relocation of the existing storm drain outlet and any affected infrastructure. We will prepare the slope & drainage and temporary construction easement (TCE) legal and plats. Our scope includes updating the relevant plan sheets, profiles, and details; providing revised quantities and construction cost estimates; and submitting the updated plans and easement documents for City review. We will also incorporate one round of review comments as part of this task.

Task 6: Archaeological and Paleontological Mitigation Measures

WEBB will partner with CRM Tech to provide the City with the qualified archaeologists and paleontologists in order to fulfill CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work: Preparation of the Paleontological Resource Impact Mitigation Program Document

CEQA mitigation measure **MM GEO-2** states that prior to the commencement of ground-disturbing activities, the Project Paleontologist (retained under **MM GEO-1**) shall prepare and implement a Paleontological Resource Impact Mitigation Program (PRIMP) for the Project. The PRIMP will describe the monitoring required during excavations that extend into locations of areas deemed to have a high paleontological resource potential, which include older Holocene-age and Pleistocene-age alluvial deposits. To meet the requirement to develop this document for this project, CRM TECH will review pertinent geological and paleontological documents available for the project area and vicinity and review the geotechnical study completed for the project as well as the site plan and grading plans. This information will be synthesized into a site-specific Program document that will outline the procedures for paleontological monitoring and for the proper treatment of all paleontological resources that may be encountered while monitoring the earth-disturbing activities associated with the project, as per the conditions for this project.

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

Scope of Work: Preparing and Presenting the Paleontological Worker's Environmental Awareness Program

CEQA mitigation measure **MM GEO-1** states that in order to educate the construction contractor and each of the construction crews about the types of paleontological resources that may be encountered along the Sun Lakes Boulevard Extension Project, prior to the start of the construction, the City of Banning shall retain a professional paleontologist (the "Project Paleontologist") to prepare a Paleontological Worker Environmental Awareness Program (WEAP). The Paleontological WEAP shall be taped and presented to any construction crew members not present at the preconstruction meeting during which it was initially presented prior to such crew members working on the Sun Lakes Boulevard Extension Project. To prepare for and present the training program, CRM TECH will review the available paleontological information for the study area and vicinity; collect information about the types fossils that might be present in the project area; gather examples of fossils (or photographs of fossils), maps, contact information, and other data for use during the training session; review and compile information regarding the monitoring activities including safety measures and the procedures to be followed during ground disturbance in sensitive areas and protocols that apply in the event that resources are discovered. This information will be assembled so that it can be presented in an easily understood, comprehensive Worker Environmental Awareness Program regarding paleontological resources.

Budget

Our proposed budget for the services listed herein will be billed on a not-to-exceed time and materials (T&M) basis according to our existing contract for a total not to exceed of **$59,600.**

	Environmental & Engineering Services	Fee
Task 1.	(Osprey) Preparation of CDFW ITP Application for the Crotch's Bumble Bee	$ 15,530
Task 2.	(Osprey) Biological Assessment for Potential Crotch's Bumblebee Mitigation Site(s) APNs: 532-180-049 & 532-180-017	$ 5,750
Task 3.	(Osprey) UAV (Drone) Survey (Optional)	$ 1,960
Task 4.	(WEBB) meetings and coordination, and tribal monitoring services agreement with Morongo Band of Mission Indians	$ 5,690
Task 5.	(WEBB) Revise Street & Storm Drain Improvement Plans and Prepare Easement Documents	$ 25,540
Task 6.	(CRM Tech) Prepare PRIMP; Prepare and Present Paleontological WEAP	$ 5,130
	TOTAL	**$ 59,600**

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 4	$496,079
Change Order No. 5	$57,080
Current Authorization	$1,305,106.66
Proposed Change Order	**$59,600**
Proposed Authorization	**$1,364,706.66**

If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

Docusign Envelope ID: C4257D86-D422-4F41-AD3B-5D711FF9F68F

AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 6") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: 4/6/2026.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty-One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23, 2022, City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty Eight Thousand Two Hundred Twenty Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty One Thousand Nine Hundred Forty Seven Dollars and Sixty Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the

Docusign Envelope ID: C4257D86-D422-4F41-AD3B-5D711FF9F68F

Contract Sum by Four Hundred Ninety Six Thousand Seventy Nine Dollars ($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty Eight Thousand Twenty Six Dollars and Sixty Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. On May 27, 2025, City and Consultant amended the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-Six Cents ($1,305,106.66) as approved by City Council Resolution No. 2025-070.

I. On August 26, 2025, City and Consultant amended the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Sixty-Four Thousand Seven Hundred Six Dollars and Sixty-Six Cents ($1,364,706.66) as approved by Council Resolution No 2025-116.

J. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to December 31, 2027, and increase the Contract Sum to One Million Four Hundred Forty-Three Thousand Three Hundred Thirty Dollars and Sixty-Six Cents ($1,443,330.66).

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. 6 shall not exceed Seventy-Eight Thousand Six Hundred Twenty-Four Dollars ($78,624.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Four Hundred Forty-Three Thousand Three Hundred Thirty Dollars and Sixty-Six Cents ($1,443,330.66).

1.2 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through December 31, 2027, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 6, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, 4, and 5, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 6, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 6. In the event of a conflict between the provisions of this Amendment

Docusign Envelope ID: C4257D86-D422-4F41-AD3B-5D711FF9F68F

No. 6 and the provisions of the Agreement or Amendments No. 1 through 6, the provisions of this Amendment No. 6 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. 6.

2.3 Authority. The persons executing this Amendment No. 6 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. 6 on behalf of said party, (iii) by so executing this Amendment No. 6, such party is formally bound to the provisions of this Amendment No. 6, and (iv) entering into this Amendment No. 6 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 6 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*]

Docusign Envelope ID: C4257D86-D422-4F41-AD3B-5D711FF9F68F

The Parties are signing this Amendment No. 6 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Elizabeth Gibbs	Stephanie Standerfer
Elizabeth Gibbs, City Manager	NAME: Stephanie Standerfer TITLE: Vice President
City Council Approval: RESO 2026-56, 3/24/26.	NAME: TITLE:

ATTEST:

Sandra Calderon

Sandra Calderon
Administrative City Clerk

APPROVED AS TO FORM:
Slovak, Baron, Empey, Murphy & Pinkney LLP

John Pinkney

John O. Pinkney
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.

Docusign Envelope ID: C4257D86-D422-4F41-AD3B-5D711FF9F68F

January 15, 2026

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220
Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 7- Proposal for Construction Engineering Support Services
Project: Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Albert A. WEBB Associates (WEBB) respectfully submits this proposal to provide Construction Engineering Support Services for the Sun Lakes Boulevard Extension Project. These services are designed to support the City of Banning during the construction phase of the Project and are consistent with the approved plans, technical specifications, City of Banning standards, and the Standard Specifications for Public Works Construction (Green Book).

WEBB has been contracted by the City of Banning to provide engineering services for the Sun Lakes Boulevard Extension Project. As the Project transitions into construction, additional engineering support is required to assist the City with material submittal reviews, responses to Requests for Information (RFIs), verification of grading quantities, preparation of record drawings, and participation in construction progress meetings.

The following proposal outlines WEBB's understanding of the Project, the Exhibit "A" scope of services to be provided, and the Exhibit "B" proposed compensation for the scope of services.

If you find this proposal acceptable, please issue a contract amendment or task authorization to proceed. We appreciate the opportunity to continue supporting the City of Banning on the Sun Lakes Boulevard Extension Project. If you have any questions, please do not hesitate to contact me at 951-830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES

Dilesh Sheth

Dilesh Sheth, PE, TE
Senior Vice President

Docusign Envelope ID: C4257D86-D422-4F41-AD3B-5D711FF9F68F

PROJECT UNDERSTANDING

The Sun Lakes Boulevard Extension Project includes roadway, drainage, utility, signing, and striping, as well as related infrastructure improvements, between Highland Home Road and Sunset Avenue. During construction, the City requires ongoing engineering support to ensure the Project is constructed in general conformance with the approved plans, specifications, and City standards, while addressing field conditions, coordination issues, and Contractor inquiries.

The City will provide the construction management and inspection services, while WEBB will provide construction engineering support services.

EXHIBIT "A" SCOPE OF SERVICES

Task 1 – Construction Engineering Administration and Coordination

WEBB will provide construction engineering support throughout the duration of construction, including:

- Coordination with the City Construction Manager, Resident Engineer/Inspector, and Contractor
- Interpretation of approved plans, specifications, and contract documents
- Engineering support related to constructability and field conditions
- Identification of potential impacts to design intent, scope, or schedule for City consideration

Task 2 – Material Submittal Review

WEBB will review Contractor material submittals for general conformance with the Contract Documents prior to construction or installation.

Services include:

- Logging and tracking submittals
- Coordinating multi-discipline reviews, as required
- Providing consolidated written comments and disposition
- Reviewing resubmittals until an acceptable status is achieved
- Includes a total of 20 submittal and resubmittal reviews, with an average of 1 hour of Engineer review time and 0.5 hour of Project Coordinator time per review.

Required Material Submittals (as applicable):

- Traffic Control Plans
- SWPPP / WPCP (QSD/QSP certifications)
- Earthwork and import/borrow material data
- Aggregate base and asphalt mix designs
- Portland cement concrete mix designs
- ADA detectable warning surfaces
- Storm drain pipe, structures, and appurtenances
- Signing, striping, and traffic control devices

Docusign Envelope ID: C4257D86-D422-4F41-AD3B-5D711FF9F68F

- Erosion control and BMP products
- Final material certifications and warranties

Task 3 – Requests for Information (RFI) Review and Response

WEBB shall provide comprehensive engineering support for the review, evaluation, coordination, and response to Contractor RFIs.

Services include:
- Logging and tracking RFIs
- Reviewing RFIs for completeness and clarity
- Coordinating internally across disciplines
- Coordinating with City staff when RFIs may affect scope, cost, or schedule
- Preparing written responses consistent with City standards

RFIs shall be categorized by complexity to define the level of engineering effort required:

A. Simple RFIs (10)

Typically include:
- Clarification of notes, dimensions, quantities, or plan references
- Interpretation of standard details or specifications
- Field questions that can be resolved without design modification

Services include:

- Review and written response
- Minor plan markup or reference to contract documents. Includes a total of 10 RFIs, with an average of 2 hours of the Engineer's time and 1 hour of the Project Coordinator and Project Manager's time per RFI.

B. Medium-Complexity RFIs (5)

Typically include:
- Coordination between multiple disciplines
- Minor design refinements or field-driven adjustments
- Utility or drainage clarifications requiring limited analysis
- Supplemental sketches or exhibits

Services include:
- Internal coordination and technical evaluation
- Preparation of clarification sketches or exhibits
- Written response with supporting documentation
- Medium plan markup or reference to contract documents. Includes a total of 5 RFIs, with an average of 4 hours of the Engineer's time and 1 hour of the Project Coordinator's time per RFI.

Docusign Envelope ID: C4257D86-D422-4F41-AD3B-5D711FF9F68F

C. Complex RFIs (5)

Typically include:

- Differing site conditions
- Conflicts with existing utilities
- Discrepancies between plans and field conditions
- Utility conflicts requiring evaluation of alternatives
- Drainage, grading, or roadway geometry impacts
- RFIs with potential cost, schedule, or scope implications
- Issues requiring coordination with outside agencies or third parties

Services include:

- Engineering analysis and evaluation of alternatives
- Coordination meetings with the City and project stakeholders
- Preparation of detailed response narratives and supporting exhibits
- Plan markup or reference to contract documents. Includes a total of 5 RFIs, with an average of 8 hours of the Engineer's time and 1 hour of the Project Coordinator's time per RFI.

Identification of potential impacts for City consideration

Task 4 – Construction Progress Meetings

WEBB will attend construction progress meetings (a total of 24) as requested by the City, 8 in-person meetings and 16 virtual meetings.

Task 5 – Grading Quantity Verification

WEBB shall perform grading quantity calculations for earthwork pay quantities based on survey data provided by the Contractor.

Services include:

- Review of Contractor-provided pre- and post-construction survey surfaces
- Independent calculation of excavation, fill, and import/export quantities
- Coordination with City staff and the Inspector to resolve discrepancies

All field surveying shall be performed by the Contractor. WEBB's role is limited to office-based quantity verification.

Task 6 – Record Drawings (As-Built Plans)

WEBB shall prepare Record Drawings for City acceptance.

Services include:

- Incorporating approved RFIs, field directives, and clarifications
- Reviewing Contractor redline drawings

Docusign Envelope ID: C4257D86-D422-4F41-AD3B-5D711FF9F68F

- Updating plan sheets to reflect final constructed conditions

Record Drawings shall be based on information provided by the Contractor and City. WEBB shall not be responsible for independent field verification.

EXHIBIT "B" COMPENSATION FOR SCOPE OF SERVICES

WEBB proposes to provide the Construction Engineering Support Services on a **time-and-materials basis**, billed monthly in accordance with the attached Schedule of Fees.

The total fee for services described in Exhibit "A" shall **not exceed $78,624** without prior written authorization from the City.

Item	Description	Dilesh R. Sheth, Principal II	Eric Hays, Principal II	Myung G. Choo, Principal II	Ranjit Singh, Principal I	Son H. Le, Senior I	Deborah A. Saulina, Assistant V	Total Hours	Total/task[1]
	Billout Rate	$ 312	$ 312	$ 312	$ 298	$ 258	$ 196		
Task 1 - Construction Engineering Administration & Coordination		**8**	**4**		**8**		**4**	**24**	**$ 6,912**
1.1	Construction Engineering Administration & Coordination	8	4		8		4	**24**	**$ 6,912**
Task 2 - Material Submittal Review				**8**	**10**	**2**	**10**	**30**	**$ 7,952**
2.1	Material Submittal Review			8	10	2	10	**30**	**$ 7,952**
Task 3 - Request for Information (RFI) Review and Response		**15**		**34**	**46**		**15**	**110**	**$ 31,936**
3.1	Simple RFIs (10)	5		10	10		5	**30**	**$ 8,640**
3.2	Medium - Complexity RFI (5)	5		8	12		5	**30**	**$ 8,612**
3.3	Complex RFIs (5)	5		16	24		5	**50**	**$ 14,684**
Task 4 - Construction Progress Meetings		**32**			**12**			**44**	**$ 13,560**
4.1	Virtual Construction Progress Meetings (24)	32			12			**44**	**$ 13,560**
Task 5 - Grading Quantity Verification		**6**		**24**			**2**	**32**	**$ 9,752**
5.1	Grading Quantity Verification	6		24			2	**32**	**$ 9,752**
Task 6 - Record Drawings (As-Built Plans)		**2**		**8**	**12**	**4**	**4**	**30**	**$ 8,512**
6.1	Prepare As-Built Drawings	2		8	12	4	4	**30**	**$ 8,512**
Total		**63**	**4**	**74**	**88**	**6**	**35**	**270**	**$ 78,624**

CHANGE ORDER

Change Order No. 1

Purchase Order No. 030269

Date 1/11/2022

Agreement Date 6/23/2020

Sheet 1 of 2

Owner: CITY OF BANNING

Project: **2020-04 Sun Lakes Boulevard Extension**

Contractor: Albert A. Webb and Associates

The following changes are hereby made to the Contract Documents:

JUSTIFICATIONS:

Out of scope work. Coordination with RCA, meetings with RCA, analysis of arched culvert design, coordination and plan revisions per Sunset Crossroads Project.

CHANGE TO CONTRACT PRICE

Original Contract Price	$ 548,416.05 Current
Contract Price adjusted by previous Change Order(s)	$ 548,416.05
Contract Price due to this Change Order will be (increased)	$ 24,983.25
New Contract Price including this Change Order	$ 573,399.30

CHANGE TO CONTRACT TIME

Contract Time will be (increased) Date	12/31/2022
for Completion of all Work	580 (Working Days) (Date)

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Recommended by: Peter Safai Date: 1/11/2022

Approved by: [signature] Date: 1/14/22

Richards, Watson & Gershon - 2018

CHANGE ORDER

Change Order No. 2

Purchase Order No. 030269

Date 1/25/2022

Agreement Date 6/23/2020

Sheet 1 of 2

Owner: CITY OF BANNING

Project: **2020-04 Sun Lakes Boulevard Extension**

Contractor: Albert A. Webb and Associates

The following changes are hereby made to the Contract Documents:

JUSTIFICATIONS:

Out of scope work. Sediment Transport Study was needed to assess the potential sediment transport capacity at the proposed arched culverts crossings.

CHANGE TO CONTRACT PRICE

Original Contract Price	$ 548,416.05 Current
Contract Price adjusted by previous Change Order(s)	$ 573,399.30
Contract Price due to this Change Order will be (increased)	$ 5,974.88
New Contract Price including this Change Order	$ 579,374.18

CHANGE TO CONTRACT TIME

Contract Time will be (increased) Date	12/31/2022
for Completion of all Work	580 (Working Days) (Date)

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Recommended by: _____ Date: 1/26/2022

Approved by: _____ Date: 1/27/22

ALBERT A. WEBB ASSOCIATES

Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

Murrieta Office
41870 Kalmia Street #160
Murrieta, CA 92562
T: 951.686.1070

May 3, 2022

Mr. Patrick Safari
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: Request for Change Order for Additional Engineering and Environmental Services for the Sun Lakes Blvd. Extension Project (C00660)

Dear Patrick,

Albert A. WEBB Associates respectfully submit this change order for Engineering and Environmental Services for the Sun Lakes Blvd. Extension Project (C00660).

WEBB has been contracted by the City of Banning to provide engineering and environmental services for the Sun Lakes Blvd. Extension Project. The following are out-of-scope additional task items provided by WEBB:

- Street Improvement, Storm Drain Design, and Environmental Coordination for Wildlife/Resource Agencies review and Sunset Crossroads Project Coordination
- Storm Drain System Design
- Supplemental Environmental Documentation
- Jurisdictional Delineating and Permitting

At this time, we are respectfully requesting compensation for the tasks already completed, and the future tasks to be completed as outlined below.

EXHIBIT "A" SCOPE OF SERVICES

Task 1 - Street Improvement, Storm Drain Design, and Environmental Coordination for Wildlife/Resource Agencies review and Sunset Crossroads Project Coordination

1. Attend meetings with City and Sunset Crossroads design team.
   - Original Proposal: Not in scope, Additional Cost: $4,644
2. Review Sunset Crossroads preliminary on-site design layout.
   - Original Proposal: Not in scope, Additional Cost: $3,666
3. Prepare and provide electronic CAD files to Sunset Crossroads design team.
   - Original Proposal: Not in scope, Additional Cost: $896
4. Coordinate with bridge consultant to determine appropriate spans and type selection (arched culverts).
   - Original Proposal: Not in scope, Additional Cost: $1,120
5. Coordinate with environmental team and biologist for determining new impacts from revised culvert design.
   - Original Proposal: Not in scope, Additional Cost: $790
6. Coordinate with environmental team to determine alternative alignments and spans for minimizing impacts.
   - Original Proposal: Not in scope, Additional Cost: $1,792
7. Coordinate with design team to prepare for resource agency meetings.
   - Original Proposal: Not in scope, Additional Cost: $713
8. Meet and coordinate with Wildlife/Resource Agencies
   - Original Proposal: Not in scope, Additional Cost: $713
9. Coordinate and schedule meeting with Sunset Crossroads design team for environmental analysis approach.
   - Original Proposal: Not in scope, Additional Cost: $448
10. Coordinate with sediment transport consultant for scour memo and/or detailed analysis.

a. Review Geotechnical Report with consultant
b. Review existing particle size distribution for channel bed.
   - Original Proposal: Not in scope, Additional Cost $1,344

Task 2 – Storm Drain System Design

2.1 - Final Drainage Report – Additional work items include:

a. Update preliminary hydraulic and scour calculations for the revised culvert footprint.
b. Prepare hydraulic analysis for mimicking the existing hydraulic conditions at the existing roadway crossings.
c. Update preliminary report for the new concept and additional analysis.
   - Original Proposal: Included in scope but revisions required as a result of revised culvert design, Additional Cost: $10,304

2.2 - Storm Drain Plans – Additional work items include:

a. Update design layout of culvert and culvert inlet and outlet wing walls, headwalls, aprons, access ramps, riprap, and other elements for new culvert concept.
b. Update design layout and details for mimicking existing hydraulic conditions at existing roadway crossings.

- Original Proposal: Included in scope but revisions required as a result of revised culvert design, Additional Cost: $34,944

2.3 - Structural Design Allowance – Additional work items include:

a. Prepare structural design calculations and details, as needed, for culverts, wingwalls, headwall, parapet, and energy dissipaters where standard details are not applicable.
   - Original Proposal: Not in scope, Additional Cost: $34,792

Task 3 – Supplemental Environmental Documentation

Following preparation of the draft *Phase I Cultural Resource Assessment for the Sun Lakes Boulevard Realignment Project,* November 2020 (the *Draft Phase 1 CRA*) and the biological resources studies, the Project footprint has expanded due to the new culvert concept and the addition of access to the City's substation being and grading along the west side of Sunset Avenue. This has resulted in an expanded Project footprint that was not evaluated in the *Draft Phase I CRA* or the biological resources studies.

3.1 - Supplemental Cultural Resources Study – Additional work items include:

a. Applied Earthworks (AE), WEBB's cultural resources subconsultant will conduct a complete and intensive cultural resource survey of the expanded Project footprint. Two previously documented cultural resources (a large farm/ranch complex and a large historic water-control complex) are located within the expanded Project area. AE will confirm the location of these previously identified resources in proximity to the expanded Project area and assess their current condition.
b. AE will update the draft *Phase I CRA* to include the expanded Project footprint. This scope include two rounds of comments following City review of the draft updated *Phase I CRA* and no major revisions will be required. The draft updated *Phase I CRA* will be submitted electronically in MS Word format for ease of review; the final updated *Phase I CRA* will be submitted electronically as a PDF file.
   - Original Proposal: Included in scope but revisions required as a result of revised culvert design, Additional Cost: $3,646

3.2 - Supplemental Biological Resources Studies – Additional work items include:

a. Wood Environment Infrastructure Solutions, Inc. (Wood), WEBB's biological resources subconsultant will revise the figures and exhibits, recalculate impacts, and update the previously submitted draft versions of the following reports to include the expanded Project footprint. Habitat Assessment/Western Riverside County Multiple Species Habitat Consistency Analysis, Focused Burrowing Owl Survey, Narrow Endemic and Criterial Area Plants Survey, Los Angeles Pocket Mouse Protocol Survey. The Determination of Biologically Equivalent or Superior Preservation (DBESP), which is in process, will also be revised to include the expanded Project footprint.
b. The updated draft reports will be submitted electronically for ease of review; the final updated reports will be submitted electronically as PDF files.
   - Original Proposal: Included in Scope but revisions required as a result of revised culvert design, Additional Cost: $19,336

3.3 - Additional Environmental Coordination – Additional work items include:

Subsequent to the initial meeting with the Western Riverside County Regional Conservation Authority (RCA) and the Wildlife/Resource Agencies, WEBB's environmental staff coordinated with the Wildlife/Resource Agencies to provide the hydraulic modeling results and assist City staff in responding to agency questions. WEBB will also assist the City in shepherding this project through the DBESP process with the Wildlife/Resource Agencies.

- Original Proposal: Included in Scope but revisions required as a result of revised culvert design, Additional Cost: $12,430

3.4 - CEQA Documentation Updates – Additional work items include:

Because the design of the culverts delayed the design progress and over a year has gone by since the draft CEQA document was prepared, as well as given the updates to the project design/footprint and the need to update the cultural and biological and JD studies, additional budget is needed to further process the MND. Budget for all the additional meetings and coordination related the crossings took budget away from the CEQA task. We are asking for an additional task authorization to update the draft MND, and process it for public review through a Final MND.

- Original Proposal: Included in Scope but revisions required as a result of revised culvert design, Additional Cost: $11,952

Task 4 - Jurisdictional Delineation and Permitting

The original field surveys for the jurisdictional delineation were completed summer 2021, exhibits prepared, impacts calculated, and these results were presented to the resource agencies and used to develop the new culvert concept. In order to complete the jurisdictional delineation report, additional work items include:

a. Survey and map jurisdictional resources within the expanded Project footprint.
b. Prepare revised exhibits for use in the report.

- Original Proposal: Included in Scope but revisions required as a result of revised culvert design, Additional Cost: $4,692

EXHIBIT "B" COMPENSATION FOR SCOPE OF SERVICES

Total fees for services shown in the Scope of Services (Exhibit "A") shall not exceed **$148,222** without prior authorization from client. We propose to provide details in Exhibit "A" for an initial Time & Materials fee to be billed monthly in accordance with the attached fee schedule.

Task 1: Street, Storm, Environmental Coordination		$16,126
Task 2: Storm Drain System Design		$80,040
Task 3: Supplemental Environmental Documentation		$47,364
Task 4: Jurisdicational Delineation and Permitting		$4,692
	Total	**$148,222**

Task budgets are estimates and may be used interchangeably as needed but not to exceed the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees. Invoices will be submitted monthly based on the percentage of work completed. All invoices shall be due and payable upon receipt. If invoices remain unpaid after 30 days, work on project may cease and interest of 1.5% per month shall be charged on unpaid balances.

Charges for deliveries, printing, copying, mileage, postage, outside services, and for coordination or other services not specifically listed in the scope of work (Reimbursable Expenses), will be billed on a time and material basis, in accordance with our Schedule of Fees. Checking and/or filing fees are not included in this contract and shall be paid by the client directly to the appropriate governmental agency.

Charges for printing, copying, mileage, postage, outside services, and for coordination or other services not specifically listed in the scope of work (Reimbursable Expenses), will be billed on a time and material basis, in accordance with our Schedule of Fees. Checking and/or filing fees are not included in this contract and shall be paid by the client directly to the appropriate agency.

If you find this request acceptable, please issue contract amendment #1 with the current dollar amount to the Final Engineering Services contract dated June 23, 2020. We appreciate this opportunity to be of service to your firm and look forward to hearing from you. If you have any questions regarding this proposal, please contact us at 951-320-6063.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Eugene Abrego, PE
Senior Engineer

ALBERT A. WEBB ASSOCIATES

Sun Laked Blvd. Extension Change Order - 2

Item	Description	Stephanie Standerfer	Cheryl DeGano	Autumn DeWoody	Eric Hays	Eugene Abrego	Ranjit Singh	Total Hours	Subtotal - Labor	Sub-consultant budget	Total/task
	Billout Rate	$ 265	$ 224	$ 171	$ 224	$ 224	$ 224				
Task 1 -	**Street/Storm/Env. Design Coordination**	**8**	**14**	**2**	**6**	**21**	**20**	**71**	**$ 16,126**	**$ -**	**$ 16,126**
1.1	Attend Meetings	4	4		2	6	4	**20**	$ 4,644	$ -	$ 4,644
1.2	Review of Sunset Crossroads Project	2	2		2	8	2	**16**	$ 3,666	$ -	$ 3,666
1.3	Preparation of CAD files					4		**4**	$ 896	$ -	$ 896
1.4	Coodination with Bridge Consultant					1	4	**5**	$ 1,120	$ -	$ 1,120
1.5	Coordination with Biologist		2	2				**4**	$ 790	$ -	$ 790
1.6	Alternative Culvert Alignment Analysis				2	2	4	**8**	$ 1,792	$ -	$ 1,792
1.7	Coordination for Resource Agency Meetings	1	2					**3**	$ 713	$ -	$ 713
1.8	Meet and Coordinate with Wildlife/Resource Aencies	1	2					**3**	$ 713	$ -	$ 713
1.9	Coordination and Meetings with SC Env. Team		2					**2**	$ 448	$ -	$ 448
1.10	Coordination with Sediment Transport Subconsultant						6	**6**	$ 1,344	$ -	$ 1,344
Task 2 -	**Storm Drain System Design**				**40**		**170**	**210**	**$ 47,040**	**$ 33,000**	**$ 80,040**
2.1	Final Draiange Report				16		30	**46**	$ 10,304	$ -	$ 10,304
2.2	Storm Drain Plans				16		140	**156**	$ 34,944	$ -	$ 34,944
2.3	Structural Design Allowance				8			**8**	$ 1,792	$ 33,000	$ 34,792
Task 3 -	**Supplemental Environmental Services**	**46**	**58**	**12**				**116**	**$ 27,234**	**$ 20,130**	**$ 47,364**
3.1	Supplemental Cultural Resources Study		4					**4**	$ 896	$ 2,750	$ 3,646
3.2	Supplemental Biological Resources Studies	4	4					**8**	$ 1,956	$ 17,380	$ 19,336
3.3	Additional Environmental Coordination	30	20					**50**	$ 12,430	$ -	$ 12,430
3.4	CEQA Document Updates and Processing	12	30	12				**54**	$ 11,952	$ -	$ 11,952
Task 4 -	**Jurisdicational Delineation and Permitting**	**4**	**4**	**16**				**24**	**$ 4,692**	**$ -**	**$ 4,692**
4.1	Additional Survey, Mapping, Impact Calculation	4	4	16				**24**	$ 4,692	$ -	$ 4,692
Total		**58**	**76**	**30**	**46**	**21**	**190**	**421**	**$ 95,092**	**$ 53,130**	**$ 148,222**

ALBERT A. WEBB ASSOCIATES

Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

Murrieta Office
41870 Kalmia Street #160
Murrieta, CA 92562
T: 951.686.1070

July 6, 2023

Mr. Patrick Safari
CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: Request for Additional Engineering and Environmental Services for the Sun Lakes Blvd. Extension Project (C00660)

Dear Patrick,

Albert A. Webb Associates (WEBB) respectfully submit this change order for additional Engineering and Environmental Services for the revised alignment of the Sun Lakes Boulevard Extension Project (C00660). It is necessary to revise the alignment of this roadway as it is infeasible to obtain an easement from Kinder Morgan to place the road atop their existing high-pressure gas line.

WEBB has been contracted by the City of Banning to provide engineering and environmental services for the Sun Lakes Blvd. Extension Project. The following are out-of-scope additional task items to be provided by WEBB for the proposed revised alignment of Sun Lakes Boulevard:

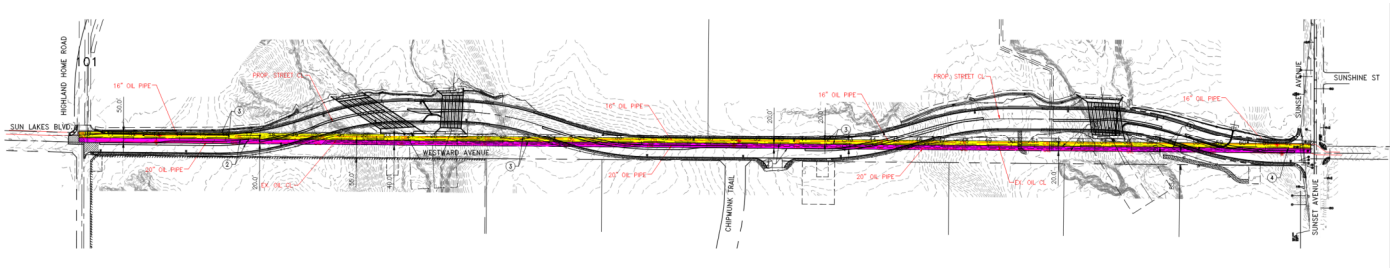
- Update final design plans and documents
- Revised CEQA Document
- Revised Technical Studies (Biological, Cultural, and Air Quality/GHG/Energy)
- Revised Jurisdictional Delineation and Permitting
- Utility coordination
- Project Management, Coordination, and Meetings

At this time, we are respectfully requesting compensation for the tasks already completed and the future tasks to be completed as outlined below.

EXHIBIT "A" SCOPE OF SERVICES

The proposed Sun Lakes Boulevard Extension project (Project) is a project that entails the construction of a new section of Sun Lakes Boulevard from Highland Home Road to Sunset Avenue. The proposed Project is approximately 5,400 linear feet (1.02 mile) long and 110 feet wide and will be constructed according to the City's General Plan Typical Section for an Arterial Highway.

Westward Avenue is a straight east-west unpaved dirt road between Highland Home Road and Sunset Avenue. Kinder Morgan has two fuel lines (16- and 20-inch diameters) in two 20-feet wide easements along Westward Avenue. The proposed Sun Lakes Boulevard curvilinear alignment overlaps Westward Avenue and Kinder Morgan easements, as shown in **Figure 1.** Initially, Kinder Morgan had no issue with roadway construction over their easements. Later, Kinder Morgan changed their policies to restrict roadway improvement over their lines and directed the City to realign Sun Lakes Boulevard to minimize the impact on Kinder Morgan fuel lines.



Sun Lakes Boulevard Circulation Plan Alignment
Figure 1

WEBB had already completed draft CEQA documents and associated technical studies and substantially completed final design plans, studies, and documents for the Project. Now, WEBB prepared a preliminary realignment of Sun Lakes Boulevard, as shown in **Figure 2**. Since the completion of the draft CEQA document and associated technical studies, the alignment for Sun Lakes Boulevard will be modified to an area that falls outside the previously surveyed areas in some places. Therefore, updates to the CEQA document and the relevant technical studies are needed now. In addition, redesigning all final design documents and update of studies and documents are needed.



Sun Lakes Boulevard Realignment to Minimize Impacts on Kinder Morgan Fuel Lines
Figure 2

Based on the feedback we received at the pre-application meeting with resource agencies on June 14, 2023, they understood the Kinder Morgan easement challenges. They agreed with the City to allow roadway realignment, as shown in Figure 2 above.

The City has received substantial funds for the Project and would like to move forward as soon as possible to meet the funding deadlines. The following is our understanding of the Project to complete the PS&E:

1. Drainage Report and Storm Drain Improvement Plans - Minor updates to the drainage report will be required. Storm drain alignments and elevations will remain the same; minor changes may be needed. Headwall and wing wall changes will be required to match the street improvement plans. Plans will be submitted for 90%, 100%, and approval.

2. Street Improvement Plans – Try to hold the profile over the storm drains. Revise street improvement plans and profiles for the realignment. Redesign and detail out 7-ADA ramps. No driveways, ADA ramps, and curb ramps will be provided along the alignment. We will provide AC berm at the proposed driveways per City's request. We will be submitted for 90%, 100%, and approval.

3. Signing & Striping Plans – Revise plans per the realignment and submit for 90% and 100% for approval.

4. Street Light Location Plans – Revise street light location plans per the revised alignment and submit for approval for 90% and 100%. The City will prepare street light conduit and conductor plans.

5. Landscape and Irrigation Plans – Because of budget constraints, the City decided not to landscape the parkway and median at this time, so an update of plans will not be required. The City would like to install sleeves with the Project to avoid future trenching across the pavement. The conduit sleeves will be shown on the street improvement plans.

6. Coordination with the Developer – The City will coordinate with the developer. WEBB will not be required to attend meetings and provide coordination with the developer. WEBB's scope of work includes legal & plats and exhibits needed to obtain right-of-way and easement for the roadway and storm drain improvement. The developer will analyze any impact on future development.

7. Potholing – We will prepare an exhibit for approximately 40 potholes. The City will coordinate and hire a potholing contractor to perform the work. WEBB will conduct the field survey and collect data points set by the potholing contractor.

8. Coordination with Kinder Morgan – Even with the roadway realignment, approximately 500' on both ends will impact Kinder Morgan fuel lines. We have estimated our effort under utility coordination and meetings. It is very hard to predict the effort required to estimate effort to obtain Kinder Morgan approval and to meet the Federal Energy Regulatory Commission (FERC) requirements. We have added optional items and a budget to provide additional effort if needed.

9. Out-of-scope services – We will obtain authorization from the City for the out-scope services before beginning out-of-scope tasks.

Our scope of services is as follows:

Task 1 – Update Final Design Plans, Studies, and Documents

1.1 – Street Improvement Plans

Additional work includes the following items:

a. Update of horizontal alignment to minimize impacts to Kinder Morgan fuel lines.
b. Update the vertical centerline, curbs, and right-of-way profiles.
c. Update grading limits. The grading limits will consider cut and fill amounts, environmental impact, and resources.
d. Revise raised medians layout and profiles
e. Update sidewalks, ADA ramps, and driveways design and details.
f. Review utility adjustment and relocation and update plans and construction notes.

1.2 – Storm Drain System Design

The approved scope and budget for the Project included a task for the development of a preliminary roadway drainage design and tasks for a final drainage report and storm drain plans. The preliminary drainage design task included a preliminary hydrology and hydraulic analysis, preliminary scour calculations, preliminary plans, and a preliminary drainage report. The preliminary design was completed and submitted in November of 2020.

After the preliminary design was completed, concerns were raised by the resource agencies, which necessitated a sediment transport study be prepared for the Project. This study was completed and concluded that revisions to the culvert configuration were needed to address those concerns. WEBB's efforts to coordinate with the sediment transport study engineer and develop a revised design concept were covered under both a separate approved change order and the remaining preliminary design task budget. A change order was also approved by the City to update the plans based on the revised concept. This change order included updating the drainage report, update of the drainage plan sheets, and preparation of structural details and calculations.

As WEBB was proceeding with the updates to the design, input was received from Kinder Morgan stating that the drainage outlet structures would not be permitted within their easement. WEBB was then directed to stop work while the City coordinated with Kinder Morgan. WEBB was authorized by the City in January 2023 to proceed. An additional redesign of the outlet structures was completed to ensure that they did not encroach into the easement as requested.

After the redesign was substantially complete, WEBB was given direction to realign the street to minimize the impact on the existing Kinder Morgan easement. This change will require a redesign of the channel inlet and outlet structures, a redesign of the street storm drains, and a redesign of the intercept drain on the northerly side of the street. The drainage plans will also need to be redrafted. The hydraulic calculations (HEC-RAS, WSPG, etc) and drainage report will also need to be updated for these changes. The structural design work that has been started will also need to be redone. Added to this work is also an update to the preliminary geotechnical report to provide all the parameters needed to finalize the structural design calculations.

1.2.1 - Final Drainage Report Update - Additional work items include:

a. Due to road realignment, update the HEC-RAS model for updated inlet/outlet configuration.
b. Update WSPG calculations for culverts, new street storm drains, and intercept drain designs.
c. Update report text and exhibits to reflect revised road alignment.
d. Address additional plan check comments.

1.2.2 – Storm Drain Plan Update – Additional work items include:

a. Update the design and plan details for the outlet structures to avoid the Kinder Morgan easement.
b. Update design and plans due to the road realignment (channel inlet and outlets, street storm drain, northerly intercept ditch, and appurtenances).
c. Coordination with WEBB environmental team for the information requested and/or needed.

1.2.3 - Structural Design Details - Additional work items include:

a. Update structural calculations for revised inlet and outlet configuration.
b. Coordination with the geotechnical engineer for information required for structural design.
c. Review of Geotechnical report of adjacent development provided by City.
d. Update of Preliminary Geotechnical report by sub-consultant.

1.2.4 – Assessment of Potential Sediment Transport Impact - Additional work items include:

A study is to be conducted to assess the potential sediment transport impacts associated with the improvement of Sun Lakes Boulevard. The proposed road improvements involve the addition of several new culvert crossings that are to be constructed upstream of two existing dry weather crossings. The proposed culvert crossings have increased in size since the hydraulic assessment previously conducted by Northwest Hydraulic Consultants (NHC) in 2021. The existing dry weather crossings are to remain in place with the proposed road improvement plan.

Impacts on sediment transport will depend on the configuration proposed for the new crossings. A high-level assessment of the potential effects will be completed through a comparison of hydraulic characteristics pre- and post-project.

We will evaluate (existing conditions models, also developed previously provided for the 2021 NHC study) 2D model hydraulic models (HEC-RAS) of the proposed improvement plan.

Assumptions:

a. The Resource Agencies are currently reviewing the HEC-RAS model prepared for the revised culvert concept. WEBB will proceed with the final design phase ahead of Resource Agency approval under the assumption that they will not have any comments that will impact the culvert design or analysis. This additional budget request does not include any additional changes to the culvert analysis or design resulting from future Resource Agency comments.
b. It is assumed that the Caltrans Standard Detail D81 for double-cell reinforced concrete boxes can be utilized for the multi-cell boxes required for this Project, and no special structural design is required for these culverts.
c. The final plans and analysis will be designed with the assumption that the future Sunset Crossing project will be designed and built after the roadway project is completed. This additional budget request does not include any additional design or analysis required to assess changes to the roadway design or hydraulic analysis based on this future Project. It also assumes that drainage facilities for the Sunset Crossroads property (outside of the street right of way) will be designed and constructed by the developer's plans and is not a part of the road project scope.

1.3 – ROW and Easement Documents

We will prepare and update fourteen (14) documents needed for additional right-of-way and easements.

1.4 – Signing & Striping Plans

Update signing & striping plans for the revised alignment.

1.5 – Street Light Location Plans

a. Update street light location plans for the revised alignment.

1.6 – Specifications

The City will provide us with its boilerplate Technical Provisions in Microsoft Word format. We will compile the project specifications, including the project-specific scope of work in the Technical Specifications, and provide Special Technical Provisions beyond the City's Standard Technical Provisions. With each submittal, WEBB will provide a bid schedule, special provisions, and technical specifications. The specifications shall be signed by a Civil Engineer registered in the State of California as complete and ready for bidding purposes and awarding contracts for construction for the improvements. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) will be used on the Project, except for the signing/striping elements. The City and Caltrans Standard Specifications will be used for these improvements. The City will prepare the bid book.

1.7 - Cost Estimates

We will provide a construction quantity and cost estimate with each submittal of plans. The unit costs shall be based upon the most current cost information for recent similar projects in the area compiled by us and approved by the City. The estimated items of work with quantities shall include, but not be limited to, itemizing all removals, clearing and grubbing, relocations, sidewalk, curb & gutter, driveway approaches, Asphalt Concrete (AC), utility improvements, applying/painting of pavement legends & striping, signs, traffic control, raised pavement markers, street lights in City limits, storm drain improvements, and project identification and completion signs. The estimates will also include probable costs for utility relocations, right-of-way, and temporary construction easements.

Task 3 – Revised Environmental Documentation

Since the completion of the draft CEQA document and associated technical studies, the alignment for Sun Lakes Boulevard has been modified to an area that, in some places, falls outside the previously surveyed areas. Therefore, updates to the CEQA document and the relevant technical studies are needed at this time.

3.1 - Revised Cultural Resources Study – Additional work items include:

a. Applied Earthworks (AE), WEBB's cultural resources subconsultant will conduct a complete and intensive cultural resource survey of the additional Project acreage. Two previously documented cultural resources (a large farm/ranch complex and a large historic water-control complex) are located within the expanded Project area. AE will confirm the location of these previously identified resources in proximity to the expanded Project area and assess their current condition.

b. AE will update the *Phase I Cultural Resources Assessment* (*Phase I CRA*) and paleontological memorandum to include the additional Project acreage, as well as add language regarding federal funding. This scope includes two rounds of comments following the City review of the draft updated *Phase I CRA* and no major revisions will be required. The draft updated *Phase I CRA* and paleontological memorandum will be submitted electronically in MS Word format for ease of review; the final updated *Phase I CRA* and paleontological memorandum will be submitted electronically as a PDF file.

3.2 - Revised Biological Resources Studies – Additional work items include:

a. WSP USA Environment & Infrastructure Solutions (WSA),[1] WEBB's biological resources subconsultant will revise the figures and exhibits, recalculate impacts, and update the previously finalized versions of the following reports to include the revised street alignment (Project footprint). The updated draft reports listed below will be submitted electronically for ease of review; the final revised reports will be submitted electronically as PDF files.

1. *Habitat Assessment/Western Riverside County Multiple Species Habitat Consistency Analysis,*
2. *Focused Burrowing Owl Survey,*
3. *Narrow Endemic and Criterial Area Plants Survey,*
4. *Los Angeles Pocket Mouse Protocol Survey*
5. *Determination of Biologically Equivalent or Superior Preservation (DBESP)*
6. West and Dry Season Fairy Shrimp Survey Memo Update

3.3 - Additional Environmental Coordination – Additional work items include:

WEBB has expended all original budgets associated with coordination and meetings with the Regional Conservation Authority (RCA) and regulatory agencies (US Army Corps of Engineers, California Department of Fish and Wildlife, Regional Water Quality Control Board and US Fish and Wildlife Service). Given that a meeting has been scheduled for June 14, 2023 with the RCA and regulatory agencies, and since there will be pre- and post- meeting coordination needed with the City and WEBB Team, additional request for budgets to do this meeting, along with more frequent coordination with the City as the revised CEQA document is underway, will also be needed.

3.4 – Revised Environmental (CEQA) Documentation – Additional work items include:

The Initial Study/Mitigated Negative Declaration (IS/MND) in addition to the CEQA notices for the original proposed alignment have been prepared. The IS/MND was ready to be released in January 2024 for public review prior to the decision to revise the Project alignment. Because the Project footprint has changed and revised biological resources reports, cultural report, and jurisdictional delineation must be prepared, additional budget is needed to revise and complete processing the IS/MND for public review through the Final MND phase. We are asking for an additional task authorization to complete this task since the budget originally allocated has been expended.

This scope does not include updating the air quality/greenhouse gas analysis completed in November 2021, which was prepared using the California Emissions Estimator Model® version 2020.4.0 (CalEEMod) model. The California Air Pollution Control Officers Association (CAPCOA) released CalEEMod version 2022.1 in December 2022. However, WEBB is not proposing to redo the air quality/greenhouse gas analysis using

[1] Wood Environment Infrastructure Solutions, Inc. was acquired by WSP.

the new model because: (i) the analysis was completed before the new model was released; (ii) there are no substantial changes to the Project that would warrant remodeling construction impacts; (iii) this is a capital improvement project; and (iv) and the results of the original air quality/greenhouse gas analysis were well below the numeric thresholds that would indicate a potentially significant impact. In the event comments are received during the public review period for the IS/MND, WEBB would address that in the responses to comments and explain the rationale for not remodeling the Project's air quality/greenhouse gas emissions.

Task 4 - Jurisdictional Delineation and Permitting

The original field surveys for the jurisdictional delineation (JD) were completed summer 2021, exhibits prepared, impacts calculated, and these results were presented to the resource agencies. WEBB will update the previous JD, to cover the new areas proposed by the revised Project alignment, including a 100-foot survey buffer. Specifically, WEBB will update the existing JD report with regulatory changes that have occurred since preparation of the original 2021 JD report. Following the literature review update, WEBB will conduct a one-day site visit to the revised Project site to document suspected wetlands and non-wetland waters of the U.S, waters of the State located outside federal jurisdiction, and streambed according to Fish and Game Code.

Waters of the U.S. will be evaluated using the methodology set forth in the guidelines provided in the *Corps of Engineers Wetlands Delineation Manual* (1987), the *2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* (Version 2.0), and the *2008 Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States*. Potential Waters of the State that are outside of federal jurisdiction will be identified following the *Procedures for Discharges of Dredged or Fill Material to Waters of the State. Fish and Game Code,* Section 1600 et al streambed will be identified as the bank-to-bank where the active streambed shows the fullest expression on the landscape.

After the site-visit is completed, WEBB will update the JD report with the new data collected from the site visit including tables, figures, and impacts discussion. The report will be prepared following the 2017 U.S Army Corps of Engineers (USACE), *Minimum Standards for Acceptance of Aquatic Resources Delineation Reports*. The JD report will provide an analysis and discussion of the existing site conditions, methods, and results of the delineation, including details such as soil types, hydrology, and vegetation present on the site. The report will also provide a discussion of the impacts proposed to any jurisdictional areas, including photographs and exhibits depicting any jurisdictional features.

Task 5 – Utility Coordination and Additional Field Survey for Potholing (Time and Material Basis)

WEBB will Identify all known utilities that potentially conflict with the planned project improvements and determine special requirements for facilities, including protection, relocation, right-of-way easements, and construction. WEBB will coordinate with utility companies to schedule the relocation of the utilities before the start of construction.

a. Coordinate with Kinder Morgan to construct Sun Lakes Boulevard for segments east of Highland Home Road and west of Sunset Avenue.
b. Coordinate with City to relocate power poles and guy anchors and adjust electrical vaults.
c. Coordinate with the City for relocation and adjustment of water valves, fire hydrants, blow-offs, air vacuum, and sewer manholes.
d. Coordinate with the Gas Company to relocate and adjust gas valves and electronic gas station.

e. Coordinate with telecommunication companies for the adjustment of telecommunication manholes.
f. Attend six (6) meetings with utility companies.
g. We will prepare an exhibit for approximately 40 potholes. The City will coordinate and hire a potholing contractor to perform the work. WEBB will conduct the field survey and collect data points set by the potholing contractor.

Task 6 – Project Management, Coordination, and Meetings (Time and Material Basis)

We will schedule and attend meetings as follows:

a. Project Development Team (PDT) meetings – We estimate twelve (12) meetings
b. Environmental meetings - We estimate six (6) meetings

We will schedule, chair, and prepare meeting agendas and meeting minutes. The agendas will be submitted to the City for review one working day before the meeting. The minutes will be distributed to all attendees, everyone invited, and the City's Project Manager within five working days after the meeting. The minutes shall include but are not limited to a list of attendees with phone numbers and contact emails, a summary of discussion items, a decision log, ROW/Utility Tracking Sheets, any pertinent information, and follow-up to action items.

We will update project schedules. The project schedules will be divided into tasks and subtasks in full detail, including the City function timeline, critical path, and outside sources such as agencies or utilities.

Task 7 – Engineering Support Services for Environmental Documentation, Jurisdictional Delineation, and Permitting (Time and Material Basis)

We have been providing out-of-scope services for the realignment of the roadway and coordination with the City and resource agencies.

We will provide engineering support services for environmental documentation, jurisdictional delineation, and permitting.

Optional Task 8 – Additional Work for Kinder Morgan (Time and Material Basis)

Even with the roadway realignment, approximately 500' on both ends will impact Kinder Morgan fuel lines. We have estimated our effort under utility coordination and meetings. It is very hard to predict the effort required to estimate effort to obtain Kinder Morgan approval and to meet the Federal Energy Regulatory Commission (FERC) requirements. Any additional effort required beyond estimated under the utility coordination and meetings, with the approval of the City, WEBB will provide additional support services.

EXHIBIT "B" COMPENSATION FOR SCOPE OF SERVICES

Total fees for services shown in the Scope of Services (Exhibit "A") shall not exceed **$496,079** without prior authorization from the client. If the optional Task 7 is to be conducted, the total shall be provided on a time and materials basis not to exceed **$516,079** after City authorization for the task. We propose to provide details in Exhibit "A" for an initial Time & Materials fee to be billed monthly in accordance with the attached fee schedule.

Task budgets are estimates and may be used interchangeably to stay within the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees.

Charges for deliveries, printing, copying, mileage, postage, outside services, and for coordination or other services not specifically listed in the scope of work (Reimbursable Expenses) will be billed on a time and material basis in accordance with our Schedule of Fees. Checking and/or filing fees are not included in this contract and shall be paid directly to the appropriate governmental agency by the client.

If you find this request acceptable, please issue contract amendment #1 with the current dollar amount to the Final Engineering Services contract dated June 23, 2020. We appreciate this opportunity to serve your firm and look forward to hearing from you. If you have any questions regarding this proposal, don't hesitate to contact me at 951-830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE / TE
Senior Vice President

ALBERT A. WEBB ASSOCIATES

Exhibit B

Additional Engineering and Environmental Services for the Sun Lakes Blvd. Extension Project (C00660)

Item	Description	Stephanie Standerfer	Cheryl DeGano	Autumn DeWoody	Marshall Paymard	Field Biologist	Virginia Waters	Jacqueline Gamboa	Joseph Caldwell	Eric Hays	Ranjit Singh	Nathan Armendariz	Dilesh Sheth	Nicholas Keller	Joy Schwiebert	Son Le	Deborah Saulina	Danielle Logsdon	Jason Ardery	Michael Johnson	Linda Bouschet	Jon Ros	Andres Lopez	Party Chief/2-Person Survey Crew	Total Hours	Subtotal - Labor	Sub-consultant budget	Total/task
	Classification	Principal II	Principal II	Associate II	Associate II	Assistant II	Assistant II	Assistant II	Principal II	Principal I	Senior III	Assistant V	Principal II	Senior I	Assistant V	Associate II	Assistant III	Senior III	Principal II	Principal II	Associate III	Senior II	Senior I	Party Chief/2-Person				
	Billout Rate	$ 293	$ 293	$ 197	$ 197	$ 135	$ 135	$ 135	$ 293	$ 279	$ 252	$ 173	$ 293	$ 232	$ 173	$ 197	$ 144	$ 252	$ 293	$ 293	$ 208	$ 240	$ 232	$ 302				
Task 1 - Update Final Design Plans, Studies, and Documents									**24**	**62**	**168**	**430**	**30**	**208**	**108**	**48**	**60**	**110**	**8**	**16**	**110**	**14**			**1396**	**$ 295,874**	**$ 6,600**	**$ 302,474**
1.1	Street i\Improvement Plans																									$ -	$ -	$ -
	Update Street i\Improvement Plans												12	200			12	40							**264**	$ 61,724	$ -	$ 61,724
	Redesign ADA Ramps (7)												2		70			12							**84**	$ 15,720	$ -	$ 15,720
1.2	Storm Drain System Design																											
	1.2.1 - Final Drainage Report Update								8		20	50	2		8		4	4							**96**	$ 19,588	$ -	$ 19,588
	1.2.2 - Storm Drain Plan Update								8	40	120	300	2				4	4							**478**	$ 97,814	$ -	$ 97,814
	1.2.3 - Structural Design Details									2	4	80	2				4	4							**96**	$ 17,576	$ -	$ 17,576
	1.2.4 - Assessment of Potential Sediment Transport Impact								8	4	8		2				4	4							**30**	$ 7,646	$ 6,600	$ 14,246
1.3	ROW and Easement Documents (14)													8			8	8	8	16	110	14			**172**	$ 38,296	$ -	$ 38,296
1.4	Signing and Striping Plans														6	40	4								**50**	$ 9,494	$ -	$ 9,494
1.5	Street Light Plans														16		4								**20**	$ 3,344		$ 3,344
1.6	Specifications									8	8		4				8	20							**48**	$ 11,612	$ -	$ 11,612
1.7	Cost Estimate									8	8		4		8	8	8	14							**58**	$ 13,060	$ -	$ 13,060
Task 3 - Revised Environmental Documentation		**56**	**108**	**8**				**68**																	**240**	**$ 58,808**	**$ 17,820**	**$ 76,628**
3.1	Revised Cultural Resources Study		4					4																	**8**	$ 1,712	$ 3,520	$ 5,232
3.2	Revised Biological Resources Studies		4					4																	**8**	$ 1,712	$ 14,300	$ 16,012
3.3	Additional Environmental Coordination	40	60																						**100**	$ 29,300	$ -	$ 29,300
3.4	Revised CEQA Documentation	16	40	8				60																	**124**	$ 26,084	$ -	$ 26,084
Task 4 - Jurisdictional Delineation and Permitting		**28**	**20**	**89**	**74**	**12**	**16**																		**239**	**$ 49,955**	**$ -**	**$ 49,955**
4.1	Revised Survey, Mapping, Impact Calculation, Report Preparation, and Regulatory Permitting (includes optional UAV Remote sensing updates)	28	20	89	74	12	16																		**239**	$ 49,955	$ -	$ 49,955
Task 5 - Utility Coordination and Additional Field Survey for Potholing (T&M)													**6**	**6**	**6**		**16**	**10**		**2**			**4**	**8**	**58**	**$ 12,942**	**$ -**	**$ 12,942**
5.1	Utility Coordination & Meetings (6)												6		6		12	6							**30**	$ 6,036	$ -	$ 6,036
5.2	Additional Survey for Potholing													6			4	4		2			4	8	**28**	$ 6,906		$ 6,906
Task 6 - Project Management, Coordination & Meeting (T&M)													**26**		**12**		**30**	**42**							**110**	**$ 24,598**	**$ -**	**$ 24,598**
6.1	Project Management and Coordination												8					12							**20**	$ 5,368	$ -	$ 5,368
6.2	PDT Meetings (Estimate 12)												12		12		24	24							**72**	$ 15,096	$ -	$ 15,096
6.3	Environmental Meetings (estimate 6)												6				6	6							**18**	$ 4,134	$ -	$ 4,134
Task 7 - Engineering Support Services for Environmental Documentation, Jurisdictional Delineation, and Permitting (T&M)		**8**	**8**						**24**		**16**	**16**	**14**		**28**			**8**							**122**	**$ 29,482**	**$ -**	**$ 29,482**
7.1	Realignment and Pre-Coordination with Agencies	8	8						8		8		6		12										**50**	$ 12,882	$ -	$ 12,882
7.2	Engineering Support Services for Environmental Documentation, Jurisdictional Delineation, and Permitting								16		8	16	8		16			8							**72**	$ 16,600	$ -	$ 16,600
Total		**92**	**136**	**97**	**74**	**12**	**16**	**68**	**48**	**62**	**184**	**446**	**76**	**214**	**154**	**48**	**106**	**170**	**8**	**18**	**110**	**14**	**4**	**8**	**2165**	**$ 471,659**	**$ 24,420**	**$ 496,079**
Optional Task 8 - Additional Work for Kinder Morgan (T&M)																										**$ -**	**$ 20,000**	**$ 20,000**
8.1	Additional Work for Kinder Morgan																									$ -	$ 20,000	$ 20,000

2020-0126

February 28, 2025
Revised April 23, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 4 - Additional Environmental Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to your request on February 6, 2025, and subsequent discussion on April 2, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. WEBB is currently under contract with the City to obtain regulatory permits for the project from the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB).

Said permits have requirements that the City will need to fulfill prior to construction of the project which are outlined below in Task 1. Biological reporting and monitoring that is required during construction are not included herein, but as we have discussed with you, we understand the City will include the permitting-related tasks during construction to be included in the City's forthcoming construction management contract.

Also included in this request is the City's obligation for compensatory mitigation related to impacts to jurisdictional waters which are required to be fulfilled within 18 months of impacts. Task 2 includes WEBB's assistance with the compensatory mitigation obligations.

Scope of Work

Task 1: Biological Services During Construction

The Tasks below are related to the surveying and reporting requirements of the CDFW permit, RWQCB permit, as well as CEQA mitigation measures MM BIO-1 through MM BIO-4.[1] WEBB will subcontract with Osprey Environmental Associates (Osprey) to fulfill these requirements.

Preconstruction Nesting Bird Survey and Report (corresponds to CDFW Measures 2.11.1 and 4.4; CEQA MM BIO-1)

Osprey will conduct preconstruction nesting bird surveys if vegetation clearance occurs outside the recommended window (September 1 – February 1). Surveys will be performed within three (3) days prior to construction initiation to identify active nests within 100 feet of the project site. A survey report by a qualified biologist verifying nest status will be submitted to the City of Banning prior to construction. If active nests are identified, species-specific measures will be implemented to prevent nest abandonment.

Burrowing Owl Pre-Construction Inspection Survey and Report (corresponds to CDFW Measure 2.12.4 and CEQA MM BIO-2)

A single preconstruction burrowing owl survey will be conducted within 3 days of vegetation removal or ground disturbance. The survey will comply with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and 2006 "Burrowing Owl Survey Instructions" and will cover entire the project site and within 150-meters. If burrowing owls are detected during the breeding season (February 1–August 31), a 300-foot buffer will be enforced around active burrows until nesting is complete. Following the survey, a burrowing owl pre-construction survey report will be prepared and submitted to WEBB in PDF format. The survey report will document the methods, results, and conclusion of the survey.

Crotch's Bumble Bee (corresponds to CEQA MM BIO-3)

- **Crotch's Bumble Bee Habitat Mapping and Report (corresponds to CDFW Measure 2.14)**

Osprey will conduct habitat mapping for the Crotch's bumblebee within the project footprint. Mapping will identify habitat alliances following Sawyer et al. (2009). Following field mapping and no less than 120 days prior to the initiation of activities Osprey will complete and submit to CDFW a baseline habitat mapping report. The report will identify species composition for each mapped alliance and will be submitted to CDFW.

- **Crotch's Bumble Bee Draft Survey Plan (corresponds to CDFW Measure 2.15.2)**

A qualified Osprey biologist will prepare and submit to CDFW for review and comment a draft survey plan for Crotch's bumble bee. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's bumble bee be detected within the project area.

[1] There are a total of five mitigation measures for biological resources. MM BIO-5 is "Mitigation for Riparian/Riverine and Jurisdictional Impacts." WEBB's assistance with this is in Task 2, herein.

The survey plan will be submitted no less than 90 days prior to initiation of project activities in suitable habitat.

- **Crotch's Bumble Bee Survey(s) and Report (corresponds to CDFW Measure 2.15.3)**

If habitat mapping identifies the presence of plants (e.g., genera *Antirrhinum, Phacelia, Clarkia, Cordylanthus, Dendromecon, Eschscholzia, Eriogonum, Hypericum, Lantana, Lupinus, Salvia, Asclepias, Cirsium, Monardella, Keckiella, Acmispon, Euthamia, Ehrendorferia, Vicia, and/or Trichostema*) or other suitable habitat (i.e. nesting, foraging, and overwintering habitat), Osprey will conduct focused surveys for the Crotch's bumblebee (CBB) following the approval and submittal of survey plan. Osprey will first conduct a literature review and records search for CBB occurrences within a 10-mile radius, utilizing the CDFW California Natural Diversity Database and iNaturalist. Following the literature review, Osprey will conduct on-site CBB surveys following the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023). These surveys will take place during the Colony Active Period (April-August) and when floral resources are available, ideally at peak bloom. A minimum of three surveys will be conducted, spaced 2-4 weeks apart between April and August. Surveys will be performed during daylight, beginning at least one hour after sunrise and ending at least two hours before sunset, ideally between 9:00 AM and 1:00 PM, with temperatures between 65°F and 90°F and wind speeds under 8 miles per hour. Each survey will cover at least one person-hour of search effort per three acres of suitable habitat.

Following the completion of the surveys, a report will be prepared summarizing the survey methods, findings, and conclusions. The report will also include a list of bee species observed and any accompanying photographs. Survey results will be submitted to CDFW before ground-disturbing activities begin. If an active CBB nest is detected, a no-disturbance buffer zone will be established, and CDFW will be notified.

Biological Worker's Environmental Awareness Program (WEAP) and Invasive Species Education Program (corresponds to CDFW Measures 2.8 and 2.8.1; CEQA MM BIO-4)

Osprey will develop and conduct a mandatory Biological Worker's Environmental Awareness Program (WEAP) training for all construction personnel. This training will cover key topics, including CBB, burrowing owls, rare plant species, and riparian/riverine features. WEAP training will be coordinated with the paleontological WEAP. A recorded training will be prepared and available.

Further, included in the WEAP will be an additional discussion of the invasive species currently present within the project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion will include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The invasive species education program will also include a discussion of Best Management Practices (BMPs) to be implemented at the Project site to avoid the introduction and spread of invasive species into and out of the Project site.

WEBB Management of Biological Services

WEBB has budgeted 40 hours to manage and coordinate with Osprey related to Task 1 including reviewing documents, and meeting with the City.

UAV (Drone) Survey(s) (Optional)

Osprey can provide a drone survey of the project area to generate a high-resolution orthomosaic basemap, offering a temporally and spatially accurate depiction of the project site as is currently prior to construction and post-construction. This updated imagery can serve as a key reference for stakeholders, ensuring precise visualization of project lands, roads, and planned or constructed infrastructure. The orthomosaic will enhance project planning, coordination, and decision-making by delivering highly accurate spatial and visual data. The flight will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC) and a visual observer, ensuring full compliance with FAA regulations. The drone data collection and subsequent GIS analysis will be used to support all of Osprey's reporting deliverables included herein. Deliverables will include a high-resolution orthomosaic base map, digital terrain model depicting project ground elevations, and a digital surface model depicting project surface elevations.

Although a temporally and spatially accurate orthomosaic basemap is informative and helpful, this optional service is not required in order to complete any of the aforementioned tasks.

Task 1 Assumptions

- None of the species identified above will be found on site.
- This scope includes one (1) in-person WEAP training. Any additional training sessions will require a separate scope and fee.
- Materials required for delineating Environmentally Sensitive Areas (ESAs) or establishing nesting buffers are not included in this proposal. The cost of these materials will be billed directly to the client if not provided by the City.
- The preparation of a Burrowing Owl Mitigation Plan is not included. If required, Osprey will provide a separate scope and fee for this task.
- This proposal does not cover small mammal trapping or the preparation of a small mammal trapping survey report. If required, Osprey will provide an additional scope and fee for these efforts.
- Assistance with securing an Incidental Take Permit (ITP) from CDFW is not included. If required, Osprey can provide a separate scope and fee for this task.

Task 2: WEBB Assistance with Offsite Compensatory Mitigation Fulfillment (corresponds to CDFW Measure 3.3; CEQA MM BIO-5)

WEBB has included 50 hours to help the City to set up its compensatory mitigation obligation utilizing an offsite mitigation site owned by the City located southeast of the City's wastewater treatment plant. We anticipate actions under this task will be to advise and support the City related to: finding a third party to hold a conservation easement/deed restriction(s) on the City's property (City to retain

fee title), negotiate and find the City a third party land manager and assist City with said agreement, and finding an entity to provide a non-wasting endowment. We understand the City will take lead on each of these tasks; therefore this budget is for things like attending meetings to provide project background and making connections to facilitate the process.

Budget

Our proposed budget for the services listed herein will be billed on a Time and Materials basis according to our existing contract for a total not to exceed of **$57,080.**

Environmental Services

Task 1 - Biological Services	
Preconstruction Nesting Bird Survey and Report	$ 4,660
Burrowing Owl Pre-Construction Inspection Survey and Report	$ 6,230
Crotch's Bumble Bee Habitat Mapping and Report	$ 6,840
Crotch's Bumble Bee Draft Survey Plan	$ 4,350
Crotch's Bumble Bee Survey(s) and Report	$ 14,380
WEBB Management of Task 1 (40 hours)	$ 7,150
Optional UAV (Drone) Survey	$ 4,370
Task 2 - Management and Coordination for Offsite Mitigation	$ 9,100
TOTAL	**$ 57,080**

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 3	$496,079
Current Authorization	$1,248,026.66
Proposed Change Order	**$57,080**
Total WEBB Authorization with Proposed Change Order	$1,305,106.66

If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

August 8, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 6 - Additional Environmental and Engineering Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to our discussion on July 3, 2025 and August 5, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. The previous contract amendment authorized WEBB to conduct surveys for the Crotch's bumble bee (*Bombus crotchii*, CBB*)* within the Project limits. CBB is a candidate for listing under the California Endangered Species Act and therefore treated as a listed species by the California Department of Fish and Wildlife (CDFW). The surveys were needed to comply with the Project's CEQA mitigation measures and the forthcoming Streambed Alteration Agreement from CDFW. WEBB partnered with Osprey Environmental Associates who maintains the required credentials to survey for CBB.

The bee was found within the Project limits on June 27, 2025. Therefore, this contract amendment reflects the anticipation that the City will need an Incidental Take Permit (ITP) for CBB from CDFW and that the offsite mitigation proposed for mitigating the Project's jurisdictional impacts may also be required to include mitigation for CBB.

In addition, the City has been coordinating with Kinder Morgan on the relocation of their fuel lines within the Sun Lake Boulevard project limits. Last week, Kinder Morgan requested that the slope be moved 50 feet to the north along the eastern project boundary. This proposed change will require revisions to the street improvement plans, including the relocation of the storm drain outlet. In addition, preparation of the slope & drainage and the temporary construction easement documents. The City is requesting a contract amendment to revise the street & storm drain improvement plans and easement document to accommodate Kinder Morgan's request.

Finally, the City is preparing for pre-construction and construction surveys and has requested WEBB to provide archaeological and paleontological support for CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work

Task 1: Incidental Take Permit (ITP) Application

Osprey will prepare a complete ITP application that addresses potential impacts to CBB. The ITP application will include the following components:

1. Project Description

A detailed description of the proposed project, including scope, purpose, construction activities, and schedule, emphasizing elements relevant to biological resources and potential impacts to CBB.

2. Project Location

A clear and accurate description of the project location, including jurisdiction, parcel boundaries, and regional context. GIS-based mapping will support this section, showing the spatial relationship of project elements to known CBB habitat.

3. Take Analysis

Assess the likelihood, nature, and extent of incidental take resulting from proposed project activities. This will include direct (e.g., crushing during grading) and indirect (e.g., habitat degradation) take mechanisms and their anticipated frequency and scale.

4. Impact Analysis

Evaluate the biological significance of the anticipated take, with an emphasis on how project-related impacts may affect local CBB populations. This will include discussion of habitat quality, floral resource availability, and the role of the site in the species' life cycle.

5. Jeopardy Analysis

Assess whether issuance of the ITP would jeopardize the continued existence of CBB. This analysis will include:

- A review of known population trends and range contractions
- Evaluation of existing threats to CBB (e.g., pesticides, habitat loss)
- Consideration of cumulative impacts from related or nearby projects (*if data is available)
- An assessment of how project mitigation and minimization measures offset potential risk to the species' long-term survival and reproductive success

6. Minimization and Mitigation Measures

Propose feasible and enforceable measures to avoid, minimize, and fully mitigate impacts. These may include:

- Seasonal work windows
- Designated biologist oversight
- Daily biological sweeps
- No-disturbance buffers around observed individuals or nests
- Restoration or enhancement of temporarily disturbed habitat
- Permanent preservation of habitat at a 1:1 or greater ratio

7. Monitoring and Reporting Plan

Develop a monitoring plan to document implementation and effectiveness of all minimization and mitigation measures. This may include photo documentation, habitat success criteria, and adaptive management triggers.

8. Funding and Implementation

Describe the funding sources and financial assurances that are available to fully implement the ITP requirements, including habitat restoration, long-term management, and any required endowment contributions.

Osprey will be available to coordinate directly with CDFW staff throughout the application process to facilitate review and respond to any requests for additional information. We will prepare and submit the

ITP package in a format consistent with CDFW's current guidelines and expectations. This scope assumes up to two meetings will be required to discuss the findings and ITP application.

Task 2: CBB Habitat Assessment of Offsite Mitigation Site (APNs 532-180-049 and -017)

The City owns two parcels that have been identified in the Project's regulatory permit applications to serve as offsite mitigation for jurisdictional impacts. The riparian/riverine portions of these parcels have already been surveyed by Osprey for suitability as mitigation for jurisdictional impacts; however, the survey did not assess whether it also contained suitable habitat for mitigation for CBB. Therefore, Osprey will conduct a biological assessment of the parcels to evaluate their suitability to support CBB habitat. This task will include both a comprehensive desktop review and a reconnaissance-level field assessment.

The desktop review will include a thorough analysis of relevant environmental databases and datasets, including but not limited to the California Natural Diversity Database (CNDDB) and applicable citizen science databases such as iNaturalist and the Xerces Society's California Bumble Bee Atlas. This review will assess the historical and recent documentation of CBB in the vicinity of the proposed mitigation parcels.

Following the literature review, Osprey biologists will conduct a field-based reconnaissance survey by foot to assess site conditions and determine habitat suitability for CBB. The survey will evaluate the presence and quality of key habitat features such as floral diversity and abundance, availability of nesting substrates (e.g., rodent burrows, thatch layers), and potential overwintering habitat. All blooming species observed will be recorded and mapped using GPS and/or GIS, and vegetation communities will be broadly classified to inform mitigation potential.

Upon completion of these efforts, Osprey will prepare a summary letter report detailing the findings of both the desktop and field assessments. The report will include a habitat suitability evaluation, mapped habitat features, and a discussion of the site's potential to serve as suitable mitigation for CBB under the California Endangered Species Act. This information will serve as baseline data to inform future coordination with the California Department of Fish and Wildlife and support Incidental Take Permit planning and review processes.

Task 3: Task 3. UAV (Drone) Survey(s) (Optional)

As an optional task, Osprey can perform a drone-based aerial survey of the two mitigation parcels identified in Task 2 to generate a high-resolution orthomosaic basemap. This product will provide a current, spatially accurate representation of site conditions, aiding in the visualization of habitat features and supporting documentation for mitigation planning.

The UAV survey will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC), accompanied by a qualified visual observer, in full compliance with FAA Part 107 regulations. Collected imagery will be processed into georeferenced orthomosaics suitable for GIS integration. The resulting basemap will enhance coordination with regulatory agencies, support comparative analyses over time, and provide a detailed visual record for future project documentation.

Drone survey data can be integrated into all deliverables prepared under Task 1 and Task 2 and will serve as a valuable resource for informing future monitoring, restoration planning, or adaptive management efforts on the mitigation parcels.

Task 4: WEBB Meetings and Coordination

WEBB has included 28 hours for meetings and coordination associated with Tasks 1-3 and Task 6. This includes reviewing documents, attending meetings, and coordinating with the City, and Morongo Band of Missions Indians for the tribal monitoring services agreement.

Task 5: Revise Street & Storm Drain Improvement Plans and Prepare Easement Documents

As part of the contract amendment, we will revise the street and storm drain improvement plans for the Sun Lake Boulevard project to incorporate design changes requested by Kinder Morgan. They have asked for the top of the slope to be moved 50 feet to the north along the eastern project boundary to accommodate the relocation of their existing fuel lines. In response, we will coordinate with the City to confirm the revised alignment and any right-of-way impacts. We will update the street improvement plans to reflect the new slope location and associated grading modifications. Additionally, we will revise the storm drain system design, including the relocation of the existing storm drain outlet and any affected infrastructure. We will prepare the slope & drainage and temporary construction easement (TCE) legal and plats. Our scope includes updating the relevant plan sheets, profiles, and details; providing revised quantities and construction cost estimates; and submitting the updated plans and easement documents for City review. We will also incorporate one round of review comments as part of this task.

Task 6: Archaeological and Paleontological Mitigation Measures

WEBB will partner with CRM Tech to provide the City with the qualified archaeologists and paleontologists in order to fulfill CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work: Preparation of the Paleontological Resource Impact Mitigation Program Document

CEQA mitigation measure **MM GEO-2** states that prior to the commencement of ground-disturbing activities, the Project Paleontologist (retained under **MM GEO-1**) shall prepare and implement a Paleontological Resource Impact Mitigation Program (PRIMP) for the Project. The PRIMP will describe the monitoring required during excavations that extend into locations of areas deemed to have a high paleontological resource potential, which include older Holocene-age and Pleistocene-age alluvial deposits. To meet the requirement to develop this document for this project, CRM TECH will review pertinent geological and paleontological documents available for the project area and vicinity and review the geotechnical study completed for the project as well as the site plan and grading plans. This information will be synthesized into a site-specific Program document that will outline the procedures for paleontological monitoring and for the proper treatment of all paleontological resources that may be encountered while monitoring the earth-disturbing activities associated with the project, as per the conditions for this project.

Scope of Work: Preparing and Presenting the Paleontological Worker's Environmental Awareness Program

CEQA mitigation measure **MM GEO-1** states that in order to educate the construction contractor and each of the construction crews about the types of paleontological resources that may be encountered along the Sun Lakes Boulevard Extension Project, prior to the start of the construction, the City of Banning shall retain a professional paleontologist (the "Project Paleontologist") to prepare a Paleontological Worker Environmental Awareness Program (WEAP). The Paleontological WEAP shall be taped and presented to any construction crew members not present at the preconstruction meeting during which it was initially presented prior to such crew members working on the Sun Lakes Boulevard Extension Project. To prepare for and present the training program, CRM TECH will review the available paleontological information for the study area and vicinity; collect information about the types fossils that might be present in the project area; gather examples of fossils (or photographs of fossils), maps, contact information, and other data for use during the training session; review and compile information regarding the monitoring activities including safety measures and the procedures to be followed during ground disturbance in sensitive areas and protocols that apply in the event that resources are discovered. This information will be assembled so that it can be presented in an easily understood, comprehensive Worker Environmental Awareness Program regarding paleontological resources.

Budget

Our proposed budget for the services listed herein will be billed on a not-to-exceed time and materials (T&M) basis according to our existing contract for a total not to exceed of **$59,600.**

	Environmental & Engineering Services	Fee
Task 1.	(Osprey) Preparation of CDFW ITP Application for the Crotch's Bumble Bee	$ 15,530
Task 2.	(Osprey) Biological Assessment for Potential Crotch's Bumblebee Mitigation Site(s) APNs: 532-180-049 & 532-180-017	$ 5,750
Task 3.	(Osprey) UAV (Drone) Survey (Optional)	$ 1,960
Task 4.	(WEBB) meetings and coordination, and tribal monitoring services agreement with Morongo Band of Mission Indians	$ 5,690
Task 5.	(WEBB) Revise Street & Storm Drain Improvement Plans and Prepare Easement Documents	$ 25,540
Task 6.	(CRM Tech) Prepare PRIMP; Prepare and Present Paleontological WEAP	$ 5,130
	TOTAL	**$ 59,600**

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 4	$496,079
Change Order No. 5	$57,080
Current Authorization	$1,305,106.66
Proposed Change Order	**$59,600**
Proposed Authorization	**$1,364,706.66**

If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

ALBERT A. WEBB ASSOCIATES

January 15, 2026

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220
Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 7- Proposal for Construction Engineering Support Services
Project: Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Albert A. WEBB Associates (WEBB) respectfully submits this proposal to provide Construction Engineering Support Services for the Sun Lakes Boulevard Extension Project. These services are designed to support the City of Banning during the construction phase of the Project and are consistent with the approved plans, technical specifications, City of Banning standards, and the Standard Specifications for Public Works Construction (Green Book).

WEBB has been contracted by the City of Banning to provide engineering services for the Sun Lakes Boulevard Extension Project. As the Project transitions into construction, additional engineering support is required to assist the City with material submittal reviews, responses to Requests for Information (RFIs), verification of grading quantities, preparation of record drawings, and participation in construction progress meetings.

The following proposal outlines WEBB's understanding of the Project, the Exhibit "A" scope of services to be provided, and the Exhibit "B" proposed compensation for the scope of services.

If you find this proposal acceptable, please issue a contract amendment or task authorization to proceed. We appreciate the opportunity to continue supporting the City of Banning on the Sun Lakes Boulevard Extension Project. If you have any questions, please do not hesitate to contact me at 951-830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES

Dilesh Sheth

Dilesh Sheth, PE, TE
Senior Vice President

PROJECT UNDERSTANDING

The Sun Lakes Boulevard Extension Project includes roadway, drainage, utility, signing, and striping, as well as related infrastructure improvements, between Highland Home Road and Sunset Avenue. During construction, the City requires ongoing engineering support to ensure the Project is constructed in general conformance with the approved plans, specifications, and City standards, while addressing field conditions, coordination issues, and Contractor inquiries.

The City will provide the construction management and inspection services, while WEBB will provide construction engineering support services.

EXHIBIT "A" SCOPE OF SERVICES

Task 1 – Construction Engineering Administration and Coordination

WEBB will provide construction engineering support throughout the duration of construction, including:

- Coordination with the City Construction Manager, Resident Engineer/Inspector, and Contractor
- Interpretation of approved plans, specifications, and contract documents
- Engineering support related to constructability and field conditions
- Identification of potential impacts to design intent, scope, or schedule for City consideration

Task 2 – Material Submittal Review

WEBB will review Contractor material submittals for general conformance with the Contract Documents prior to construction or installation.

Services include:

- Logging and tracking submittals
- Coordinating multi-discipline reviews, as required
- Providing consolidated written comments and disposition
- Reviewing resubmittals until an acceptable status is achieved
- Includes a total of 20 submittal and resubmittal reviews, with an average of 1 hour of Engineer review time and 0.5 hour of Project Coordinator time per review.

Required Material Submittals (as applicable):

- Traffic Control Plans
- SWPPP / WPCP (QSD/QSP certifications)
- Earthwork and import/borrow material data
- Aggregate base and asphalt mix designs
- Portland cement concrete mix designs
- ADA detectable warning surfaces
- Storm drain pipe, structures, and appurtenances
- Signing, striping, and traffic control devices

- Erosion control and BMP products
- Final material certifications and warranties

Task 3 – Requests for Information (RFI) Review and Response

WEBB shall provide comprehensive engineering support for the review, evaluation, coordination, and response to Contractor RFIs.

Services include:
- Logging and tracking RFIs
- Reviewing RFIs for completeness and clarity
- Coordinating internally across disciplines
- Coordinating with City staff when RFIs may affect scope, cost, or schedule
- Preparing written responses consistent with City standards

RFIs shall be categorized by complexity to define the level of engineering effort required:

A. Simple RFIs (10)

Typically include:
- Clarification of notes, dimensions, quantities, or plan references
- Interpretation of standard details or specifications
- Field questions that can be resolved without design modification

Services include:

- Review and written response
- Minor plan markup or reference to contract documents. Includes a total of 10 RFIs, with an average of 2 hours of the Engineer's time and 1 hour of the Project Coordinator and Project Manager's time per RFI.

B. Medium-Complexity RFIs (5)

Typically include:
- Coordination between multiple disciplines
- Minor design refinements or field-driven adjustments
- Utility or drainage clarifications requiring limited analysis
- Supplemental sketches or exhibits

Services include:
- Internal coordination and technical evaluation
- Preparation of clarification sketches or exhibits
- Written response with supporting documentation
- Medium plan markup or reference to contract documents. Includes a total of 5 RFIs, with an average of 4 hours of the Engineer's time and 1 hour of the Project Coordinator's time per RFI.

C. Complex RFIs (5)

Typically include:

- Differing site conditions
- Conflicts with existing utilities
- Discrepancies between plans and field conditions
- Utility conflicts requiring evaluation of alternatives
- Drainage, grading, or roadway geometry impacts
- RFIs with potential cost, schedule, or scope implications
- Issues requiring coordination with outside agencies or third parties

Services include:

- Engineering analysis and evaluation of alternatives
- Coordination meetings with the City and project stakeholders
- Preparation of detailed response narratives and supporting exhibits
- Plan markup or reference to contract documents. Includes a total of 5 RFIs, with an average of 8 hours of the Engineer's time and 1 hour of the Project Coordinator's time per RFI.

Identification of potential impacts for City consideration

Task 4 – Construction Progress Meetings

WEBB will attend construction progress meetings (a total of 24) as requested by the City, 8 in-person meetings and 16 virtual meetings.

Task 5 – Grading Quantity Verification

WEBB shall perform grading quantity calculations for earthwork pay quantities based on survey data provided by the Contractor.

Services include:

- Review of Contractor-provided pre- and post-construction survey surfaces
- Independent calculation of excavation, fill, and import/export quantities
- Coordination with City staff and the Inspector to resolve discrepancies

All field surveying shall be performed by the Contractor. WEBB's role is limited to office-based quantity verification.

Task 6 – Record Drawings (As-Built Plans)

WEBB shall prepare Record Drawings for City acceptance.

Services include:

- Incorporating approved RFIs, field directives, and clarifications
- Reviewing Contractor redline drawings

- Updating plan sheets to reflect final constructed conditions

Record Drawings shall be based on information provided by the Contractor and City. WEBB shall not be responsible for independent field verification.

EXHIBIT "B" COMPENSATION FOR SCOPE OF SERVICES

WEBB proposes to provide the Construction Engineering Support Services on a **time-and-materials basis**, billed monthly in accordance with the attached Schedule of Fees.

The total fee for services described in Exhibit "A" shall **not exceed $78,624** without prior written authorization from the City.

Item	Description	Dilesh R. Sheth, Principal II	Eric Hays, Principal II	Myung G. Choo, Principal II	Ranjit Singh, Principal I	Son H. Le, Senior I	Deborah A. Saulina, Assistant V	Total Hours	Total/task[1]
	Billout Rate	$ 312	$ 312	$ 312	$ 298	$ 258	$ 196		
Task 1 - Construction Engineering Administration & Coordination		**8**	**4**		**8**		**4**	**24**	**$ 6,912**
1.1	Construction Engineering Administration & Coordination	8	4		8		4	**24**	**$ 6,912**
Task 2 - Material Submittal Review				**8**	**10**	**2**	**10**	**30**	**$ 7,952**
2.1	Material Submittal Review			8	10	2	10	**30**	**$ 7,952**
Task 3 - Request for Information (RFI) Review and Response		**15**		**34**	**46**		**15**	**110**	**$ 31,936**
3.1	Simple RFIs (10)	5		10	10		5	**30**	**$ 8,640**
3.2	Medium - Complexity RFI (5)	5		8	12		5	**30**	**$ 8,612**
3.3	Complex RFIs (5)	5		16	24		5	**50**	**$ 14,684**
Task 4 - Construction Progress Meetings		**32**			**12**			**44**	**$ 13,560**
4.1	Virtual Construction Progress Meetings (24)	32			12			**44**	**$ 13,560**
Task 5 - Grading Quantity Verification		**6**		**24**			**2**	**32**	**$ 9,752**
5.1	Grading Quantity Verification	6		24			2	**32**	**$ 9,752**
Task 6 - Record Drawings (As-Built Plans)		**2**		**8**	**12**	**4**	**4**	**30**	**$ 8,512**
6.1	Prepare As-Built Drawings	2		8	12	4	4	**30**	**$ 8,512**
Total		**63**	**4**	**74**	**88**	**6**	**35**	**270**	**$ 78,624**

2020-0126

May 13, 2026

Patrick Safari, CIP Manager
City of Banning Public Works Department
99 E. Ramsey Street
Banning, CA 92220

Sent via email to psafari@banningca.gov

RE: Contract Amendment No. 8 for Offsite Compensatory Mitigation Support for the Sun Lakes Blvd. Extension Project

Dear Patrick,

Pursuant to our discussion on April 23, 2026, Albert A. WEBB Associates (WEBB) submits this contract amendment to provide ongoing support to the City to accomplish its offsite compensatory mitigation obligation for its Sun Lakes Blvd. Extension Project (Project). WEBB assisted the City with obtaining its regulatory permits for the Project from the California Department of Fish and Wildlife (CDFW) and the Colorado Regional Water Quality Control Board for Project impacts to jurisdictional waters. WEBB also assisted the City with obtaining its Incidental Take Permit (ITP) for the Project from CDFW for *Bombus crotchii* (Crotch's bumble bee). Both the regulatory permits and ITP obligate the City to provide compensatory mitigation in the form of permittee-responsible mitigation, which has been identified at City-owned parcels along Smith Creek, located downstream of the Project.

To this end, WEBB has facilitated a partnership between the City and the Inland Empire Resource Conservation District (IERCD) and the Rivers and Lands Conservancy (RLC) to fulfill the various requirements of the mitigation from the regulatory permits and ITP. WEBB has expended its existing authorizations from the City on this Project, which were designed to support the City until the start of construction. Now that construction of the Project has commenced, the City needs to complete the permittee-responsible mitigation process and considering WEBB's institutional knowledge base on the Project and the permit requirements, has requested we continue tracking the various permit requirements as described in the following Scope of Work.

SCOPE OF WORK

Task 1. Management and Coordination Support for Mitigation Associated with Regulatory Permits and Incidental Take Permit

Based on the regulatory permits and ITP, the process to complete all of the required mitigation obligations may take up to one year to complete. Therefore, for this Task, we have budgeted for 100 hours of support, or, roughly 8 hours per month for 12 months. Our work under this Task will consist of tracking progress by RLC and IERCD and overall progress on fulfilling the permit requirements;

communications primarily with CDFW and some with the RWQCB; and reviewing on behalf of the City draft documents prepared by IERCD and RLC.

Compensation

The estimated cost for the scope of work for CA No. 8 to be billed on a not-to-exceed Time and Materials (T&M) basis is **$23,550**.

Task	Description	Stephanie Standerfer, Principal II	Autumn DeWoody, Senior I	Cameron Blomquist, Assistant II	Total Hours	Cost
Task 1	CA-8 Mitigation Support	**$312/hour**	**$258/hour**	**$147/hour**	**-**	**-**
		20	50	30	100	**-**
		$6,240	$12,900	$4,410	-	**$23,550**

WEBB's current and proposed authorizations with this amendment are summarized below:

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 4	$496,079
Change Order No. 5	$57,080
Change Order No. 6	$59,600
Change Order No. 7	$78,624
Total	$1,443,330.66
Proposed Change Order no. 8	**$23,550**
Total Proposed Authorization	**$1,466,880.66**

If you find this contract amendment acceptable, please provide a purchase order and notice to proceed to our office. We appreciate this opportunity to be of continued service to the City and look forward to hearing from you. If you have any questions regarding this amendment, please call us at the number below.

Sincerely,
ALBERT A. WEBB ASSOCIATES



Autumn DeWoody
Senior Environmental Analyst
(951) 320-6046
autumn.dewoody@webbassociates.com

Copy: Dilesh Sheth, Senior Vice President
Stephanie Standerfer, Vice President

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Elizabeth Gibbs, City Manager**

PREPARED BY: **Holly Stuart, Public Works Program Manager**
Arturo Vela, Director of Public Works

MEETING DATE: **June 9, 2026**

SUBJECT: **Consideration of Resolution 2026-80, Approving Amendment No. 5 to the Custodial Services Agreement with Executive Facilities Services, Inc. (EFS) in the amount of $246,725 for Fiscal Year 2026-2027 Custodial Services at City Facilities**

STAFF RECOMMENDATION:

Adopt Resolution 2026-80

BACKGROUND:

On May 23, 2023, Resolution 2023-92 was approved, awarding a Custodial Services Agreement to EFS in the amount of $184,752.42 with the option to renew four (4) additional single-year periods. Upon the annual review of services, staff recommended a one-year contract extension.

On June 11, 2024, Amendment No. 1 to the agreement was approved, extending the term for a one-year period and adding janitorial supplies (e.g., toilet paper, hand soap, paper towels, etc.) in the amount of $221,492.44 for Fiscal Year (FY) 2024-2025, beginning July 1, 2024, through June 30, 2025.

On May 27, 2025, Amendment No. 2 to the agreement was approved, extending the term by an additional year for $224,511.56, beginning July 1, 2025, through June 30, 2026, increasing the total contract to $630,756.42. During this period, Amendments No. 3 & 4 were administratively processed, increasing the agreement to $644,085.42. Amendment No. 3 added services for 3 days/week restroom cleaning services at the Senior and Community Center, and Amendment No. 4 added monthly PD West cleaning services.

At this time, staff has evaluated and confirmed that the contractor continues to provide satisfactory services; therefore, staff recommends a term extension for FY 2026-2027 beginning July 1, 2026, through June 30, 2027. Overall, based on the change in the Riverside-San Bernardino-Ontario Consumer Price Index for the March 2025 to March 2026 period, the increase in annual compensation is within the CPI change and amounts to approximately 3.10%. If approved, Amendment No. 5 will increase the compensation under the agreement by $246,724.64, which includes services and supplies. The total agreement will amount to approximately $890,810.06, with the remaining option to renew for one (1) additional year.

Fiscal Year	Document Description	Action	Annual Compensation	Cumulative Contract Value

FY 2023-2024	Original Agreement	Original Agreement	$184,752.42	
FY 2024-2025	Amendment 1	Annual Renewal w/ addition of supplies	$221,492.44	$406,244.86
FY 2025-2026	Amendment 2	Annual Renewal	$224,511.56	$630,756.42
FY 2025-2026	Amendment 3	Community Services Restrooms	$12,454.00	$643,210.42
FY 2025-2026	Amendment 4	PD West	$875	$644,085.42
FY 2026-2027	Proposed Amendment 5	Annual Renewal (excluding PD West)	$246,724.64	$890,810.06

The scope of work for renewal services includes five (5) days per week, facility maintenance of the Civic Center, City Yard, and Banning Police Department. The Banning Water Shop, Community/Senior Center Restrooms, and park restrooms require services three (3) days per week, with the Community/Senior Centers being restricted to quarterly floor and window cleanings. Additional compensation for Fiscal Year 2026-2027 services amounts to $217,826.44, including $2,500 for services as needed.

In addition to custodial services and cleaning supplies, the agreement provides consumable janitorial supplies (e.g., toilet paper, hand soap, paper towels, etc.). It also includes all labor for inventory maintenance, ordering, delivery, and stocking of supplies for all City facilities serviced under the agreement. Additional compensation for this portion of the Agreement totals $28,898.20, including $2,500 for services and or supplies as needed.

Regarding janitorial supplies, it is also important to note that products provided under this approval will meet the State recycled-content paper requirements outlined by Senate Bill 1383 (CARecycling.ca.gov) and summarized below. Beginning January 1, 2022, SB 1383 requires jurisdictions to purchase recycled-content paper products that are recycled:

- Toilet paper shall consist of at least 45 percent, by fiber weight, post-consumer recycled content fiber
- Paper towels shall consist of at least 40 percent, by fiber weight, post-consumer recycled content fiber
- Toilet seat covers shall consist of at least 20 percent, by fiber weight, post-consumer recycled content fiber

This extension supports the City's strategic goals by maintaining clean, safe, and well-kept public facilities that enable efficient internal operations and reliable service delivery for the community.

JUSTIFICATION:

Custodial services are needed to provide regular scheduled custodial services to effectively, efficiently, and safely maintain a high level of cleanliness for City facilities. Upon evaluating the existing services provided by EFS, staff recommends renewing the contract and processing Amendment No. 5 for FY 2026-2027. If approved, one (1) additional extension year remains for contract renewal.

FISCAL IMPACT:

Amendment No. 5 will be funded by the operational budget of the Building and Maintenance Division, Account 704-3200-412.33-18 (Custodian Services).

ATTACHMENTS:

1. City Of Baning 2027 Rates with CPI Increase.xlsx
2. Orig_C00845_EFS.pdf
3. Amend No 1 EFS.pdf
4. Amend No 2 EFS.pdf
5. Amend No 3 EFS.pdf
6. Amend No 4 EFS.pdf
7. Amendment No 5 C00845 - FINAL DRAFT.pdf
8. Reso_2026-80 JT edits.docx

Building	
City Hall	
City Yard	
Police Dep.	
Fleet Management	
Water Shop	
Community & Senior Center	
Community & Senior Center Restroom Service	
Lions Park	
Repplier Park	
Roosevelt Park	
Sylvan Park	

Building	
City Hall	
City Yard	
Police Dep.	
Fleet Management	
Water Shop	
Community & Senior Center	
Lions Park	
Repplier Park	
Roosevelt Park	
Sylvan Park	

Janitorial Services

Current Monthly Rate	CPI	Increase Amount	
$ 4,151.21	3.10%	$ 128.69	
$ 2,905.87	3.10%	$ 90.08	
$ 5,396.08	3.10%	$ 167.28	
$ 415.51	3.10%	$ 12.88	
$ 746.71	3.10%	$ 23.15	
$ 549.46	3.10%	$ 17.03	
$ 1,245.40	3.10%	$ 38.61	
$ 498.52	3.10%	$ 15.45	
$ 498.52	3.10%	$ 15.45	
$ 498.52	3.10%	$ 15.45	
$ 498.52	3.10%	$ 15.45	

Total Current Rates	Total Increase Amount / Month
$ 17,404.33	**$ 539.53**

Supplies

Current Monthly Rate	CPI	Increase Amount	
$ 548.21	3.10%	$ 16.99	
$ 383.73	3.10%	$ 11.90	
$ 712.61	3.10%	$ 22.09	
$ 54.82	3.10%	$ 1.70	
$ 98.62	3.10%	$ 3.06	
$ 72.57	3.10%	$ 2.25	
$ 65.78	3.10%	$ 2.04	
$ 65.78	3.10%	$ 2.04	
$ 65.78	3.10%	$ 2.04	
$ 65.78	3.10%	$ 2.04	

Total Current Rates	Total Increase Amount / Month
$ 2,133.70	**$ 66.14**

New Rate
$ 4,279.90
$ 2,995.96
$ 5,563.36
$ 428.39
$ 769.85
$ 566.49
$ 1,284.01
$ 513.98
$ 513.98
$ 513.98
$ 513.98

FY 2027 Rates
$ 17,943.87

New Rate
$ 565.20
$ 395.62
$ 734.71
$ 56.52
$ 101.68
$ 74.82
$ 67.82
$ 67.82
$ 67.82
$ 67.82

FY 2027 Rates
$ 2,199.85

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

AGREEMENT FOR CONTRACT SERVICES (C00845)

FOR CUSTODIAL SERVICES

By and Between

THE CITY OF BANNING,
A MUNICIPAL CORPORATION

and

EXECUTIVE FACILITIES SERVICES, INC.,

a California corporation

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

AGREEMENT FOR CONTRACT SERVICES (C00845) FOR THE CITY-WIDE CUSTODIAL SERVICES BY AND BETWEEN CITY OF BANNING AND EXECUTIVE FACILITIES SERVICES, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this day: 6/7/2023, by and between the **CITY OF BANNING**, **a municipal corporation** ("City") and **EXECUTIVE FACILITIES SERVICES, INC., a California corporation** ("Contractor"). City and Contractor 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 No. 23-023), the performance of routine custodial services for City facilities, as defined and described particularly in Article 1 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those Services specified in the "Scope of Services" attached hereto as Exhibit "A" and "A-1" and incorporated herein by this reference, which Services may be referred to herein as the "Services" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Contractor covenants that it shall follow the highest professional standards in performing the Services required hereunder. 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.

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

1.2 Order of Precedence.

The Scope of Services shall include the City's Request for Proposals ("RFP") and the Contractor's Response to the City's RFP ("Response"), which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of this Agreement and the RFP or Response, the terms of this Agreement shall govern, including but not limited to any insurance and indemnification language. In the event of any inconsistency between the terms of the City's RFP and the Contractor's Response, the City's RFP shall govern. Sections XXII (Withheld Contract Funds), XXVII (Payroll), XXIX (Labor Standards Provision), XXX (Labor Discrimination) and XXXII (Anti-Trust Claims) of the RFP are hereby deleted from the Scope of Services.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 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 make changes by altering, adding to or deducting from said Services. No such extra Services may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to $2,000.00; or in the time to perform of up to one hundred eighty

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

(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 Contractor that the provisions of this Section shall not apply to Services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "A" and "A-1", and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Eighty-Four Thousand Seven Hundred Fifty-Two Dollars and Forty-Two Cents ($184,752.42) (the "Contract Sum").

2.2 Method of Compensation.

On or about the first of each month the Contractor shall submit an invoice and all reports required by this Agreement for Services performed in the prior month.

(a) This invoice shall be in accordance with the Contract Sum and shall become the basis for payment.

(b) This invoice shall be subject to review and approval by the Public Works Director or designee.

(c) All submitted invoices, approved by the Public Works Director or designee, shall require four (4) weeks for processing by the City of Banning, Finance Department.

(d) Any charges in the invoice not approved by the Public Works Director or designee shall not be paid by the City.

(e) Compensation may be adjusted annually, on July 1st of each year commencing on July 1, 2021, during the term of the Agreement to reflect annual changes in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index Riverside-San Bernardino-Ontario Area, or any successor index, as set forth over the previous available twelve (12) months prior to the date of adjustment.

(f) All Services are subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

ARTICLE 3. TERM

3.1 Term.

The Term of this Agreement shall be from the Effective Date through June 30, 2024, unless sooner terminated as provided in Article 6 of this Agreement. The Parties, by mutual written agreement, may extend the Term of this Agreement for up to four (4) succeeding terms of one (1)

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

year each. 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 Contractor.

The following principal of Contractor ("Principal") is hereby designated as being the Principal and representative of Contractor authorized to act on its behalf with respect to the Services specified herein and make all decisions in connection therewith.

Art Ojeda, Director of Operations

4.2 Representative Name, Title.

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

4.3 Status of Contractor.

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

4.4 Contract Officer.

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

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

4.5 Independent Contractor.

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

4.6 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION

5.1 Insurance Coverages.

Throughout the life of this Agreement, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) that meet the standards specified in Section 5.5. The language of this Article 5 supersedes any indemnity and insurance language in Exhibits A or A-1. 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

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

$2,000,000 aggregate for products and completed operations

$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.

In the event Contractor 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 Contractor 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.

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor 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) Contractor 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, Contractor 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, Contractor 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.

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

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 Contractor's insurance shall be primary and no contribution shall be required of City. 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 Contractor 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 Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Contractor 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, Contractor 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 Contractor 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 Contractor of its responsibilities under this Agreement.

Upon request of City, Contractor 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 Contractor shall not be deemed to release or diminish the liability of Contractor, 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 Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, employees, agents, persons under the supervision of Contractor, vendors, suppliers, invitees, subcontractors, or anyone employed directly or indirectly by any of them.

If Contractor should subcontract all or any portion of the Services to be performed under this Agreement, Contractor 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 Contractor and City prior to the commencement of any work by the subcontractor.

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

5.3 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor 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"), 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 Contractor, its officers, agents, servants, employees, subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that 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. Contractor 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. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

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

3) Contractor 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 Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor 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 Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor 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. Contractor'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. Contractor expressly waives

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

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 Contractor 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.

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

5.4 Sufficiency of Insurer

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than three (3) years duration, or in the event the Risk Manager determines that the work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Books and Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Books and 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 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 Books and Records. Such Books and Records shall be maintained for a period of 3 years following completion of the Services hereunder, and the City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the Books and Records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the Services performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in Exhibit A, Section XX . The City may withhold from any monies payable on account of Services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this 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 Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this 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 Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Section 2.2 or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the Work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

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 Time is of the Essence. Time is of the essence in every provision of this Agreement in which time for performance is a factor.

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

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

CITY OF BANNING

6/7/2023

Douglas Schulze, Date
City Manager

ATTEST:

6/7/2023

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

6/6/2023

Serita Young, Date
City Attorney

CONSULTANT

Jim Ferraro 6/7/2023

NAME: Jim Ferraro Date
TITLE: OWNER

NAME: Date
TITLE:

54-2445448

Tax ID No.

Address:
6865 Weaver St
Riverside, CA.
92504

City Council Approval: 2023-092

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.

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

As specified in RFP No. 23-023.

II. Contractor will perform the services listed in RFP No.23-023 at the following rates:

Citywide Custodial Services

RFP 23-023

Location	Days per week	Cost per square Foot		Square Footage of Building	Totals per Month
Banning City Hall	5	0.1894	per Sq.Ft	20,600	3,902.11
City Yard	5	0.2227	per Sq.Ft	12,267	2,731.37
Banning Police Dept.	5	0.1812	per Sq.Ft	28,000	5,072.38
Fleet Maintenance Office	5	0.6751	per Sq.Ft	578	390.21
Water Shop	3	0.7020	per Sq.Ft	1,000	702.03
Park Restrooms	3	1.8010	per Sq.Ft	1,040	1,873.01
Communmity Center	Quarterly - Floors / Windows	0.0587	per Sq.Ft	8,800	516.58
		Monthly Total:		72,285	15,187.69
		Yearly Total:			182,252.28
		On-Call Services:			2,500.14
		Total Not to Exceed:			184,752.42

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

EXHIBIT "A-1"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

As specified in the RFP 23-023 City-wide Custodial Services and Contractor Proposal attached hereafter:

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

B. Statement of Understanding and Approach

PROJECT SCHEDULE/ IMPLEMENTATION PLAN

for Night Janitorial, Day Janitorial and Additional Services

In order to fully develop our approach to servicing the City of Banning's facilities, EFS, Inc. will develop a Project Schedule/Implementation Plan. We have found this tool to be the most successful for ensuring excellent service for new and existing clients. The Project Schedule/Implementation Plan is adhered to by all members of our team. This Project Schedule/Implementation Plan was developed and has been tested by Jim Ferraro, Company Owner, who is actively involved in all aspects of the business. We view our Project Schedule/Implementation Plan as a "living document" that continues to evolve based upon our clients' site-specific requirements.

All of our Operations Managers, Supervisors, site-specific lead employees, on-site employees, and support staff play a role in our Project Schedule/Implementation Plan. If EFS, Inc. is awarded the contract to provide janitorial services at all of the City of Banning's buildings, a detailed Project Schedule/Implementation Plan for each location will be developed. EFS, Inc.'s Project Schedule/Implementation Plan will strictly adhere to the scope of services that has been provided in the Request for Proposal for janitorial services for all the City of Banning's facilities.

The Project Schedule/Implementation Plan will also include the site-specific needs and/ or requirements that are identified during our initial site visits with a representative from the City of Banning in order to understand all needs. We have learned from experience that this additional information is vital to a successful startup of services and for a seamless start-up for our clients.

It all begins with an initial meeting with the appropriate City of Banning representatives and the EFS, Inc. management team to thoroughly review and discuss all aspects of the scope of services. If EFS, Inc. is awarded the contract, we will work closely with the City of Banning staff to ensure that each location has been thoroughly cleaned and disinfected nightly.

Our Project Schedule/Implementation Plan will enable EFS, Inc. to create a detailed plan for performing the janitorial services that are required as per the Request for Proposal and scope of services that has been provided by the City of Banning.

EFS, Inc. has reviewed the scope of work listed page 30 to 39 in the Request for Proposal in order to make a detailed schedule for each building. Through our 19 years of experience, this process allows us to monitor, schedule, and perform regular additional services effectively and with little interruption to our clients. Performing additional services at each location on a semi-annual schedule will provide the City of Banning with janitorial services that exceed their staff and residents' expectations.

EFS, Inc. has performed similar services for cities like Thousand Oaks, Agoura Hills, Oxnard, and Costa Mesa. Each of our existing clients had detailed and itemized requirements in their scope of work which EFS, Inc. has responded to accordingly. Each of our clients has a city hall, council chambers, and water facility which required additional training and services to maintain and prepare the location for resident visibility.

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

(Continued)

EFS, Inc. has provided a detailed breakdown of the estimated crew size and hours for each location in the work schedule provided following this section. We will utilize this work schedule to coordinate what time our employees will be at each site, and utilize the scope of work to train each employee on what each of the daily, weekly, and monthly services are that need to be completed.

Utilizing time tested and proven quality control processes, EFS, Inc. will continually monitor our employees through day and night supervision to ensure that each service is completed to a standard above the current expectations. We have implemented time tracking through an app based system that gives a clear indication of when our employees are on site, and the duration of the time on site.

EFS, Inc. has perform an in-depth wage analysis for the City of Banning and its surrounding areas, and will be paying its employees servicing its sites at $16.50 per hour, one dollar above the State of California's minimum wage.

EFS, Inc. clearly understands the importance of providing thorough janitorial services for these locations and maintains the same attention to detail day in and day out to ensure that the City of Banning staff and citizens can be confident that the areas they are visiting have been cleaned properly.

Christian Ferraro, Operations Manager, will serve as the main point of contact for the City of Banning and its staff. Christian Ferraro will be supported by Jim Ferraro, our management team members, and our administrative staff throughout the life of the contract. Christian Ferraro possesses excellent communication skills, and he has learned that ongoing communication is one of the keys to success in the service industry.

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

CITY OF BANNING WORK SCHEDULE AND CLIENT LIST

EXECUTIVE FACILITIES SERVICES, INC. WORK SCHEDULE AND STAFFING PLAN

CREW SIZE / SERVICE DAYS	LOCATION	SERVICE HOURS	ESTIMATED LABOR HOURS
CREW 1 – (1-2 EMPLOYEES) 5 DAYS – MONDAY TO FRIDAY	CITY HALL 99 E RAMSEY ST.	AFTER 6:00 PM	4.5 – 5.5 LABOR HOURS
CREW 1 – (1-2 EMPLOYEES) 5 DAYS - MONDAY TO FRIDAY	POLICE DEPARTMENT 125 E. RAMSEY ST	8:00AM – 4:00PM	6 – 7 LABOR HOURS
CREW 2 – (1-2 EMPLOYEES) 5 DAYS - MONDAY TO FRIDAY	CITY YARD 176 E. LINCOLN ST.	AFTER 6:00 PM	1.5 – 2.5 LABOR HOURS
CREW 2 (1-2 EMPLOYEES) 5 DAYS – MONDAY TO FRIDAY	FLEET MAINTENANCE 176 E. LINCOLN ST.	AFTER 6:00 PM	5.5 – 6.5 LABOR HOURS
CREW 3 (1 EMPLOYEE) 3 DAYS – M, W, F	WATER SHOP 3333 BLUFF RD.	AFTER 6:00 PM	1 LABOR HOUR
CREW 3 (1 EMPLOYEE) 3 DAYS – M, W, F	PARK RESTROOMS 955 SOUTH HARGRAVE ST. 201 W. GEORGE ST. 1101 E. GEORGE ST. 789 N. SAN GORGONIO AVE.	AFTER 6:00 PM	4 LABOR HOURS

EXECUTIVE FACILITIES SERVICES, INC. Client List

Client Name	Duration of Contract	Total Square footage	Crew Size	CONTACT
CITY OF THOUSAND OAKS	2020- PRESENT	296,804	12 EMPLOYEES	ELIZABETH PEREZ
CITY OF AGOURA HILLS	2021 - PRESENT	21,098	2 EMPLOYEES	JOHN TRIECHLER
CITY OF COSTA MESA	2021 - PRESENT	170,013	15 EMPLOYEES	DANIEL JOJOLA
CITY OF OXNARD	2021 - PRESENT	110,524	6 EMPLOYEES	LUIS ORTEGA
PENNYMAC	2022 - PRESENT	223,598	19 EMPLOYEES	RUBEN FLORES
SAN BERNARDINO SUPERINTENDENT OF SCHOOLS	2004 - PRESENT	495,937	12 EMPLOYEES	RALPH ALBA
LIBRARY SYSTEMS & SERVICES	2004 - PRESENT	326,208	13 EMPLOYEES	SUE GOODWIN
WESTERN WATER MUNICIPLE WATER DISTRICT	2021 - PRESENT	89,256	6 EMPLOYEES	MONICA PEARSON

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

CITY OF BANNING SCOPE OF WORK

Building Name	Address	Estimated Cleaning Square Footage
1. Banning City Hall (Civic Center)	99 E. Ramsey Street	20,600
2. Banning Police Department	125 E. Ramsey Street	28,000
3. City Yard	176 E. Lincoln Street	5,400
4. Fleet Maintenance Office	176 E. Lincoln Street	620
5. Water Shop	3333 Bluff Road	1,000
6. Community Center / Senior Center	789 N. San Gorgonio Avenue	8,800
7. Lion's Park Restroom	955 South Hargrave Street	200
8. Repplier Park Restroom	201 W. George Street	320
9. Roosevelt Williams Park Restroom	1101 E. George Street	280
10. Sylvan Park Restroom	789 N. San Gorgonio Ave.	240

Total Estimated Cleaning Square Footage:	**65,460**

The City is looking to contract for five (5) days a week custodial services for the City of Banning City Hall (Civic Center), City Yard, and Banning Police Department. as provided in the specifications. The Banning Water Shop will require three (3) days per a week custodial services only. The Community Center/Senior Center custodial services shall include quarterly floor and window cleaning per the specifications. The Park Restrooms require 3 days per week cleaning. All facilities are located in the City of Banning. **A Building Location Map is attached.**

SCOPE OF WORK AND SPECIFICATIONS:

The intent of these specifications is to secure a Contractor which shall provide **COMPLETE CUSTODIAL SERVICES** in a cost effective and professional

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

manner.

a. The Contractor shall supply all licenses, permits and fees necessary to complete work. The Contractor agrees to indemnify, defend and hold harmless the CITY OF BANNING for any and all loss, liability, damages, claims or demands of employees, agents and workers of the Contractor, or of all provisions hereof.
b. The Contractor shall furnish all labor, tools, materials, and equipment to provide custodial services as set forth in the specifications.
c. The City shall provide trash liners and paper products; toilet tissue, seat liners, and paper towels, for the services set forth in the specifications.
d. All work shall be done in a thorough and workmanlike manner to the satisfaction of the Public Works Director or designee and comply with all legal generally accepted practices for custodial services. The premises shall be maintained at the level of service provided for in these specifications at all times.
e. The Contractor shall have the duty to provide complete custodial services of all work sites listed including, but not limited to duties listed in and any others added in the future. When additional services or portions thereof, are accepted by the City and become part of the custodial service contract, the City and Contractor shall negotiate a fair and reasonable cost to compensate the Contractor for the newly assigned work.
f. Employees of the Contractor shall not disturb papers on desks, open drawers of cabinets, use telephones, radios or television sets or tamper with personal or City property. Employees of the Contractor shall report anything out of the ordinary, such as cracked windows. Employees of the Contractor shall call the Banning Police Department immediately when they observe anyone destroying City property either inside or outside the building. Upon leaving, when applicable, the employees of the Contractor shall see that all doors and windows so designated are locked, and lights so designated are turned off.
g. **Coordination and Phasing** – The Contractor shall hereby be made cognizant of the fact that the Council Chambers, meeting rooms, and, at times, conferences rooms and office spaces will be in use by employees and residents before or after normal working hours. All work shall be performed in a phased operation so that these meetings are not disrupted. In no case shall work commence in an area occupied for meeting purposes. The City Hall Information Desk will supply the Contractor with LISTINGS of all scheduled meetings; however, department conferences and impromptu meetings are not scheduled and must be handled as they occur.
h. **Personnel Attire** – All employees shall be required to wear appropriate attire that readily identifies the individual as an employee of the Contractor. Additionally, the individual will wear a picture identification badge that identifies the individual and Contractor. All badges as required by this contract will be approved by the Public Works Director or designee

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

and be provided by the Contractor at the Contractor's expense.

i. SPECIAL CONDITIONS
    i. The Contractor is to provide each of the items with the Bid Package as listed below:
        1. Organizational chart including executives.
        2. The contact of the assigned foreman or supervisor.
        3. Current number of employees of the company.
        4. Brief description of company personnel and training procedures.
    ii. Level of cleaning with frequency charts of each building. Service frequencies must be equal or exceed those specified.
    iii. Inventory of all equipment and adequate cleaning supplies to be kept on the premises.

j. QUALITY CONTROL:
    i. Inspection/Checklist:
        1. The Contractor shall create and provide an "Inspection/Checklist Form" for each facility location as approved by the Public Works Director or designee. The Contractor's personnel will use this form to reflect services performed and any exceptions to the requirements. Additionally, both the Contractor's Supervisor and Public Works Director or designee evaluating the effectiveness and adequacy of services performed, will use this form. This form will be completed daily and be maintained in the Janitor's closet in an appropriate binder. The Contractor will post a copy of the daily, weekly, monthly, quarterly, annual tasks as listed in these specifications in the Janitor's closet. A copy of the inspection/checklist will be forwarded to the Public Works Director or designee on a weekly basis.
        2. Shift Log Sheet: The Contractor shall create a "Shift Log Sheet" for its personnel to sign in and out at each shift. The Shift Log Sheet shall be provided and maintained by the Contractor and located in the Janitor's closet for each facility location.
        3. Service Log Sheet: The Contractor shall create a "Service Log Sheet" which will be maintained and checked daily for customer requests at each facility location. Items requiring completion will be so noted at the end of each shift.

k. The Janitor's closet will be kept in a neat, clean and orderly condition at all times, and securely locked when not in use. The Janitor's closet will be stocked with ample consumable items at all times. The Contractor will complete the "Inspection/Checklist", "Shift Log Sheet" and "Service Log Sheet" daily and file it in an appropriate binder located in Janitor's closet.

l. Requirements Subsequent to Contract Execution – The Contractor is hereby required to conform to the following:
    i. The Contractor shall furnish all labor, cleaning materials and

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

equipment necessary to perform the specified work, with the *exception* of owner consumable items such as *toilet paper, paper towels, hand soap refills for dispenser units, sanitary napkins, toilet seat covers and waste container liners*. The Contractor shall be responsible to secure City supplied items and refill all containers and dispensers. The Contractor may propose as an alternative option the cost of these consumable items. This alternative proposal will include the individual cost of each item being proposed.

ii. The Contractor's equipment shall be new or in the best maintained working order for its intended function. Hepa type filtered vacuum cleaner must be used for all facilities. Equipment, which is faulty or does not perform to the satisfaction of the City, shall be replaced. Contractor equipment and supplies shall be stored only in the areas designated by the City.

m. The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification.

n. The Contractor will maintain photo identification badges for all individuals performing services under the said contract identifying the company's name, individual's name, title of the individual, and a picture image of the individual. Background checks and clearance will be performed by the contractor in a manner approved by the City and maintained in a binder utilized by the Contractor to log in and log out at each location. Badges and background check to be approved by City staff will be provided at the contractor's expense.

III. SPECIFICATIONS - FREQUENCY OF SERVICE:

The following is an itemized list by area of cleaning activities required five (5) times per week for the Civic Center, City Yard, and Police Department facilities, Monday through Friday. The Water Shop and Park Restrooms require cleaning activities (3) times per week to occur on Monday, Wednesday and Thursday of each week unless otherwise agreed upon by the Contractor and City.

a. GENERAL Procedure – ALL AREAS – DAILY

i. Empty all desk and area trash and recycling container bins; materials shall not be comingled.

ii. Replace container liners as required.

iii. Sweep all composition floors with chemically treated dust mops.

iv. Sweep all bar contrite floors with sweeping compound.

v. Spot mop or clean spillage on floors, bare concrete, vinyl-tile, or carpet.

vi. Spot clean interior office window as needed or requested.

vii. Remove all graffiti from walls and furniture. Notify the Director of Public Works or designee of any graffiti that cannot be removed with normal graffiti removal cleaning solutions.

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

viii. Maintain custodial closets and storage areas clean and orderly.
ix. Disinfect all doorknobs / handles throughout City facilities.
x. Secure all exterior doors and turn off all but security night lighting when applicable.

NOTICE: Under no circumstances shall any papers, books, documents or equipment be touched, moved or displaced.
SPECIAL NOTE: Any suspiciously important envelope or other material found in the trash or recycling containers or on the floor shall be left in the area with a note.

b. RESTROOMS – DAILY
   i. Empty all trash containers, replace all liners.
   ii. Wash all consumable product containers.
   iii. Refill all consumable products with City-furnished supplies.
   iv. Sweep floor clear of all debris.
   v. Damp mop and disinfect all resilient and ceramic floors.
   vi. Wet wipe and disinfect toilet partitions with a cleaning and sanitizing solution.
   vii. Empty and sanitize all sanitary napkin disposal units.
   viii. Clean and polish all vitreous fixtures, including toilet bowls, tanks, urinals, and hand basins; clean tile and tile flooring in men's shower/restroom with a cleaning and sanitizing solution.
   ix. Clean and disinfect all flush rings, drain and overflow outlets.
   x. Clean and disinfect tops and underside of toilet seats.
   xi. Clean and polish all chrome fittings.
   xii. Clean and polish all glass and mirrors.
   xiii. Clean splash marks on walls adjacent to or over sinks.
   xiv. Remove spot, stain, and splash marks and all graffiti from walls and partitions. (Notify the City's Public Works Director or designee of any graffiti that cannot be removed with normal graffiti removal solutions.)
   xv. Dust metal partitions, wet wipe and clean both sides of restroom entry doors.
   xvi. Remove fingerprints from glass, doors, door frames, and light switches.
   xvii. Report any or all water leaks, plugged lavatories, etc., to the Public Works Director or designee.
c. ALL AREAS – WEEKLY
   i. Dust all high and low horizontal surfaces, including sills, ledges, moldings, shelves, locker tops, frames and file cabinets.

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

ii. Empty all recyclable bins or as needed and place in recyclable bin. Contractor shall not commingle recyclable material with trash.
iii. Damp wipe plastic and leather furniture.
iv. Remove fingerprints from glass partitions, metal door frames and light switches in office areas.
v. Clean and polish bright metal to 70" height.
vi. Clean and sanitize waste containers in restrooms and break areas.
vii. Clean the interior of the microwave oven, toaster, and conventional stove in the employees' kitchen/lunchroom area.
viii. Enzyme clean all floors and walls.
ix. Disinfect all doorknobs.
x. Empty and wipe clean all desk and counters.
xi. Vacuum all carpeting with attention to high use areas. The contractor is responsible for moving and replacing items that are less than 50 pounds in order to thoroughly vacuum.
xii. Spot clean carpeting.
xiii. Spot mop or clean spillage on floors, bare concrete, vinyl-tile, or carpet.
xiv. Clean ducts and soft buff all counters, tables, chairs and furniture.
xv. Spot clean to remove fingerprints from glass and metal doorframes of entry doors and wall switches; including all conference rooms.
xvi. Clean customer service windows.
xvii. Clean, sanitize and polish all drinking fountains.
xviii. Clean interior and exterior of all glass panel doors and windows.
xix. Perform low dusting, defined as floor level to five feet above floor, including base molding or top set, sill ledges, chair and personnel rails, partitions, chairs, tables, desks, telephones, filing cabinets, and all office furniture.
xx. BI-WEEKLY- Polish buff hard and resilient floors in traffic areas. REMOVE HEEL MARKS.

d. ALL AREAS – MONTHLY
i. Clean entire interior/exterior glass partitions and metal doorframes.
ii. Thoroughly wash all restroom floors and detail corners to remove residual buildup.
iii. Clean entire desktops in a manner that does not disturb papers, folders, files, binders, etc.
iv. Dry dust wood paneled surfaces.
v. Remove dust and cobwebs from ceiling areas; vacuum all ceiling vents, taking care to not move directional vents.
vi. Spray buff entire resilient and hard surface floor areas.
vii. Spot clean all carpeted areas.
viii. Detail vacuum carpet edges and under desks and office furniture. The contractor is responsible for moving and replacing items that are less than 50 pounds in order to thoroughly vacuum.
ix. Completely clean the entire interior of the refrigerator. A "Notice" shall remain posted on the refrigerator at all times of the day of

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

clean up. Therefore, any items such as expired food, containers, etc., within the refrigerator shall be discarded by the Contractor. The City shall notify staff internally and provide ample notice to them. The contractor shall notify the Public Works Director or designee one (1) week in advance of the cleaning or a set day of the month shall be determined. Any items labeled “Keep” by its owner shall remain after cleaning.

e. ALL AREAS – QUARTERLY
   i. Clean windows, interior and exterior including all windows that are located in high spaces.
   ii. Clean and polish office furniture.
   iii. Damp clean diffuser outlets in ceiling and walls.
   iv. Dry clean area adjacent to diffuser outlets.
   v. Wash all waste baskets.
   vi. Dust Venetian blinds.
   vii. Spray buff resilient and hard surface floors. Apply floor finish and ensure that all floors maintain a shine leaving no residual floor finish.
   viii. Completely clean the entire interior of the freezer portion of the refrigerator and discard all food items not labeled “keep” by its owner. Provide at least a two week notice to staff and post a notice of the date of cleaning. If additional cleaning is required, the Contractor will be notified.
   ix. Wash and sanitize chairs and tables in employee break rooms and conference rooms located in all buildings.
   x. Wash and sanitize metal partitions and wall surfaces in all restrooms.

f. SEMI-ANNUAL REQUIREMENTS
   i. Clean and polish all baseboards.
   ii. Dust lighting fixtures
   iii. Damp clean lobby and reception chairs.
   iv. Move all furniture, deep clean all carpeted surfaces using a water extraction method.
   v. Move all furniture, strip, wash and machine polish resilient and hard surface floors.
   vi. Steam clean showers and shower drainage trough.

g. ALL AREAS – ANNUALLY
   i. Clean and polish baseboards.
   ii. Dust lighting fixtures.
   iii. Damp clean lobby and reception chairs.
   iv. Move all furniture, deep clean all carpeted surfaces using a water extraction method.
   v. Move all furniture, strip, wash and machine polish resilient and hard surface floors.
   vi. Steam clean showers and shower drainage trough.

h. AREA SPECIFIC REQUIREMENTS

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

i. **LOBBY AREAS AND MAIN CORRIDORS**
   1. Daily spot cleaning of all glass, metal doorframes; interior and exterior, and main entrance door passageways/lobby area.
   2. Daily remove all trash and place in bins at pickup area.
   3. Daily clean and sanitize drinking fountains in the lobby/restroom areas.
   4. Weekly dust mop/vacuum floor areas. The contractor is responsible for moving and replacing items that are less than 50 pounds in order to thoroughly vacuum.
   5. Weekly damp mop resilient tile.
   6. Monthly wash all glass partition, interior and exterior, and metal doorframes of passageway/front lobby entrance area.
   7. Quarterly deep clean all high-traffic and carpeted areas.

ii. COUNCIL CHAMBER AND ADJACENT MEDIA ROOM AND CORRIDORS
   1. Weekly dry wipe and buff microphones with extreme care.
   2. Weekly clean stage chairs.
   3. Monthly vacuum Council Chambers Media Room and clean glass window.
   4. Monthly wash interior and exterior glass partition and metal doorframes in east entry lobby area.
   5. DO NOT CLEAN any electronic buttons, switches or gears.
   6. Quarterly deep clean all high-traffic and carpeted areas.

iii. PRIVATE OFFICE AREAS (i.e. City Manager, Directors, City Council Members Office)
   1. Daily empty all trash and recycle containers; materials shall not be comingled, and liners shall be replaced as required.
   2. Weekly dust and wipe clean desks and counters. Contractor shall not disturb paper, binders, folders etc.
   3. Weekly vacuum carpet floor, as needed, minimum once a week. The contractor is responsible for moving and replacing items that are less than 50 pounds in order to thoroughly vacuum.
   4. Monthly clean glass window interior.

iv. EMPLOYEE BREAK ROOMS AND KITCHENS
   1. Daily empty, wash, disinfect and replace liners in all trash containers and place trash in bins at pickup area.
   2. Daily empty, wash and disinfect all recycle containers in a manner that does not commingle recyclable materials with trash.
   3. Daily clean and disinfect all counter tops, tabletops, and interior of sink.
   4. No cleaning of dishes, silverware, or coffeepots will be required.
   5. Do not clean coffee machines. Leave machines plugged in

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

and in the same “on” or “off” position as left by staff, unless an empty coffee pot has been left on top of any “on” element, then it shall be removed and set aside.

6. Weekly clean exterior of all appliances; refrigerator, conventional oven, microwave oven, and toaster oven in the employee kitchen/lunchroom area.
7. Weekly dust mop/vacuum hard floor area, wet mop and disinfect all resilient/hard surface floor area and spot clean all carpet adjacent thereto.
8. Weekly dust miscellaneous furniture (chairs, couches, etc.).
9. Weekly damp mop resilient tile.
10. Weekly remove fingerprints from doors, frames, light switches, handles and push plates.
11. Monthly clean interior of refrigerator.
12. Restock paper towels containers as necessary.

v. COMMUNITY CENTER AND SENIOR CENTER

1. Quarterly buffing/waxing of all floors and shampooing of all carpets (excluding the multi-purpose room gym floors and the Community Center)
2. Quarterly window cleaning.

vi. WATER SHOP: Services provided to the Water Shop will be restricted to the administration offices, break room area and restroom.

vii. PARK RESTROOMS (LIONS, REPPLIER, ROOSEVELT WILLIAMS, SYLVAN)

1. Empty all trash containers, replace all liners.
2. Wash all consumable product containers.
3. Refill all consumable products with City-furnished supplies.
4. Sweep floor clear of all debris.
5. Damp mop and disinfect all resilient and ceramic floors.
6. Wet wipe and disinfect toilet partitions with a cleaning and sanitizing solution.
7. Empty and sanitize all sanitary napkin disposal units.
8. Clean and polish all vitreous fixtures, including toilet bowls, tanks, urinals, and hand basins; clean tile and tile flooring with a cleaning and sanitizing solution.
9. Clean and disinfect all flush rings, drain and overflow outlets.
10. Clean and disinfect tops and underside of toilet seats.
11. Clean and polish all chrome fittings.
12. Clean and polish all glass and mirrors.
13. Clean splash marks on walls adjacent to or over sinks.
14. Remove spot, stain, and splash marks and all graffiti from walls and partitions. (Notify the City’s Public Works Director or designee of any graffiti that cannot be removed with

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

normal graffiti removal solutions.)

15. Dust metal partitions, wet wipe and clean both sides of restroom entry doors.
16. Remove fingerprints from glass, doors, door frames, and light switches.
17. Report any or all water leaks, plugged lavatories, etc., to the Parks and Recreation Director Director or designee.

viii. BUILDING SECURITY – DAILY

1. Turn off all lights (except security and night lights).
2. Close windows.
3. Lock all doors.
4. Set alarms.

IV. BASIC COMPENSATION:

OWNER shall pay Contractor, as compensation for the services to be performed, the sum of per month listed in the Contract Agreement with additional adjustments as specified thereinafter. Additional adjustments shall be made to the monthly compensation if new areas are included in the City of Banning, Custodial Services.

Compensation may be adjusted annually, on July 1st of each year commencing on July 1, 2024, during the term of the Contract Agreement to reflect annual changes in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index Riverside-San Bernardino-Ontario Area, or any successor index, as set forth over the previous available twelve (12) months prior to the date of adjustment.

V. ADDITIONAL WORK

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

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

PROJECT SCHEDULE/WORK PLAN

City of Banning

WORK PLAN / INITIAL SITE VISITS

STEP	DATE	ACTION	PERSON RESPONSIBLE	DUE DATE	STATUS
1		Initial site visits: develop building visitation schedule	J. Ferraro / C. Ferraro		
2		Complete site visit	C. Ferraro / F. Mendoza		
3		Identify site specific additional needs requirements if needed	C. Ferraro / F. Mendoza		
4		Identify point of contact at the site	C. Ferraro / F. Mendoza		
5		Identify important dates for the site special events, etc.	C. Ferraro / F. Mendoza		
6		Review scope of services with facility representative if needed	C. Ferraro / F. Mendoza		
7		Add agreed upon additional services requirements	J. Ferraro / City of Banning		

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

City of Banning

WORK PLAN / SPECIFIC FACILITY INFORMATION

STEP	DATE	ACTION	PERSON RESPONSIBLE	DUE DATE	STATUS
1		Identify location of janitorial and storage closets	J. Ferraro / C. Ferraro		
2		Request alarm codes for facility, if needed	C. Ferraro / F. Mendoza		
3		Identify all entry and exit points for each location	C. Ferraro / F. Mendoza		
5		Discuss locked door and safety protocol with facility staff	C. Ferraro / F. Mendoza		
6		Develop equipment needs list for each facility	C. Ferraro / F. Mendoza		
7		Develop emergency contact list	C. Ferraro / F. Mendoza		
8		Determine if additional specialty cleaning products are required for the site	C. Ferraro / F. Mendoza		
9		Develop keys / key fob inventory the each location	C. Ferraro / F. Mendoza		

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

City of Banning

WORK PLAN / EMPLOYEE AND LABOR

STEP	DATE	ACTION	PERSON RESPONSIBLE	DUE DATE	STATUS
1	TBD	Identify existing EFS, Inc. employees to transfer to the City of Banning	C. Ferraro / F. Mendoza		
2	TBD	Recruit and train additional employees to fill open positions	C. Ferraro / F. Mendoza		
3	TBD	New hire packages completed and new employee ID numbers issued	C. Ferraro / F. Mendoza		
4	TBD	ID badges made for all employees working at the City of Banning	C. Ferraro / F. Mendoza		
5	TBD	Train employees on facility safety procedures	C. Ferraro / F. Mendoza / Storm-Larsen		
6	TBD	Train employees on facility security procedures	C. Ferraro / F. Mendoza Storm-Larsen		
7	TBD	Review scope of work for each site with site specific employees	C. Ferraro / F. Mendoza R. Storm-Larsen		

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

City of Banning

WORK PLAN / EQUIPMENT FOR EACH LOCATION

STEP	DATE	ACTION	PERSON RESPONSIBLE	DUE DATE	STATUS
1	TBD	Secure cleaning equipment / materials based upon list developed during initial site visit	J. Ferraro / C. Ferraro		
2	TBD	Secure special equipment	C. Ferraro / F. Mendoza		
3	TBD	MSDS binders placed in all janitorial closets	C. Ferraro / F. Mendoza		
4	TBD	Deliver all janitorial materials to each facility	C. Ferraro / F. Mendoza		
5	TBD	Store back-up janitorial and dayporter materials in Inland Empire facility	C. Ferraro / F. Mendoza		

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

TRANSITION PLAN

Ensuring a smooth and seamless transition to a new service provider requires coordination and clear communication. Executive Facilities Services, Inc.'s Transition Plan begins well before the initiation of services. Once an award of contract occurs, EFS, Inc. will have already created a detailed list of items, meetings, and follow-up job-walks required to ensure a smooth transition on the first night of service.

Utilizing our Transition Plan strategy, we will identify key staff members at each client location to gather additional site information to enable EFS, Inc. to perform beyond the City of Banning' expectations. Our highly experienced management team reviews all information and develops a "start- up kit" listing equipment and chemicals for each location and site. EFS, Inc. supervisors use this information to provide day and night janitorial employees with thorough training and the right equipment.

The first week can be stressful for all parties during a transition to a new service provider. EFS, Inc. will provide additional supervision from all levels of the organization to ensure that the transition goes smoothly. Our Sample Project Schedule/ Work Plan contains each itemized step that will be used during the Transition Plan.

Below please find some of the key elements of our Transition Plan:

1. Review meetings of Scope of Work with all Key Personnel
2. Conduct facility inspections with Operation Manager and Key Personnel
3. Identify and secure replacement equipment (when necessary)
4. Train location specific employees on various entry times, locations, and security protocols
5. Provide continuous training for employees on safety protocols so knowledge matches state mandated requirements
6. Review meetings with site specific staff of the Scope of Work
7. Conduct facility inspections with site specific staff and/or site Supervisor
8. Review floor plans with employees to identify areas of service

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

City of Banning

Transition Plan

STEP	DATE	ACTION	PERSON RESPONSIBLE	DUE DATE	STATUS
1	TBD	Develop building visitation for all City of Banning locations	C. Ferraro / F. Mendoza		
2	TBD	Complete all site visits	C. Ferraro / F. Mendoza		
3	TBD	Identify site specific additional needs and requirements if needed	C. Ferraro / F. Mendoza		
4	TBD	Identify point of contact at each site	C. Ferraro / F. Mendoza		
5	TBD	Identify important dates for each site special events, etc.	C. Ferraro / F. Mendoza		
6	TBD	Finalize the service agreement between EFS, Inc. and the City of Banning	J. Ferraro / City of Banning		
7	TBD	Add agreed to additional services requirements to scope of work	C. Ferraro / F. Mendoza		
8	TBD	Deliver equipment kits to each site	C. Ferraro / F. Mendoza	Start of service	

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

BUSINESS PERFORMANCE AND QUALITY CONTROL

Executive Facilities Services, Inc. has learned from experience that the most effective method in ensuring quality service to our clients is through routine site visits. All sites serviced by EFS, Inc. are visited by supervisors on a bi-weekly basis in addition to regular supplies delivery and inspections. Also, the City of Banning sites will be visited by Jim Ferraro, Company Owner, Christian Ferraro, Operations Manager, Francisco Mendoza, Operations Manager, Vicky Rivera, Senior Night Supervisor, Melanie Lopez, Night Supervisor. All operations managers and supervisors carry a smart phone so they can respond quickly to requests for required or emergency services.

During nightly visits to various sites, our staff members review and assess all aspects of the buildings included in the scope of services. If any issues are noticed by a staff member, the employee is made aware and the issues are addressed and resolved that evening. We believe that this is a foundational business practice between EFS, Inc. and its clients. It creates a fast-track line of communication between EFS, Inc. and our clients to ensure that they are receiving the highest of quality service.

- Monthly inspection reports summarize any reported issues and how they were resolved.
- Site visit schedules are developed weekly and unannounced, enabling EFS, Inc. to monitor and control the quality of service as well as interact with onsite employees on a regular basis.
- A copy of our Building Inspection form can be found on the page following this one. Each time a site is visited by an EFS, Inc. supervisor, whether it be a service issue, a supply delivery or a weekly site visit, the form is completed by the supervisor. Operations Managers review all Building Inspection forms daily/ nightly to ensure that any issues are addressed and resolved.
- EFS, Inc. and its management team will ensure that each of the City of Banning buildings remains secure during provision of services. The EFS, Inc. Operations Manager will train each employee on the proper door locking etiquette and alarm system protocols, and verify that all protocols are being followed.
- EFS, Inc. has the responsibility of categorizing and storing highly specialized keys, access cards, and key fobs for clients. As can be seen from our current client list provided with the proposal, EFS, Inc. works with several cities, municipalities, and private and public entities. We store all client keys in a locked key box at our location in our headquarters's location in Riverside. This facility has 24-hour surveillance and an alarm system.
- EFS, Inc. will not duplicate keys to any of the City of Banning without permission.

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

Janitorial Inspection Sheet

BUILDING INSPECTION FORM

EFS, Inc.

Site:	Cleaner:	Supervisor:

Custodial Services

(Place a check mark in the column after each entry to indicate the quality of work performance)

	AREAS AND OPERATIONS		RATING ABOVE	AVERAGE	BELOW
FLOORS	MOPPING				
	SWEEPING				
	WAXING				
TOILETS	FLOORS	MOPPING			
		SWEEPING			
	INTERIOR	SEATS			
		BOWLS			
		FIXTURES			
	SINKS	BOWLS			
		FIXTURES			
	URINALS	PORCELAIN			
		FIXTURES			
	SOAP DISPENSERS				
	TOWEL DISPENSERS				
	SANITARY NAPKIN DISPENSER				
	MIRRORS				
	STALL PARTITIONS				
	TOWEL DISPOSAL CAN				
	WALLS				
	DUSTING				
	LEDGES				
BLINDS	DUSTING				
	ACCESSORIES				
FURNITURE	DUSTING				
CUSTODIAL CLOSETS	DUSTING				
	WASHING				
	ORDERLINESS				
INTER GLASS	WASHING				
	DUSTING				
WALLS/CEILINGS	WASHING				
	DUSTING				
	GRILLS				
	PICTURES				
LIGHT FIXTURES	DUSTING				
	SWITCHES				

	AREAS AND OPERATIONS	RATING ABOVE	AVERAGE	BELOW
HALLWAY/CORRIDORS	DRINKING FOUNTAINS			
	RAILINGS			
	SIGNS			
	HARDWARE			
	DOORS			
	WALLS			
	CLOSETS			
	VENTILATOR GRILLS			
WINDOWS	WASHING			
	LEDGES			
ENTRANCES	DOORS			
	STEPS			
	SCRAPERS			
	RUGS & CARPET			
	PICTURES			
	SIGNS			
	KICK PLATES			
	HARDWARE			
STAIRWAYS	STEPS			
	RAILINGS			
	LANDINGS			
MISCELLANEOUS	SMOKING STANDS			
	SUPPLY STORAGE ROOMS			
	WORK ROOMS			
	LOCKER ROOMS			

REMARKS: *(Note incidents to which particular attention should be focused)*

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Consultant, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No **X**

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

NONE

INDEMNITY AND INSURANCE STATEMENT

Summary of Indemnity and Insurance Requirements

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to the City. By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by the City.

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of insurance shall be available to the City and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1 – all the Insurance coverage and limits carried by or available to the Contractor; or 2 – the minimum Insurance Requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to given loss, shall be available to the City.

3. Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. The City reserves the right to require full-certified copies of all Insurance coverage and endorsements.

I. INDEMNIFICATION

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"), 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, 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. Contractor shall agree that their defense and indemnification obligations are in addition to, and are not limited by, the Insurance obligations in the agreement.

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

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 paragraph.

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 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 subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants 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 Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

II. INSURANCE

The City of Banning will require the following to approve insurance for your contract:

1) Insurance Limits:

(a) General Liability insurance with limits of not less than $1,000,000 for bodily injury and property damage; $1,000,000 for personal and advertising injury; $2,000,000 products and completed operations aggregate and $2,000,000 general aggregate.

(b) Auto Liability insurance endorsed for "any auto" with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage.

(c) Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession, with limits of liability of not less than $1,000,000 per claim/occurrence and $1,000,000 policy aggregate The "Retro Date" must be shown for the Professional Liability insurance. **(only required if contract involves the rendering of a professional service).**

(d) Workers' Compensation insurance as required under the California Labor Code.

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

(e) Employer's Liability insurance with limits of liability of not less than $1,000,000, each accident; $1,000,000 disease each employee; and $1,000,000 disease policy limit.

*Limits can be adjusted by the City based on services provided.

2.) Insurance Requirements:

(a) California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide.

(b) Certificate holder should appear as follows:

City of Banning
Attn: Purchasing Division
99 E. Ramsey Street
Banning, CA 92220-4837

(c) The certificate of insurance should read "*The City of Banning, its officers, officials, employees and agents are additional insured with respects to General Liability and Auto Liability insurance. This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis. Waiver of subrogation for Workers' Compensation insurance with respects to the City of Banning, its officers, officials, employees and agents.*"

(d) The additional insured coverage under the contractor's policy 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.

3.) Insurance Documents:

(a) Include an Additional insured endorsement, with primary and non-contributory language or a primary insurance endorsement, for General Liability insurance **including ongoing operations and completed operations (i.e., CG 20 10, CG 20 33, or CG 20 38)**. The additional insured should read, "*The City of Banning, its officers, officials, employees, agents and volunteers". Examples of primary insurance language are "Such insurance as is afforded by the policy is primary and any other insurance shall be excess and not contribute to the insurance afforded by this endorsement" or "This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis*". The endorsement number needs to be included in the accord description of certificate of insurance.

(b) Include an Additional insured endorsement for Auto Liability insurance. The additional insured should read, "*The City of Banning, its officers, officials,*

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

ADDIITONAL INFORMATION

Green Cleaning Program and Partner



WAXIE GPS® Green Partner Support™
Your Guide to More Sustainable Cleaning Solutions

&

EXECUTIVE FACILITIES SERVICES, INC.

PARTNERING TOGETHER

WAXIE GPS ® Green Partner Support is an ideal platform for customers who would like to implement a green cleaning program which combines low environmental impact cleaning products with good sound cleaning procedures, along with the training and consultative expertise needed in order to create a more effective and safe cleaning program.

WAXIE GPS ® identifies third-party certifications and guidelines whenever available to substantiate environmentally preferable product claims – such as EPA Comprehensive Procurement Guidelines (CPG), EPA Safer Choice (formerly known as DfE), UL Environment/EcoLogo, Green Seal, CRI Seal of Approval, Forest Stewardship Council (FSC), Scientific Certification Systems (SCS), Clean Air Choices Cleaner Certification (CACC), USDA BioPreferred Program and others – and includes the demonstrated knowledge of the LEED® Accredited Professionals and CIMS-GB ISSA Certification Experts employed by WAXIE.

WAXIE GPS® is a collaborationand partnership between WAXIE and its respective customer and manufacturer partners – and it is a comprehensive approach which addresses everything you will need to implement an effective green cleaning program.

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

CHEMISTRY
Start with low environmental impact cleaning chemicals and dispensing systems, using products which are third-party certified to have a reduced impact on human health and the environment.

MECHANIZATION
Increase the effectiveness of your cleaning chemical system by combining them with microfiber cleaning tools, and utilize offer low environmental impact cleaning equipment to clean your building's floor and vertical surfaces.

DIVERSION
Divert waste from the landfill by instituting a recycling program complete with the appropriate recycling containers to hold divertable items such as paper, plastic, glass, light bulbs, batteries and compostables.

ENTRYWAYS
Reduce the amount of dirt entering your building by deploying entryway matting systems, and develop the associated strategies to keep your entryways and exterior walkways clean.

CONSUMABLES
Promote source reduction through controlled dispensing systems for paper products and right-sizing your trash liners. Use products which contain recycled content, and third-party certified, or are derived from renewable resources.

CONSERVATION
Conserve energy and water in your building by installing LED lighting and utilizing no-touch restroom fixture which regulate and reduce indoor water consumption.

WELLNESS
Develop strategies to fight the spread of germs in your workplace and promote improved hand hygiene through increased hand washing and the use of hand sanitizers.

STEWARDSHIP
Identify stewardship and sustainability goals address by your WAXIE GPS® green cleaning program – and commit to continued improvement in your ongoing cleaning maintenance operations.



DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

WAXIE Knows Clean

Since 1945, WAXIE has grown from one small store in San Diego, CA into America's largest independent family-owned sanitary maintenance supply distributor, and a cleaning industry leader – EXPERTS in the maintenance requirements of commercial, educational, institutional and industrial environments.

From the basics you use everyday – like cleaning chemicals, vacuums, sanitary paper products, trash liners and hand soaps – to more specialized items – like ride-on autoscrubbers, and no-touch restroom accessories – WAXIE is your SINGLE SOURCE for all your facility maintenance supply needs. We are uniquely qualified to deliver a customized cleaning solution that perfectly suits your needs.

WAXIE Knows Green

WAXIE is committed to being an industry leader in promoting RESPONSIBLE business practices that support more sustainable communities. SUSTAINABILITY has emerged as a global theme of the 21st century – it is a concept which balances the interconnectedness of the environment, the economy and our quality of life.

With its own LEED certified facilities, and LEED Accredited Professionals and CIMS-GB ISSA Certification Experts on staff, WAXIE understands how green cleaning fits into the broader scope of your overall sustainability goals, and offers the cleaning product solutions, training on cleaning best practices, and advanced procurement platforms to support a more sustainable approach to achieving CLEAN GREEN BUILDING ENVIRONMENTS.

WAXIE Knows Service

"Serving the Customer is the Focus of Everything We Do" is more than just our motto – it is our mission! Whether it's a crisis situation that demands a last-minute delivery, an all-night training, a timely equipment repair, or a bilingual training session, we have proven the extent of our dedication to our customers time and again by going far ABOVE AND BEYOND what most people would expect of us, in order to see that our customers' needs are met.

And because the WAXIE organization has been PURPOSE-BUILT from the ground up to serve those who are responsible for delivering clean and healthy buildings, you can count on WAXIE to come through with the help you need, when you need it.

WAXIE Pledge to Sustainability

WAXIE Sanitary Supply is committed to being a leader to promote responsible business practices that support sustainable communities which are secure, economically prosperous, environmentally responsible and healthy places in which to live and work.

WAXIE shares the goal of establishing partnerships to advance education, communication, business best practices, policies, research, technologies and programs to support a more sustainable region for all generations.

WAXIE is committed to adopting more sustainable business practices for the company, and to partnering with its stakeholders to identify and implement the most effective facility maintenance solutions to protect and enhance the triple bottom line of human health, environmental stewardship, and economic prosperity.

WAXIE is a member of these organizations:

ISSA MEMBER The Experts on Cleaning and Maintenance · BOMA International · IFMA · BSCAI Building Service Contractors Association International · PABSCO Pacific Association of Building Service Contractors

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

COVID RESPONSE PLAN

COVID Experience and Disinfecting Cleaning Program

Immediately upon COVID-19 being declared a pandemic in March 2020, Jim Ferraro and the management team began to research and develop our Disinfecting Deep Cleaning Services plan as per the Centers for Disease Control and Prevention (CDC) guidelines. EFS, Inc. monitors both CDC and World Health Organization (WHO) websites for updates and additional information to assist us in the fight against COVID-19.

As of January 15, 2022, we have:

- Secured multiple EPA approved disinfecting cleaning chemicals
- Continue to review CDC guidelines for disinfecting procedures
- Trained over 80 employees to complete disinfecting/deep cleaning services
- Set up emergency response teams to complete this service upon request
- Incorporated Electrostatic Sprayers into our disinfection protocols and made additional Electrostatic sprayers available at each operating facility to respond immediately to client request
- Achieved GBAC COVID-19 Trained Technician status with ISSA
- Had an employee become a Certified Contract Tracer through the University of John's Hopkins

The management team and employees of EFS, Inc. continue to respond immediately to our clients' requests to provide facility "high touch" hand disinfecting and deep cleaning services at our numerous medical facilities, doctors' offices, public and private schools, banking institutions, commercial properties, and public agencies.

As of July 30, 2022, we have disinfected/deep cleaned approximately 7 million square feet of our clients' facilities. Our clients knowingly contact EFS, Inc. with confidence that their properties, cities, and schools will be disinfected and ready for the next day's use.

EFS, Inc. continues to respond to requests for special disinfecting/deep cleaning services from current and new clients. These include services for various facilities including public parks and restrooms, public and private schools, banking institutions, commercial properties, public agencies and non-contract clients for assistance in battling the COVID-19 pandemic.

Our current procedure for on-call disinfecting services includes a detailed pre-site review with client. This is then followed up with a description of the two types of disinfecting services that EFS, Inc. can provide for the client. Once the client has selected which disinfecting procedure they would like performed, our highly trained staff is then equipped with the correct PPE. Once on site, our team will work with the client to ensure that all areas that have come in contact with COVID–19 positive or suspected positive individuals is thoroughly disinfected.

We know that this situation is evolving daily, and we intend to continue to respond quickly and efficiently to all of our client requests to battle against the COVID-19 pandemic.

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

Hand Touch Disinfecting Specifications

Facility Disinfecting Deep Cleaning Specifications for offices, hallways, common areas, restrooms, break rooms and kitchens:

- Clean and disinfect all “high touch” points
- Clean and disinfect all doors, door handles, and fixtures
- Clean and disinfect all kitchen equipment and cabinets
- Perform all high dusting and cleaning of light fixtures, air diffusers, and door frames
- Damp wipe all baseboards
- Thoroughly disinfect all vertical and horizontal surfaces, including but not limited to desks, windowsills, tables, built-in cabinets, lighting fixtures, shelves, walls, doors, door frames, doorknobs, door handles, light switches, telephones, handrails, etc.
- Vacuum all carpeted areas making sure to get underneath built-ins, into corners and along edges.

RESTROOMS:

- Scour and sanitize all basins, toilets, urinals, and showers inside and out
- Clean and disinfect all bright work
- Clean and disinfect all partitions
- Wash and disinfect all tile throughout restrooms with disinfectant
- Disinfect and polish mirrors in restrooms

WINDOWS:

- Clean and disinfect inside window ledges
- Clean and disinfect all window frames

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

Hand Touch Disinfecting Deep Cleaning Specifications

1. Spray or apply with a towel hospital grade disinfectant to all touch points.
2. Let disinfectant dwell on the surface for the required kill time, usually one minute
3. After the disinfectant is on the surface for the required dwell time, wipe the surface clean and remove any streaks

The major touchpoints that need to be disinfected in offices or cubicles are as follows:

- Cabinet handles
- Door handles
- Desks or cubicle tops
- Light switches
- Phones
- Computer keyboards and mouse's
- Copiers and shredders
- Appliance buttons
- Grab rails
- Push plates
- Conference room tables and chairs
- Restroom partitions
- Restroom fixtures
- Switch plates
- File cabinets
- Opening edges of entry points
- Elevator buttons
- Door jambs
- Coffee stations
- Changing tables
- TP, towel and soap dispensers





DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

DISINFECTING PRODUCT INFORMA TION

CO VID-19 Electrostatic Disinfecting Spraying Solution

Protexus Electrostatic Sprayer System

EFS, Inc. implements a research-driven technique of disinfecting that will reduce disinfecting expenses and increase our efficiency, known as the Protexus Electrostatic Sprayer System. By using the Protexus Electrostatic Sprayer System paired with the hospital grade PuFab disinfecting chemical, we have reduced the kill time of the disinfectant to one minute. We have found that in utilizing this system, we can drastically increase our efficiency of disinfecting services to approximately 10,000 square feet per hour.

We understand the safety and health of our clients' staff members is key, so EFS, Inc. selected the PurTab chemical for its non-toxic, non-corrosive characteristics as an EPA-registered disinfectant. The PurT ab chemical can be applied at any time throughout the day and left on high touch surfaces with little to no residue. Depending on the saturation of the surface the PurTab disinfectant dries completely within minutes.

By utilizing these two disinfecting tools, we can dramatically increase the productivity of our staff and increase the frequency of disinfecting that can occur during a standard workday. EFS, Inc. believes that using this method of disinfecting services will greatly benefit the City of Banning as it will increase the frequency of disinfection and provide peace of mind to residents, staff, and visitors to all of the buildings within the City of Banning.

Link to Protexus Electrostatic Sprayer System
https/www.youtube.com/watch??v=k1agZEwcfLQ&feature=youtu.be





DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

Protexus Electrostatic Sprayer System

PRODUCT FEATURES

| Cordless
16.8 volt Lithium Ion Battery System Allows the Convenience of cord free cleaning for approx. 4 hours of use.

| Versatile
Ideal for sanitizing, disinfecting, odor control, pesticides, coatings, etc.

| Electrostatic On / Off Switch
Electrostatic charge can be disabled or enabled as needed.

| Tool Free Adjustable Nozzle
Allows the versatility of adjusting particle size for the required application.

| Quiet
Being only 60 db., its great for environments where noise is important.

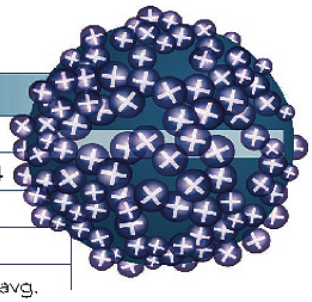


| Lightweight & Portable
Light enough at 3.8 lbs. to quickly navigate from surface to surface and room to room.

| Head Light
Illuminate work surface to provide a clear view of intended coverage.

| Trigger Lock
Trigger can be locked in place to prevent accidental spraying.

| Ergonomic Over Molded Handle
Provides a soft grip for added comfort.



PRODUCT SPECIFICATIONS: PX200ES			
Voltage	16.8v	Micron Size	40/60/100
Run Time	4 hrs	Flow Rate (oz/min)	3.35/3.62/4.34
Charge Time	1 hr	Spray Distance (ft)	3-6 ft
Weight	3.8 lbs	Coverage Per Tank	800 sq. ft.
Capacity	32 oz	Coverage Per Charge	54,000 sq. ft. avg.
Decibels	60 db		

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

Evaclean



DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

EPA Certified Disinfectant



DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

DISINFECTING PRODUCT INFORMATION

EPA Certified Disinfectant

CONSOLIDATE YOUR CHEMICAL CLOSET with the proven power of PURTABS - NaDCC Disinfecting and Sanitizing Tablets.

3 Tablet Sizes
- for Convenient Dilution at any concentration.

NSF D2 Certified
- Food Contact Surface Safe Sanitizer (100ppm concentration)

SAVE UP TO 90%
- on Storage and Shipping Costs.

KILLS C DIFF IN 4 MINUTES
- AT 4306PPM concentration

OSHA / NIOSH COMPLIANT
- For Worker Exposure and Air Quality Standards when spraying with Protexus Electrostatic Sprayers.

Dilutions Stable for 7 Days
- In closed container or sprayer tank.

Kill Claims	Concentration	Dilution
Food contact surface sanitizer (No Rinse) 60 seconds contact time	100 ppm	**(1) 334mg tab / 1qt** (1) 3.3g tab / 2.5 gal (1) 13.1 tab / 10 gal
Hospital grade disinfectant claims (Bleach alt.) Cold & flu virus* (including H1N2) Salmonella & Staph.	538 ppm	(6) 334mg tab / 1 qt (1) 3.3g tab / 2 qts
Bloodborne pathogen, Herpes & Polio, Norovirus, MRSA & Ecoli, HIV & Hep B claims Many Animal pathogens	1076 ppm	(11) 334mg tab / 1 qt **(1) 3.3g tab / 1 qt** (1) 13.1 tab / 1 gal
C. Diff spore 10 minute claim	2153 ppm	(2) 3.3g tab / 1 qt (2) 13.1g tab / 1 gal
C. Diff spore 4 minute claim	4306 ppm	(4) 3.3 g tab / 1 qt (4) 13.1 g tab / 1 gal

EPA Reg. No. 71847-6-91524



DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

WAXIE Letter of Recommendation

January 23, 2023

To whom it may concern,

WAXIE Sanitary Supply has had a long term partnership with Executive Facilities Services Inc. with both companies having like goals of helping customers keep buildings cleaner, safer and healthier. WAXIE provides multiple training classes on restroom care, Green Cleaning Practices, floor care, carpet care and COVID – 19 to our customers of which EFS Inc. participates in. Along with that, WAXIE prides itself on finding solutions for customers to meet all of their cleaning needs. Together with EFS Inc. we have been able to create cleaning protocols during the pandemic using electro-static sprayers, EPA N-List approved disinfectants and PPE, all while providing the other necessary products in a timely manner. I know if EFS Inc. is chosen for your facility, they will provide the same level of excellent service that other customers like yourself are receiving.

Sincerely,

Theresa Cummins
Regional Sales Manager
WAXIE – Ontario, CA
tcummins@waxie.com
Cell # 702-768-5696
www.waxie.com

Regional Inventory Center ▪ 905 N. Wineville Avenue ▪ Ontario, CA 91764-5595
(800) 443-3469 ▪ (909)942-4100 ▪ FAX (909) 942-3199 ▪ www.waxie.com

DocuSign Envelope ID: BB32BF16-8C0E-4E41-8233-96C353F786B8

EFS, Inc. Uniform: apron, employee badge, and t-shirt







DocuSign Envelope ID: 318F8AF9-877C-4F53-B441-79F9570012E8

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT (C00845) FOR CUSTODIAL SERVICES AND BETWEEN CITY OF BANNING AND EXECUTIVE FACILITIES SERVICES, INC.

THIS AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and **EXECUTIVE FACILITIES SERVICES, INC.**, a California corporation ("Contractor") is effective as of this day: June 11, 2024.

RECITALS

A. City and Contractor entered into that certain Contract dated June 7, 2023 for the purpose of providing Custodial Services ("Agreement") following Request for Proposals (RFP No. 23-023), as approved by City Council Resolution 2023-92.

B. City and Contractor now desire to amend the Agreement to extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum to Four Hundred Six Thousand Two Hundred Forty-Four Dollars and Eighty-Six Cents ($406,244.86).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 1 shall not exceed Two Hundred Twenty-One Thousand Four Hundred Ninety-Two Dollars and Forty-Four Cents ($221,492.44) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Four Hundred Six Thousand Two Hundred Forty-Four Dollars and Eighty-Six Cents ($406,244.86).

1.3 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2025, unless sooner terminated or extended as provided in the Agreement.

1.4 Exhibit C-1 to the Agreement is hereby amended to read as set forth in Attachment 2, attached hereto and incorporated herein.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1. In the event of a conflict between the provisions

DocuSign Envelope ID: 318F8AF9-877C-4F53-B441-79F9570012E8

of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 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. 1.

2.3 Authority. The persons executing this Amendment No. 1 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. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 1 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*]

DocuSign Envelope ID: 318F8AF9-877C-4F53-B441-79F9570012E8

The Parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CITY OF BANNING

Douglas Schulze,
City Manager

City Council Approval: RESO # 2024-090

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young
City Attorney

CONTRACTOR

Jim Ferraro

NAME: Jim Ferraro
TITLE: OWNER

NAME:
TITLE:

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 CONTRACTOR'S BUSINESS ENTITY.

DocuSign Envelope ID: 318F8AF9-877C-4F53-B441-79F9570012E8

ATTACHMENT 2

The Contractor shall provide and stock soap for dispensers, trash liners and paper products: toilet tissue, seat liners, and paper towels, for the services set forth in the specifications of Exhibit A of the Agreement. Contractor shall provide an itemized list of the consumables utilized by service area as part of the monthly invoice for reimbursement.

The grade of consumable supplies in that contents shall meet SB 1383 requirements (summarized below) and be equitable or superior to City supplied stock in FY24.

- Toilet paper shall consist of at least 45 percent, by fiber weight, postconsumer recycled content fiber
- Paper towels shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
- Toilet seat covers shall consist of at least 20 percent, by fiber weight, postconsumer recycled content fiber

DocuSign Envelope ID: 318F8AF9-877C-4F53-B441-79F9570012E8

ATTACHMENT 2

Rates and projected consumables

Qty	Unit	Items (Description, Size, Etc.)	Unit Price	Amount
12	Monthly	Banning City Hall (Civic Center) (5 days per week)	4048.78	$ 48,585.36
12	Monthly	City Yard (5 days per week)	2834.17	$ 34,010.04
12	Monthly	Banning Police Dept. - West (5 days per week)	5262.93	$ 63,155.16
12	Monthly	Fleet Maintenance Office (5 days per week)	405.26	$ 4,863.12
12	Monthly	Water Shop (3 days per week)	728.28	$ 8,739.36
12	Monthly	Community & Senior Center (Floors/windows)	535.90	$ 6,430.80
12	Monthly	Park Restrooms (3 days per week)	1944.88	$ 23,338.56
1	TBD	As Needed Services	2500.00	$ 2,500.00
12	Monthly	City Hall (Civic Center) consumable supplies	534.68	$ 6,416.16
12	Monthly	City Yard consumable supplies	374.26	$ 4,491.12
12	Monthly	PD consumable supplies	695.03	$ 8,340.36
12	Monthly	Fleet Maintenance consumable supplies	53.47	$ 641.64
12	Monthly	Water Shop consumable supplies	96.19	$ 1,154.28
12	Monthly	Community & Senior Center consumable supplies	70.78	$ 849.36
12	Monthly	Park Restroom consumable supplies	256.64	$ 849.36
1	TBD	Consumable supplies as needed	5000.00	$ 5,000.00

DocuSign Envelope ID: 318F8AF9-877C-4F53-B441-79F9570012E8

Docusign Envelope ID: 6AA6A827-381B-4110-8186-DA35E2109754

AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT (C00845) FOR CUSTODIAL SERVICES AND BETWEEN CITY OF BANNING AND EXECUTIVE FACILITIES SERVICES, INC.

THIS AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT FOR SERVICES ("Amendment No. 2") by and between the **CITY OF BANNING** ("City") and **EXECUTIVE FACILITIES SERVICES, INC**., a California corporation ("Contractor") is effective as of this day: May 27, 2025.

RECITALS

A. City and Contractor entered into that certain Contract dated June 7, 2023 for the purpose of providing Custodial Services ("Agreement") following Request for Proposals (RFP No. 23-023), as approved by City Council Resolution 2023-92.

B. City and Consultant have entered into an Amendment No. 1 to the Agreement dated June 11, 2024 to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum to Four Hundred Thousand Two Hundred Forty-Four Dollars and Eighty-Six Cents ($406,244.86), as approved by City Council Resolution 2024-90.

C. City and Contractor now desire to amend the Agreement to extend the Term of the Agreement to June 30, 2026, and increase the Contract Sum to Six Hundred Thirty Thousand Seven Hundred Fifty-Six Dollars and Forty-Two Cents ($630,756.42).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 1 shall not exceed Two Hundred Twenty-Four Thousand Five Hundred Eleven Dollars and Fifty-Six Cents ($224,511.56) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Six Hundred

Docusign Envelope ID: 6AA6A827-381B-4110-8186-DA35E2109754

Thirty Thousand Seven Hundred Fifty-Six Dollars and Forty-Two Cents ($630,756.42).

1.3 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2026, unless sooner terminated or extended as provided in the Agreement.

1.4 Exhibit C-1 to the Agreement is hereby amended to include sites and rates as set forth in Attachment 1, attached hereto and incorporated herein.

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 No.1, 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 No. 2. In the event of a conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement, 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*]

Docusign Envelope ID: 6AA6A827-381B-4110-8186-DA35E2109754

The Parties are signing this Amendment No. 2 on the date stated in the introductory clause.

CITY OF BANNING

Robert Fisher

Robert Fisher,
Acting City Manager

City Council Approval: 2025-075

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:
Solvak, Baron, Empey, Murphy & Pinkney LLP

John Pinkney

John O. Pinkney
City Attorney

EXECUTIVE FACILITIES SERVICES

Jim Ferraro

NAME: Jim Ferraro
TITLE: OWNER

NAME:
TITLE:

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 CONTRACTOR'S BUSINESS ENTITY.

Docusign Envelope ID: 6AA6A827-381B-4110-8186-DA35E2109754

ATTACHMENT 1

Janitorial Services

Building		Current Monthly Rate	Increase Amount	New Rate
City Hall		$ 4,048.78	$ 102.43	$ 4,151.21
City Yard		$ 2,834.17	$ 71.70	$ 2,905.87
Police Dep.		$ 5,262.93	$ 133.15	$ 5,396.08
Fleet Management		$ 405.26	$ 10.25	$ 415.51
Water Shop		$ 728.28	$ 18.43	$ 746.71
Community & Senior Center		$ 535.90	$ 13.56	$ 549.46
Lions Park		$ 486.22	$ 12.30	$ 498.52
Repplier Park		$ 486.22	$ 12.30	$ 498.52
Roosevelt Park		$ 486.22	$ 12.30	$ 498.52
Sylvan Park		$ 486.22	$ 12.30	$ 498.52
		Total Current Rates	**Total Increase Amount / Month**	**New 2026 Rates**
		$ 15,760.20	**$ 398.73**	**$ 16,158.93**

Supplies

Building		Current Monthly Rate	Increase Amount	New Rate
City Hall		$ 534.68	$ 13.53	$ 548.21
City Yard		$ 374.26	$ 9.47	$ 383.73
Police Dep.		$ 695.03	$ 17.58	$ 712.61
Fleet Management		$ 53.47	$ 1.35	$ 54.82
Water Shop		$ 96.19	$ 2.43	$ 98.62
Community & Senior Center		$ 70.78	$ 1.79	$ 72.57
Lions Park		$ 64.16	$ 1.62	$ 65.78
Repplier Park		$ 64.16	$ 1.62	$ 65.78
Roosevelt Park		$ 64.16	$ 1.62	$ 65.78
Sylvan Park		$ 64.16	$ 1.62	$ 65.78
		Total Current Rates	**Total Increase Amount / Month**	**New 2026 Rates**
		$ 2,081.05	**$ 52.65**	**$ 2,133.70**

Docusign Envelope ID: AE1BD580-04AB-4C5C-A5D5-53AA1443FF0A

AMENDMENT NO. 3 TO CONTRACT SERVICES AGREEMENT (C00845) FOR CUSTODIAL SERVICES AND BETWEEN CITY OF BANNING AND EXECUTIVE FACILITIES SERVICES, INC.

THIS AMENDMENT NO. 3 TO THE CONTRACT SERVICES AGREEMENT FOR SERVICES ("Amendment No. 3") by and between the **CITY OF BANNING** ("City") and **EXECUTIVE FACILITIES SERVICES, INC**., a California corporation ("Contractor") is effective as of this day: 9/18/2025.

RECITALS

A. City and Contractor entered into that certain Contract dated June 7, 2023 for the purpose of providing Custodial Services ("Agreement") following Request for Proposals (RFP No. 23-023), as approved by City Council Resolution 2023-92.

B. City and Consultant have entered into an Amendment No. 1 to the Agreement dated June 11, 2024 to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum to Four Hundred Thousand Two Hundred Forty-Four Dollars and Eighty-Six Cents ($406,244.86), as approved by City Council Resolution 2024-90.

C. City and Consultant have entered into an Amendment No. 2 to the Agreement dated May 27, 2025 to modify the Scope of Services, extend the Term of the Agreement to June 30, 2026, and increase the Contract Sum to Six Hundred Thirty Thousand Seven Hundred Fifty-Six Dollars and Forty-Two Cents ($630,756.42) as approved by City Council Resolution 2025-075.

D. City and Contractor now desire to amend the Agreement to modify the scope of service and increase the Contract Sum to Six Hundred Thirty Thousand Seven Hundred Fifty-Six Dollars and Forty-Two Cents ($630,756.42).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 3 shall not exceed Twelve Thousand Four Hundred Fifty-Four Dollars ($12,454.00) thereby increasing the Contract Sum, as set forth in Section

Docusign Envelope ID: AE1BD580-04AB-4C5C-A5D5-53AA1443FF0A

2.1 of the Agreement, to Six Hundred Forty-Three Thousand Two Hundred Ten Dollars and Forty-Two Cents ($643,210.42).

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement as amended by Amendment Nos. 1, 2 and 3, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1, 2 and 3. In the event of a conflict between the provisions of this Amendment No. 3 and the provisions of the Agreement, the provisions of this Amendment No. 3 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. 3.

2.3 Authority. The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 3 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*]

Docusign Envelope ID: AE1BD580-04AB-4C5C-A5D5-53AA1443FF0A

The Parties are signing this Amendment No. 3 on the date stated in the introductory clause.

CITY OF BANNING

Arturo Vela

Art Vela,
Interim City Manager

CONTRACTOR

Jim Ferraro

NAME: Jim Ferraro
TITLE: OWNER

ATTEST:

Sandra Calderon

Sandra Calderon
Acting Administrative City Clerk

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 CONTRACTOR'S BUSINESS ENTITY.

Docusign Envelope ID: AE1BD580-04AB-4C5C-A5D5-53AA1443FF0A

ATTACHMENT 1

Executive Facilities Services, Inc.

August 18, 2025

Mr. Ralph Wright
Parks and Recreation Director
City of Banning

Dear Ralph,

Thank you for allowing Executive Facilities Services, Inc., the opportunity to present to you a price quote for Restroom Cleaning Services for the City of Banning Senior and Community Centers.

The enclosed pricing quote reflects the scope of work stated during our walk and is attached to this proposal. The highlights of servicing this location are as follows:

Restroom Cleaning Services to include

- Service to be completed three times per week
- Trash removal
- Fixture and porcelain Cleaning
- Full Restroom Restocking
- Dry and wet mop hard floors during each service
- Wiping down horizontal surfaces and dusting each service

The total enclosed price quote represents your monthly cost, and is inclusive of:

- **All labor and supervision**
- **All materials and equipment required for janitorial services**
- **All payroll, payroll taxes, insurance, etc.**

Please do not hesitate to contact me at (951) 966-7910 in the event you have questions regarding this proposal or for additional information you deem necessary in assessing our proposal.

Francisco Mendoza
Operations Manager

Central Coast – Inland Empire – Ventura County
Office: 844-780-2626 • Fax: 951-346-3922
www.execservices.biz

Docusign Envelope ID: AE1BD580-04AB-4C5C-A5D5-53AA1443FF0A

Docusign Envelope ID: AE1BD580-04AB-4C5C-A5D5-53AA1443FF0A

Executive Facilities Services, Inc.

Mr. Ralph Wright
Parks and Recreation Director
City Of Banning

Scope of Work

1. Toilets & Urinals

- Clean and disinfect all bowls, seats, and flush handles
- Remove stains and build-up inside bowls
- Wipe down exterior surfaces
- Ensure proper flushing function

2. Sinks & Countertops

- Clean and disinfect basins, faucets, and counters
- Polish chrome fixtures
- Unclog drains (report serious blockages)

3. Mirrors & Glass

- Clean and polish with streak-free cleaner
- Remove water spots, smudges, fingerprints

4. Partitions & Doors

- Wipe down and disinfect stall doors (inside/outside), locks, and walls
- Remove graffiti, stickers, or tape
- Check for damage and report as needed

5. Floors

- Sweep and mop with disinfectant
- Remove debris, gum, or spills
- Edge-cleaning around baseboards and corners
- Wet floor signage during service

Central Coast – Inland Empire – Ventura County
Office: 844-780-2626 • Fax: 951-346-3922
www.execservices.biz

Docusign Envelope ID: AE1BD580-04AB-4C5C-A5D5-53AA1443FF0A

Executive Facilities Services, Inc.

6. Trash & Sanitary Disposal

- Empty all trash bins and sanitary napkin receptacles
- Replace liners
- Clean receptacle interiors if needed

7. Dispensers

- Refill all soap, paper towels, toilet tissue, and sanitary product dispensers
- Wipe down and disinfect all dispenser surfaces
- Check for broken/missing parts
- **Client will Provide Consumables**

8. Doors, Handles & High-Touch Surfaces

- Disinfect doorknobs, push plates, hand dryers, light switches, and baby-changing stations

---

Monthly Price Quote for Restroom Cleaning Services
3 times per Week

$ 1,245.40

Docusign Envelope ID: 3698F9BE-9371-4E29-BBE0-A0DF65867F25

AMENDMENT NO. 4 TO AGREEMENT FOR CONTRACT SERVICES (C00845) FOR CUSTODIAL SERVICES BETWEEN THE CITY OF BANNING, CALIFORNIA AND EXECUTIVE FACILITIES SERVICES, INC.

THIS AMENDMENT NO. 4 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 4") by and between the **CITY OF BANNING** ("CITY") and **EXECUTIVE FACILITIES SERVICES, INC.,** a California corporation ("Contractor") is effective as of this day: 12/10/2025.

RECITALS

A. City and Contractor entered into that certain Contract dated June 7, 2023, for the purpose of providing Custodial Services ("Agreement") following Request for Proposals (RFP No.23-023), as approved by City Council Resolution 2023-92.

B. City and Contractor have entered into an Amendment No. 1 to the Agreement dated June 11, 2024, to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum to Four Hundred Six Thousand Two Hundred Forty Four Dollars and Eighty Six Cents ($406,244.86), as approved by City Council Resolution 2024-90.

C. City and Contractor have entered into an Amendment No. 2 to the Agreement dated May 27, 2025, to modify the Scope of Services, extend the Term of the Agreement to June 30, 2026, and increase the Contract Sum to Six Hundred Thirty Thousand Seven Hundred Fifty Six Dollars and Forty Two Cents ($630,756.42), as approved by City Council Resolution 2025-075.

D. City and Contractor have entered into an Amendment No. 3 to the Agreement dated September 18, 2025, to modify the Scope of Services and increase the Contract Sum to Six Hundred Forty Three Thousand Three Hundred Sixty Five Dollars and Forty Two Cents ($643,365.42).

E. City and Contractor now desire to amend the Agreement to modify the Scope of Services, and increase the Contract Sum to Six Hundred Forty Four Thousand Two Hundred Forty Dollars and Forty Two Cents ($644,240.42).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

   1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

   1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 4 shall not exceed Eight Hundred Seventy Five Dollars ($875.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement,

Docusign Envelope ID: 3698F9BE-9371-4E29-BBE0-A0DF65867F25

to Six Hundred Forty Four Thousand Two Hundred Forty Dollars and Forty Two Cents ($644,240.42).

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 4, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, and 3, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 3. In the event of a conflict between the provisions of this Amendment No. 4 and the provisions of the Agreement or Amendments No. 1 through 3, the provisions of this Amendment No. 4 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. 4.

2.3 Authority. The persons executing this Amendment No. 4 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. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) entering into this Amendment No. 4 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 4 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*]

Docusign Envelope ID: 3698F9BE-9371-4E29-BBE0-A0DF65867F25

The Parties are signing this Amendment No. 4 on the date stated in the introductory clause.

CITY OF BANNING

Arturo Vela
Arturo Vela,
Interim City Manager

City Council Approval: N/A

ATTEST:

Sandra Calderon
Sandra Calderon
Acting Deputy City Clerk

CONTRACTOR

R J Storm-Larsen
NAME: R J Storm-Larsen
TITLE: Director of Business Development

NAME:
TITLE:

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 CONTRACTOR'S BUSINESS ENTITY.

Docusign Envelope ID: 3698F9BE-9371-4E29-BBE0-A0DF65867F25

ATTACHMENT 1

Executive Facilities Services, Inc.

September 25, 2025

Mr. Carl Szoyka
Public Works Superintendent
City of Banning

Dear Carl,

Thank you for allowing Executive Facilities Services, Inc., the opportunity to present to you a price quote for Monthly Service at City of Banning PD West Substation.

The enclosed pricing reflects the current scope of janitorial services and does not include any additional services such as carpet cleaning, floor care, or window cleaning. Separate quotes for these services can be provided upon request.

Janitorial Cleaning Services to include

- Service to be completed one time per month
- Trash removal
- Full Restroom cleaning and restocking
- Dry and wet mop hard floors during each service
- Wiping down horizontal surfaces and dusting each service

The total enclosed price quote represents your monthly cost, and is inclusive of:

- **All labor and supervision**
- **All materials and equipment required for janitorial services**
- **All payroll, payroll taxes, insurance, etc.**

Please do not hesitate to contact me at (951) 966-7910 in the event you have questions regarding this proposal or for additional information you deem necessary in assessing our proposal.

Francisco Mendoza
Operations Manager

Central Coast – Inland Empire – Ventura County
Office: 844-780-2626 • Fax: 951-346-3922
www.execservices.biz

AMENDMENT NO. 5 TO AGREEMENT FOR CONTRACT SERVICES (C00845) FOR CUSTODIAL SERVICES BETWEEN THE CITY OF BANNING, CALIFORNIA AND EXECUTIVE FACILITIES SERVICES, INC.

THIS AMENDMENT NO. 5 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 5") by and between the **CITY OF BANNING** ("CITY") and **EXECUTIVE FACILITIES SERVICES, INC.,** a California corporation ("Contractor") is effective as of this day: _____.

RECITALS

A. City and Contractor entered into that certain Contract dated June 7, 2023, for the purpose of providing Custodial Services ("Agreement") following Request for Proposals (RFP No.23-023), as approved by City Council Resolution 2023-92.

B. City and Contractor have entered into an Amendment No. 1 to the Agreement dated June 11, 2024, to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum to Four Hundred Six Thousand Two Hundred Forty Four Dollars and Eighty Six Cents ($406,244.86), as approved by City Council Resolution 2024-90.

C. City and Contractor have entered into an Amendment No. 2 to the Agreement dated May 27, 2025, to modify the Scope of Services, extend the Term of the Agreement to June 30, 2026, and increase the Contract Sum to Six Hundred Thirty Thousand Seven Hundred Fifty Six Dollars and Forty Two Cents ($630,756.42), as approved by City Council Resolution 2025-075.

D. City and Contractor have entered into an Amendment No. 3 to the Agreement dated September 18, 2025, to modify the Scope of Services and increase the Contract Sum to Six Hundred Forty Three Thousand Two Hundred Ten Dollars and Forty Two Cents ($643,210.42).

E. City and Contractor have entered into an Amendment No. 4 to the Agreement dated December 10, 2025, to modify the Scope of Services and increase the Contract Sum to Six Hundred Forty-Four Thousand Eighty-Five Dollars and Forty-Two Cents ($644,085.42).

F. The Parties acknowledge that clerical and calculation inconsistencies exist in Amendment Nos. 3 and 4 regarding the stated cumulative Contract Sum. The Parties desire through this Amendment No. 5 to confirm and establish the correct cumulative Contract Sum under the Agreement as Six Hundred Forty-Four Thousand Eighty-Five Dollars and Forty-Two Cents ($644,085.42) prior to the additional compensation authorized herein.

G. City and Contractor now desire to amend the Agreement to modify the Scope of Services and increase the Contract Sum to Eight Hundred Ninety Thousand Eight Hundred Ten Dollars and Six Cents ($890,810.06).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 5 shall not exceed Two Hundred Forty-Six Thousand Seven Hundred Twenty-Four Dollars and Sixty-Four Cents ($246,724.64) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Eight Hundred Ninety Thousand Eight Hundred Ten Dollars and Six Cents ($890,810.06).

1.3 Correction and Confirmation of Prior Amendment Amounts. The Parties acknowledge and agree that Amendment No. 3 and Amendment No. 4 contained clerical and calculation inconsistencies regarding the cumulative Contract Sum under the Agreement. The Parties hereby confirm and establish that:

(a) Amendment No. 3 properly increased the Contract Sum by Twelve Thousand Four Hundred Fifty-Four Dollars ($12,454.00), resulting in a cumulative Contract Sum of Six Hundred Forty-Three Thousand Two Hundred Ten Dollars and Forty-Two Cents ($643,210.42); and

(b) Amendment No. 4 properly increased the Contract Sum by Eight Hundred Seventy-Five Dollars ($875.00), resulting in a cumulative Contract Sum of Six Hundred Forty-Four Thousand Eighty-Five Dollars and Forty-Two Cents ($644,085.42).

The Parties further acknowledge and agree that any inconsistent references to cumulative Contract Sum amounts contained in Amendment No. 3 or Amendment No. 4 were inadvertent clerical or scrivener's errors, and this Amendment No. 5 shall control for purposes of confirming the correct cumulative Contract Sum under the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No.5, all provisions of the Agreement, as amended by Amendment Nos. 1 through 4, remain unchanged and in full force and effect. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 4. In the event of a conflict between the provisions of this Amendment No. 5 and the provisions of the

Agreement or Amendments No. 1 through 4, the provisions of this Amendment No. 5 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. 5.

2.3 Authority. The persons executing this Amendment No. 5 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. 5 on behalf of said party, (iii) by so executing this Amendment No. 5, such party is formally bound to the provisions of this Amendment No. 5, and (iv) entering into this Amendment No. 5 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 5 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. 5 on the date stated in the introductory clause.

CITY OF BANNING	CONTRACTOR
Elizabeth Gibbs, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:
ATTEST:	
Sandra Calderon Deputy City Clerk	

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 CONTRACTOR'S BUSINESS ENTITY.

ATTACHMENT 1

Janitorial Services

Building	Current Monthly Rate	CPI	Increase Amount	New Rate
City Hall	$ 4,151.21	3.10%	$ 128.69	$ 4,279.90
City Yard	$ 2,905.87	3.10%	$ 90.08	$ 2,995.96
Police Dep.	$ 5,396.08	3.10%	$ 167.28	$ 5,563.36
Fleet Management	$ 415.51	3.10%	$ 12.88	$ 428.39
Water Shop	$ 746.71	3.10%	$ 23.15	$ 769.85
Community & Senior Center	$ 549.46	3.10%	$ 17.03	$ 566.49
Community & Senior Center Restroom Service	$ 1,245.40	3.10%	$ 38.61	$ 1,284.01
Lions Park	$ 498.52	3.10%	$ 15.45	$ 513.98
Repplier Park	$ 498.52	3.10%	$ 15.45	$ 513.98
Roosevelt Park	$ 498.52	3.10%	$ 15.45	$ 513.98
Sylvan Park	$ 498.52	3.10%	$ 15.45	$ 513.98

Total Current Rates	Total Increase Amount / Month	FY 2027 Rates
$ 17,404.33	$ 539.53	$ 17,943.87

Supplies

Building	Current Monthly Rate	CPI	Increase Amount	New Rate
City Hall	$ 548.21	3.10%	$ 16.99	$ 565.20
City Yard	$ 383.73	3.10%	$ 11.90	$ 395.62
Police Dep.	$ 712.61	3.10%	$ 22.09	$ 734.71
Fleet Management	$ 54.82	3.10%	$ 1.70	$ 56.52
Water Shop	$ 98.62	3.10%	$ 3.06	$ 101.68
Community & Senior Center	$ 72.57	3.10%	$ 2.25	$ 74.82
Lions Park	$ 65.78	3.10%	$ 2.04	$ 67.82
Repplier Park	$ 65.78	3.10%	$ 2.04	$ 67.82
Roosevelt Park	$ 65.78	3.10%	$ 2.04	$ 67.82
Sylvan Park	$ 65.78	3.10%	$ 2.04	$ 67.82

Total Current Rates	Total Increase Amount / Month	FY 2027 Rates
$ 2,133.70	$ 66.14	$ 2,199.85

RESOLUTION 2026-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 5 TO THE CUSTODIAL SEVICES AGREEMENT WITH EXECUTIVE FACILITIES SERVICES, INC. THE AMOUNT OF $246,725 FOR FISCAL YEAR 2026-2027 CUSTODIAL SERVICES AT CITY FACILITIES

WHEREAS, on May 23, 2023, Resolution 2023-92 was approved, awarding a Custodial Services Agreement to Executive Facilities Services (EFS) in the amount of $184,752.42 with the option to renew for four (4) additional single-year periods; and

WHEREAS, on June 11, 2024, Amendment No. 1 was approved, extending the term and increasing compensation for monthly custodial services while adding janitorial supplies to the agreement for FY 2025 in the amount of $221,492.44; and

WHEREAS, on May 27, 2025, Amendment No. 2 to the agreement was approved, increasing compensation and extending the term for one year in the amount of $224,511.56, increasing the total agreement amount to $630,756.42; and

WHEREAS, during this recent period, Amendments No. 3 & 4 were administratively processed with Amendment No. 3 adding services for 3 days/week restroom cleaning services at the Senior and Community Centers, and Amendment No. 4 adding monthly PD West Substation cleaning services for a total agreement of $644,085.42; and

WHEREAS, Amendment No. 5 will extend the term for FY 2026-2027 and increase the agreement in the amount of $246,724.64, which includes $5,000 for additional services and supplies as needed; and

WHEREAS, the total agreement amounts to $890,810.06; and

WHEREAS, operational costs have been included in the Building Maintenance Fund budget, Account 704-3200-412.33-18.

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

SECTION 1. The City Council approves Amendment No. 5 to the Custodial Services Agreement with Executive Facilities Services, Inc. in the amount of $246,725 for Fiscal Year 2026-2027.

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. City Council authorizes the City Manager to make necessary non-substantive changes and to execute Amendment No. 5 with Executive Facilities Services, Inc. for Fiscal Year 2026-2027.

SECTION 4. The City Clerk shall certify 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 9th day of June 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-80, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of June 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

Exhibit A
Amendment No. 5 with Executive Facilities Services
FY 2026/2027 Custodial Services at City Facilities

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Patrick Safari, Capital Improvement Projects Manager** **Art Vela, Director of Public Works**
MEETING DATE:	**June 9, 2026**
SUBJECT:	**Consideration of Resolution 2026-82, Approving a List of Projects to be Funded for Fiscal Year 2026/2027 by SB 1 "The Road Repair and Accountability Act of 2017"**

STAFF RECOMMENDATION:

Adopt Resolution 2026-82

BACKGROUND:

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation shortfalls statewide.

SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year. The City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

The City will receive an estimated $896,442 in RMRA funding in Fiscal Year 2026/2027 from SB 1. The unexpended amount of $1,430,860.55 in RMRA funding received in previous fiscal years will be used in conjunction with Fiscal Year 2026/2027 to complete the projects. The City used its Pavement Management System to develop the SB 1 project list, helping ensure that limited transportation revenues are directed to the highest-priority improvements and used in the most efficient and cost-effective manner possible.

The preliminary cost estimate for these proposed projects is $1,890,000 as listed below.

- San Gorgonio Avenue/Westward Avenue and Lincoln Street Intersections Improvements Project- $500,000
- 12th Street AC Overlay (from Westward Avenue to Barbour Street) - $60,000
- Highland Home Road Slurry Seal (from Wilson Street to Ramsey Street) – $80,000
- Ramsey Street Slurry Seal (from 8th Street to Hargrave Street) - $400,000
- Joshua Palmer Pavement Rehabilitation - $450,000
- Highland Springs AC Overlay (From Wilson Street to the Railroad Tracks) - $400,000

JUSTIFICATION:

Local agencies are required to submit a list of projects to be funded by RMRA funds to the California Transportation Commission (CTC) by July 1, 2026 to receive funding for Fiscal Year 2026/2027.

FISCAL IMPACT:

The State Department of Finance estimates that the City of Banning will receive $896,442 in RMRA funding in FY 2026/2027 from SB 1.

ATTACHMENTS:

1. Resolution 2026-82.docx
2. SB1 Projects List.pdf

RESOLUTION 2026-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026/2027 TO BE FUNDED BY SB 1 "THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017"

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated $896,442 in RMRA funding in Fiscal Year 2025/2026 from SB 1; and

WHEREAS, this is the tenth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate six street projects throughout the City this year and hundreds of similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in at-risk condition and this revenue will help increase the overall quality of our road system and over the next decade will bring our streets and roads into good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. City Council adopts Resolution 2026-82, adopting a List of Projects to be Funded by SB 1: The Road Repair and Accountability Act of 2017.

SECTION 3. City Council authorizes the City Manager or his designee to make necessary budget adjustments and to receive and record SB 1 funding in a manner necessary to comply with the requirements of SB 1.

SECTION 4. The Fiscal Year 2026/2027 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues is attached hereto as Exhibit "A".

SECTION 5. The City Clerk is authorized to certify 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 9th day of June 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-82, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of June 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT "A"

City of Banning FY 2026-2027 SB 1 Projects

Proposed Projects List

Project Title	Project Description	Project Location	Estimated Useful Life	Anticipated Start of Project	Anticipated Completion of Project
San Gorgonio Ave/Westward Ave and Lincoln St Intersections Improvements	Upgrade the Intersections by Installing Roundabouts including new sidewalks, pedestrian crossings and striping and pavement markers.	San Gorgonio Ave and Westward Ave/Lincoln St	20 - 25 yrs	November 2026	March 2027
12th Street AC Overlay	Grind and construct 2" asphalt concrete; adjust water valve and sewer manhole covers; repair concrete curb and gutter, sidewalk, access ramps and cross gutter; and reinstall all existing striping and pavement markers.	12th Street from Westward Avenue to Barbour Street	10 - 15 yrs	October 2026	January 2027
Highland Home Road Slurry Seal	Apply crack seal and slurry seal on existing AC pavement; repair concrete curb & gutter, sidewalk, access ramps and cross gutter; and reinstall all existing striping and pavement markers.	Highland Home Road from Wilson Street to Ramsey Street	5 - 7 yrs	October 2026	December 2026
Ramsey Slurry Seal (8th St to Hargrave St)	Apply crack seal and slurry seal on existing AC pavement; repair concrete curb & gutter, sidewalk, access ramps and cross gutter; and reinstall all existing striping and pavement markers.	Ramsey St from 8th Street to Hargrave Street	5 - 7 yrs	November 2026	January 2027
Joshua Palmer Pavement Rehabilitation	Pulverizes entire asphalt layer and part of base, mixes in stabilizing agents (cement, foam asphalt), for new base. Overly with 2” asphalt concrete	Joshua Palmer from Highland Springs Ave to Apex Ave	10 - 15 Yrs	January 2027	June 2027
Highland Springs Ave AC Overlay	Grind and construct 2" asphalt concrete; adjust water valve and sewer manhole covers; and reinstall all existing striping and pavement markers.	Highland Springs Ave from Wilson Street to train tracks	10 - 15 yrs	October 2026	January 2026

EXHIBIT "A"

City of Banning FY 2026-2027 SB 1 Projects

Proposed Projects List

Project Title	Project Description	Project Location	Estimated Useful Life	Anticipated Start of Project	Anticipated Completion of Project
San Gorgonio Ave/Westward Ave and Lincoln St Intersections Improvements	Upgrade the Intersections by Installing Roundabouts including new sidewalks, pedestrian crossings and striping and pavement markers.	San Gorgonio Ave and Westward Ave/Lincoln St	20 - 25 yrs	November 2026	March 2027
12th Street AC Overlay	Grind and construct 2" asphalt concrete; adjust water valve and sewer manhole covers; repair concrete curb and gutter, sidewalk, access ramps and cross gutter; and reinstall all existing striping and pavement markers.	12th Street from Westward Avenue to Barbour Street	10 - 15 yrs	October 2026	January 2027
Highland Home Road Slurry Seal	Apply crack seal and slurry seal on existing AC pavement; repair concrete curb & gutter, sidewalk, access ramps and cross gutter; and reinstall all existing striping and pavement markers.	Highland Home Road from Wilson Street to Ramsey Street	5-7 yrs	October 2026	December 2026
Ramsey Slurry Seal (8th St to Hargrave St)	Apply crack seal and slurry seal on existing AC pavement; repair concrete curb & gutter, sidewalk, access ramps and cross gutter; and reinstall all existing striping and pavement markers.	Ramsey St from 8th Street to Hargrave Street	5-7 yrs	November 2026	January 2027
Joshua Palmer Pavement Rehabilitation	Pulverizes entire asphalt layer and part of base, mixes in stabilizing agents (cement, foam asphalt), for new base. Overly with 2” asphalt concrete	Joshua Palmer from Highland Springs Ave to Apex Ave	10-15	January 2027	June 2027
Highland Springs Ave AC Overlay	Grind and construct 2" asphalt concrete; adjust water valve and sewer manhole covers; and reinstall all existing striping and pavement markers.	Highland Springs Ave from Wilson Street to train tracks	10 - 15 yrs	October 2026	January 2027

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Elizabeth Gibbs, City Manager**

PREPARED BY: **Sandra Calderon, Deputy City Clerk**

MEETING DATE: **June 9, 2026**

SUBJECT: **Consideration of Resolution 2026-85, Calling for the Holding of a General Municipal Election on Tuesday, November 3, 2026 for the Election of Two Members of the City Council to Four Year Terms Representing Districts 4 and 5 as Required by the Provisions of the Laws of the California Relating to General Law Cities and the Banning Municipal Code, and Requesting Consolidation of the General Municipal Election with the Statewide General Election to be Held on the Same Day**

STAFF RECOMMENDATION:

Adopt Resolution No. 2026-85

BACKGROUND:

Per the California Elections Code, a resolution needs to be adopted calling for a General Municipal Election to be held on Tuesday, November 5, 2024. Adoption of this resolution must meet the requirements of the California Elections Code and be submitted to the Riverside County Registrar of Voters by June 26, 2026.

JUSTIFICATION:

This action is required under Elections Code Sections 330, 10002, and 10403.5.

FISCAL IMPACT:

Staff will budget $58,300 in FY 2026-2027 for the 2026 election cycle, including advertising all public notices and election administration performed by the Riverside County Registrar of Voters.

ATTACHMENTS:

1. Resolution_2026-85__Calling_an_Election.docx

RESOLUTION 2026-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 3, 2026 FOR THE ELECTION OF TWO MEMBERS OF THE CITY COUNCIL TO FOUR YEAR TERMS REPRESENTING DISTRICTS 4 AND 5 AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND THE BANNING MUNICIPAL CODE, AND REQUESTING CONSOLIDATION OF THE GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DAY

WHEREAS, under the provisions of the laws relating to general law cities in the State of California and Section 2.04.035 of Chapter 2.04 of the Banning Municipal Code a General Municipal Election shall be held on Tuesday, November 3, 2026, for the election of Members of City Council for the full term of four years representing Districts 4 and 5 as set forth on the Adopted Electoral District Map attached as **Exhibit A** and currently held by the following officers:

Council Member District 4 – Incumbent Richard Royce
Council Member District 5 – Incumbent Colleen Wallace; and

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

SECTION 1. Call for Election. Pursuant to the requirements of the laws of the State of California relating to general law cities, there is hereby called and ordered to be held in the City of Banning, County of Riverside, State of California, on Tuesday, November 3, 2026, a General Municipal Election of the qualified electors of the City for the following purposes:

(a) In Council Districts 4 and 5, the qualified voters of each District shall elect one Member of the City Council representing District 4, and one Member of the City Council representing District 5, respectively, each for a full four-year term;

SECTION 2. Request to Consolidate. Pursuant to Elections Code Section 10403, the Banning City Council hereby requests that the Board of Supervisors of the County of Riverside consolidate the City's General Municipal Election with the Statewide General Election to be conducted in the County on November 3, 2026 and that, within the City of Banning, the precincts, polling places, and election officers of the elections be the same, and that the Riverside County Registrar of Voters canvass the returns of the election, and that the election be held in all respects as if there were only one election. The City Council acknowledges that the election will be held and conducted according to procedures in the Elections Code, including Section 10418.

SECTION 3. Riverside County Registrar Authorized to Administer Election. Under Elections Code Section 10002, the Banning City Council further requests that the Riverside County Board of Supervisors permit the Registrar of Voters office to render services to the City of Banning relating to the conduct of the City's General Municipal Election on November 3, 2026. The City Council requests and authorizes the Riverside County Registrar to administer the election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

SECTION 4. Time for Opening and Closing of Polls. The polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Elections Code Section 10242, except as provided in Elections Code Section 14401.

SECTION 5. Ballots. The ballots to be used at the election shall be in the form and content as required by law.

SECTION 6. Conduct of Election. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7. Notice of Election. The City Clerk of the City of Banning will give notice of such election by publication in the local newspaper.

SECTION 8. Filing of Resolution with Registrar. The City Clerk of the City of Banning is authorized and directed to file a certified copy of this Resolution forthwith with the Clerk of the Board of Supervisors of Riverside County and the Registrar of Voters.

SECTION 9. Additional Notice. Notice of the time and place of holding the election is given and the City Clerk and Registrar are authorized, instructed and directed to give such further or additional notice of the election, in time, form and manner as may be required by law.

SECTION 10. Certification of Resolution. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 9th day of June 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-85, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of June 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A

MAP OF COUNCIL DISTRICTS BOUNDARIES
As Updated by Ordinance 1581 in March 2022

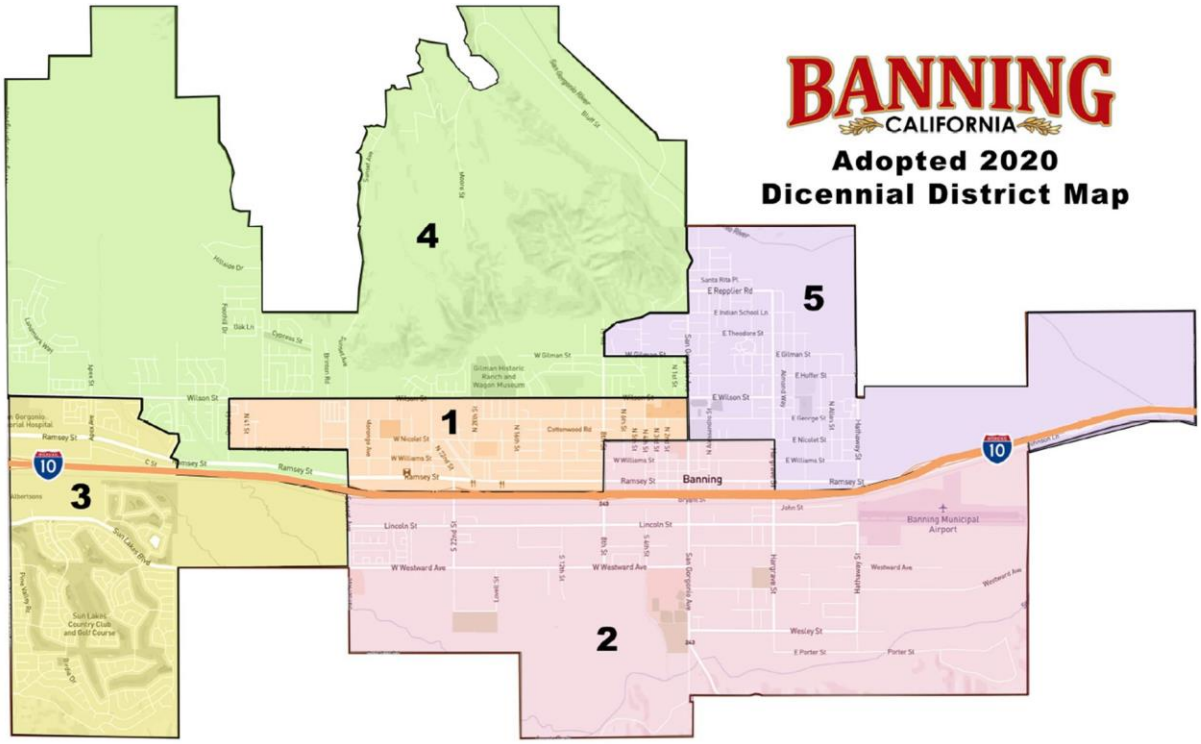


EXHIBIT A

DETAILED 2020 ADOPTED DISTRICT BOUNDARIES

District 1: Beginning at the intersection of Sunset Avenue and I-10, proceeding northerly along Sunset Avenue until Jacinto View Road; thence proceeding westerly along Jacinto View Road until Omar Street; thence proceeding northerly along Omar until Wilson Street; thence proceeding easterly along Wilson Street until San Gorgonio Avenue; thence proceeding southerly along San Gorgonio Avenue until Nicolet Street; thence proceeding westerly along Nicolet Street until Eighth Street; thence proceeding southerly along Eighth Street until I-10, thence westerly along I-10 to Sunset Avenue which is the point of origin.

District 2: Beginning at the intersection of Westward Avenue and Sunset Avenue; proceeding northerly along Sunset Avenue until I-10; thence proceeding easterly along I- 10 until 8th Street; thence proceeding northerly along 8th Street until Nicolet Street; thence proceeding easterly along Nicolet Street until Hargrave Street; thence proceeding southerly along Hargrave Street until I-10; thence proceeding easterly along I-10 until the border of the Morongo Tribal Reservation; thence proceeding southerly along the border of the Morongo Tribal Reservation until the City border; thence proceeding clockwise along the City border until the point of origin.

District 3: Beginning at the intersection of Wilson Street and Highland Springs Avenue; thence proceeding easterly along Wilson Street until Kingswell Drive; thence proceeding southerly along Kingswell Drive until Spring View Drive; thence proceeding easterly along Spring View Drive until Meridian Avenue; thence proceeding southerly along Meridian Avenue, which becomes Highland Home Road and its extension until I-10; thence proceeding easterly along I-10 until Sunset Avenue; thence proceeding southerly along Sunset Avenue until the City border; thence proceeding clockwise along the City border until the point of origin.

District 4: Beginning at the intersection of Wilson Street and Highland Springs Avenue: thence proceeding easterly along Wilson Street until Kingswell Drive; thence proceeding southerly along Kingswell Drive until Spring View Drive; thence proceeding easterly along Spring View Drive until Meridian Avenue; thence proceeding southerly along Meridian Avenue, which becomes Highland Home Road and its extension until I-10; thence proceeding easterly along I-10 until Sunset Avenue; thence proceeding northerly along Sunset Avenue until Jacinto View Road; thence proceeding westerly along Jacinto View Road until Omar Street; thence proceeding northerly along Omar to Wilson Street; thence proceeding easterly along Wilson Street until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until Gilman Road; thence proceeding westerly along Gilman Road until 8th Street; thence proceeding northerly along 8th Street until Indian School Lane; thence proceeding easterly along Indian School Lane until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until the City border; thence proceeding counter-clockwise along the City border until point of origin.

District 5: Beginning at the intersection of the Morongo Tribal Reservation and the southern border of the City, proceeding northerly along the border of the Morongo Tribal Reservation until I-10; thence proceeding westerly along I-10 until Hargrave Street; thence proceeding northerly along Hargrave Street until Nicolet Street; thence proceeding westerly along Nicolet Street until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until Gilman Street; thence proceeding westerly along Wilson Street until 8th Street; thence proceeding northerly along 8th Street until Indian School Lane; thence proceeding easterly along Indian School Lane until San Gorgonio Avenue; thence proceeding northerly along San Gorgonio Avenue until the City border; thence proceeding clockwise along the City border until the point of origin.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**June 9, 2026**
SUBJECT:	**Consideration of Resolution 2026-86, to Revise the Appropriation Listed in Approved Resolution 2026-45 to Include Funding From the Sun Lakes Boulevard Extension Project for Inspection Services**

STAFF RECOMMENDATION:

Adopt Resolution 2026-86

BACKGROUND:

The construction contract for the Sun Lakes Boulevard Extension Project has been awarded by City Council. A requirement of public works construction is inspection services. City staff initially anticipated that inspection work could be completed by City staff. Based on current and projected development and encroachment activity over the duration of the Sun Lakes Boulevard Extension Project construction, it is now apparent that additional inspection services are necessary to meet expected inspection demand.

Engineering Resources of Southern California (ERSC) was awarded a contract for plan check and inspection services with approval of Resolution 2023-88 after an open and competitive request for proposal (RFP) process. Under this proposal, ERSC would supplement City staff to inspect portions of the Sun Lakes Boulevard Extension Project under their existing contract, and recently amended with Resolution 2026-45, Amendment No. 5 to the professional services agreement.

While no change in the total appropriation authorized in Resolution 2026-45 is proposed, staff is requesting a change in the funding accounts that would appropriate a portion of the total with funds from the Sun Lakes Boulevard Extension Project.

JUSTIFICATION:

In the course of construction, it is necessary for the City of Banning to perform inspections of the work to ensure that construction meets City standards and specifications. After discussing with staff, it is apparent that additional inspection services are necessary to meet the demands of the Sun Lakes Boulevard Extension Project without degrading other inspection obligations throughout the City.

FISCAL IMPACT:

Revise the funding appropriation approved in Resolution 2026-45 as follows:

- $1,475,000 from fund 001-3000-442.33-53
- $125,000 from fund 101-4900-431.93-16

The total appropriation from Resolution 2026-45 is unchanged. The funding from Fund 101 would track the expense as part of the capital project, and would be eligible for reimbursement by the grants for the construction of the Sun Lakes Boulevard Extension Project and reduce the fiscal impact from the General Fund. Based on the provided construction schedule and inspection needs, staff estimates that $125,000 is a reasonable estimate of the inspection work to be completed.

ATTACHMENTS:

1. CC Resolution No. 2026-45.pdf
2. Resolution_2026-86_JT_6.4.26.docx

RESOLUTION 2026-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA FOR AN ADDITIONAL $1,600,000 FOR PLAN CHECK, INSPECTIONS AND RELATED ADMINISTRATIVE SERVICES

WHEREAS, the Public Works Department administers an array of services including management of capital improvement and infrastructure projects related to the design and construction of water, wastewater, streets, storm drain and building infrastructure; and

WHEREAS, as part of these responsibilities, staff manages public works projects related to private development and determined a need for additional resources in consideration of the current and anticipated increases in workload related to future private land development activities in order to maintain an acceptable level of service; and

WHEREAS, on May 9, 2023, the City Council of the City of Banning adopted Resolution No. 2023-88 awarding a professional services agreement to Engineering Resources of Southern California (ERSC) in the amount of $550,000 for plan checks, inspections and related administrative services; and

WHEREAS, on January 9, 2024, the City Council adopted Resolution No. 2024-08 approving Amendment No. 1 to the professional services agreement with ERSC for an additional $450,000 for plan check, inspections and related administrative services; and

WHEREAS, on April 9, 2024, the City Council adopted Resolution No. 2024-53 approving Amendment No. 2 to the professional services agreement with ERSC for an additional $900,000 for plan check, inspections and related administrative services and to extend the agreement to through June 30, 2025; and

WHEREAS, on December 10, 2024, the City Council adopted Resolution No. 2024-198 approving Amendment No. 3 to the professional services agreement with ERSC for an additional $1,000,000 for plan check, inspections and related administrative services; and

WHEREAS, on September 9, 2025, the City Council adopted Resolution No. 2025-124 approving Amendment No. 3 to the professional services agreement with ERSC for an additional $500,000 for plan check, inspections and related administrative services; and

WHEREAS, funds allocated to the current professional services agreement with ERSC will be exhausted as current authorized work is completed; and

WHEREAS, the Public Works Department anticipated inspection fees for additional land development at Atwell and other projects throughout the City between now and the end of the fiscal year; and

WHEREAS, the amount of plan checks and inspections related to the Atwell Development have exceeded staff's expectations and has resulted in a need to increase the Professional Services Agreement with ERSC by $500,000 in order to continue receiving their services; and

WHEREAS, an appropriation from the General Fund in the amount of $1,600,000 to Account No. 001-3000-442.33-53 is required to fund Amendment No. 5 and will be directly offset by revenues collected from plan check and inspection fees collected by the Public Works Department in Account 001-3000-351.35-55; and

WHEREAS, the payment methodology for developer plan check project is being revised from a time and materials basis to a fixed fee basis consistent with the current users fees collected for plan checking purposes.

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

SECTION 1. The City Council approves Amendment No. 5 to the Professional Services Agreement with Engineering Resources of Southern California in the amount of $1,600,000 for an amended not-to-exceed contract amount of $5,000,000.

SECTION 2. The City Council approved the term extension of the Professional Services Agreement with Engineering Resources of Southern California to June 30, 2027.

SECTION 3. The City Council authorizes the City Manager to make non-substantive changes to Amendment No. 5 and to execute Amendment No. 5 with Engineering Resources of Southern California on behalf of the City Council.

SECTION 4. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 5. 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 10th day of March, 2025.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLC

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-45, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of March 2026 by the following vote, to wit:

AYES: Barrington, Flynn, Miller, Royce, Wallace

NOES: None

ABSENT: None

ABSTAIN: None

Sandra Calderon

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A
Amendment No. 5

AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT (C00805) FOR PLAN CHECK AND INSPECTION SERVICES BY AND BETWEEN CITY OF BANNING AND ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

THIS AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT FOR PLAN CHECK AND INSPECTION SERVICES ("Amendment No. 5") by and between the **CITY OF BANNING** ("City") and **ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.,** a California corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated July 1, 2023, for the purpose of providing Plan Check and Inspection Services ("Agreement") following Request for Proposals (RFP No. 23-001), Plan Check and Inspection Services and approved by City Council Resolution 2023-88.

B. City and Consultant have entered into an Amendment No. 1 to the Agreement dated January 11, 2024, to increase the Contract Sum to $1,000,000.00, as approved by City Council Resolution 2024-08.

C. City and Consultant have entered into an Amendment No. 2 to the Agreement dated April 4, 2024, to increase the Contract Sum to $1,900,000.00, as approved by City Council Resolution 2024-54.

D. City and Consultant have entered into an Amendment No. 3 to the Agreement dated December 12, 2024, to increase the Contract Sum to $2,900,000.00, as approved by City Council Resolution 2024-198.

E. City and Consultant have entered into an Amendment No. 4 to the Agreement dated September 17, 2025, to increase the Contract Sum to $3,400,000.00, as approved by City Council Resolution 2025-124.

F. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to June 30, 2027, increase the Contract Sum to $5,000,000.00, add a new exhibit to the Schedule of Compensation as Exhibit "C-2," and amend Section 2.2 and 3.4.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The maximum compensation for the Services performed pursuant to this Amendment No. 5 shall not exceed One Million Six Hundred Thousand Dollars ($1,600,000.00) thereby

increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Five Million Dollars ($5,000,000.00).

2. The document entitled "City of Banning – Public Works Department User Fees (Effective January 15, 2026 to December 31, 2026)", attached hereto as Exhibit "C-2" and incorporated herein by this reference, is hereby added to the Agreement as Exhibit "C-2." Exhibit "C-2" shall form part of the Schedule of Compensation and shall govern the rates and/or fixed fees applicable to Services performed during the effective period specified therein.

3. The Section 2.2 Method of Compensation will be deleted in its entirety and replaced with the following language:

> "The method of compensation under this Agreement may include: (i) a fixed lump sum payment for completion of all or a portion of the Services, including as set forth in Exhibit "C-2", (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 Exhibit "C-1", provided that time estimates are supplied for performance of sub-tasks and total compensation does not exceed the Contract Sum, or (iv) such other methods as may be expressly set forth in the Schedule of Compensation.
>
> Where compensation is designated as a fixed fee pursuant to Exhibit "C-2," such amount shall not be subject to adjustment based upon actual time or materials expended, except as otherwise authorized in writing pursuant to Section 1.8."

4. The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2027, unless sooner terminated or extended as provided in the Agreement.

5. Miscellaneous Provisions

.1 Continued Effect of Agreement. Except as amended by this Amendment No. 5, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1, 2, 3,4 and 5. In the event of a conflict between the provisions of this Amendment No. 5 and the provisions of the Agreement or Amendment Nos. 1, 2, 3,4 and 5, the provisions of this Amendment No. 5 shall control.

.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. 5.

.3 Authority. The persons executing this Amendment No. 5 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. 5 on behalf of said party,

(iii) by so executing this Amendment No.5, such party is formally bound to the provisions of this Amendment No.5, and (iv) entering into this Amendment No. 5 does not violate any provision of any other agreement to which said party is bound.

.4 Counterparts. This Amendment No. 5 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

.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. 5 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Elizabeth Gibbs, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:
ATTEST:	
Sandra Calderon Acting Administrative City Clerk	
APPROVED AS TO FORM: Slovak Baron Empey Murphy & Pinkney LLP	
John O. Pinkney 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.

EXHIBIT "C-2"

CITY OF BANNING – PUBLIC WORKS DEPARTMENT USER FEES
(EFFECTIVE JANUARY 15, 2026 TO DECEMBER 31, 2026)

(ATTACHED BELOW)

RESOLUTION 2026-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, REVISING THE APPROPRIATION LISTED IN APPROVED RESOLUTION 2026-45 TO INCLUDE FUNDING FROM THE SUN LAKES BOULEVARD EXTENSION PROJECT FOR INSPECTION SERVICES

WHEREAS, the City Council adopted Resolution 2026-45 on March 10, 2026, approving Amendment No. 5 to the Professional Service Agreement with Engineering Resources of Southern California for an additional $1,600,000 for plan check, inspections, and related administrative services; and

WHEREAS, the Public Works Department subsequently identified a need to supplement inspection services for the Sun Lakes Boulevard Extension Project; and

WHEREAS, the funding program for the Sun Lakes Boulevard Extension project includes a combination of reimbursement funding from the Riverside County Transportation Commission and the Western Riverside Council of Governments; and

WHEREAS, the proposed amendment would reduce the general fund allocation from Account 001-3000-442.33-53 by $125,000 and replace the allocation from 101-4900-431.93-16 for $125,000; and

WHEREAS, the proposed amendment does not change the previous total appropriated with Resolution 2026-45.

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

SECTION 1. The City Council amends Resolution 2026-45 to revise the funding sources on the previous action, without any additional appropriation above the $1,600,000 appropriated with Resolution 2026-45.

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 9th day of June, 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLC

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-86, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of June 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Marisol Lopez, Economic Development Manager**
MEETING DATE:	**June 9, 2026**
SUBJECT:	**Receive & File Update, City of Banning Participation at the 2026 ICSC Las Vegas Conference**

STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file an update regarding the City of Banning's participation at the 2026 ICSC Las Vegas Conference, held May 18–20, 2026, in Las Vegas, Nevada.

BACKGROUND:

Each year, representatives from the City of Banning attend the ICSC Las Vegas Conference as part of the City's ongoing economic development, business attraction, and retail recruitment efforts. ICSC Las Vegas is recognized as one of the largest commercial real estate and retail development events in the country, bringing together more than 25,000 decision-makers for dealmaking, networking, and marketplace industry discussions.

ICSC, which stands for Innovating Commerce Serving Communities, is the member organization for the advancement of the Marketplaces Industry. The Marketplaces Industry includes the places and spaces where people shop, dine, work, play, and gather, and is foundational to local communities and economies.

For the 2026 conference, the City of Banning partnered with the Riverside County Office of Economic Development, which hosted a pavilion in Central Hall, Booth #2459J. Riverside County's pavilion included 11 city partners and provided shared meeting and display space for participating agencies. This partnership allowed the City to maintain a professional presence at the conference in a cost-effective manner by reserving meeting space within the County booth, displaying City marketing materials, and meeting with developers, brokers, and retailers without the significant financial and staffing costs associated with securing and operating a separate dedicated booth.

The City of Banning's attendance included the following representatives:

- Richard Royce, Mayor
- Leroy Miller, Councilmember
- Elizabeth Gibbs, City Manager
- Art Vela, Public Works Director
- Marisol Lopez, Economic Development Manager

Many cities attending ICSC include City Managers, elected officials, department heads, and economic development staff because retail recruitment and development opportunities often require coordinated discussions related to land use, infrastructure, utilities, permitting, public improvements, and long-term community vision.

Throughout the conference, City representatives participated in pre-scheduled meetings with developers, brokers, and retail tenants interested in the City of Banning. Staff also conducted drop-in meetings and informal discussions with industry representatives. These conversations provided opportunities to promote Banning's growth, available development sites, municipal utility advantages, development processes, City-owned properties, and current and future investment opportunities.

In addition to marketing the City's overall economic development opportunities, staff brought materials highlighting select City-owned properties and opportunity sites. These materials supported discussions regarding potential investment, redevelopment, and activation of underutilized properties within the City. Marketing these properties is consistent with the City's broader effort to evaluate public land assets and identify opportunities that may support economic development, generate revenue, encourage private investment, and advance long-term fiscal sustainability.

Conference discussions also focused on downtown revitalization and strategies for creating activated, walkable downtown environments. A session titled "Ground Floor Solutions: Strategies for Filling Empty Downtown Storefronts" highlighted several practical tools, including downtown beautification and maintenance programs, power washing programs, Business Improvement Districts (BIDs), small business support programs, arts and culture districts, flexible zoning, downtown retail activation plans, office-to-residential conversions, and other approaches to reduce barriers to business attraction.

A recurring theme was the importance of cities actively telling their downtown story, investing in downtowns, and creating environments that encourage entrepreneurship and private investment. Staff also toured Downtown Container Park, which provided ideas for future activation and placemaking opportunities, including potential concepts for 150 E. Ramsey Street, container-based business incubators, public-private partnerships, food and retail activations, micro-business spaces, and models similar to SteelCraft Garden Grove. These concepts may help support small businesses and activate underutilized spaces in Downtown Banning.

The City's participation was also supported by Riverside County's broader marketing efforts, including promotion through social media platforms, LinkedIn, and the Riverside County Office of Economic Development website. The County's regional presence helped increase visibility for the City of Banning and other partner cities within the shared economic development booth.

Interest in the City of Banning appears to have increased over the past several months. This is likely due, in part, to the public announcement that Sam's Club is coming to Banning as part of the Sunset Crossroads project by NorthPoint Development, as well as continued interest from Regency Centers in the 23-acre Atwell retail site.

For competitive industry reasons, the City must keep the names of specific developers, brokers, and retail tenants confidential at this time. However, the prospective users who met with City representatives represent highly desirable opportunities that could bring significant economic benefits to Banning, including new sales tax and property tax revenue, job creation, and expanded services for residents.

JUSTIFICATION:

The City's participation in ICSC Las Vegas directly supports the City of Banning's economic development goals and aligns with the City's Strategic Plan, **"Banning 2030: Designing Our Future Today**,**"** as well as the City's financial and operational "workout plan," which is focused on moving the City from past fiscal deficits toward long-term financial sustainability.

Retail recruitment, business attraction, and private investment are key components of strengthening the City's General Fund. New commercial development can generate sales tax, property tax, utility revenue, employment opportunities, and expanded services for the community. Participation in ICSC allows the City to proactively market Banning to local, regional, and national retailers, developers, brokers, and site

selectors who may not yet be familiar with Banning's growth, available land, infrastructure capacity, municipal utilities, and strategic location along the I-10 corridor.

Participation in ICSC supported several goals from the City's 2030 Plan, including business attraction, expansion of the local tax base, activation of underutilized land, strengthened regional partnerships, and proactive development readiness. The conference also supported the City's goal of becoming more business-ready and competitive by allowing staff to discuss development processes, infrastructure needs, utilities, available sites, City-owned properties, and future opportunities directly with interested developers, brokers, and retailers.

The shared booth partnership with Riverside County provided the City with a professional presence at the conference while conserving financial and staffing resources. It also allowed City representatives to benefit from regional visibility, coordinated marketing, and spontaneous interactions with Riverside County representatives, partner cities, regional agencies, and private-sector representatives.

Staff will continue economic development recruitment efforts throughout the year and follow up with interested developers, brokers, and retailers from the conference. Staff also offers site visits, development meetings, and tours of Banning to better showcase the City's housing growth, commercial corridors, City-owned properties, opportunity sites, municipal utilities, infrastructure, and development potential. This effort supports the City's broader goal of being proactive, business-ready, and competitive in attracting quality development that contributes to long-term fiscal recovery, economic sustainability, and improved quality of life for Banning residents.

FISCAL IMPACT:

The cost for the City of Banning's partnership with Riverside County for shared booth and meeting space at the 2026 ICSC Las Vegas Conference was **$4,300**. This expense was paid from the budget account: 001-1210-412-41-46.

Additional travel-related expenses, including conference registration, lodging, mileage, meals, and other authorized costs, were processed in accordance with City policies and approved budget procedures, as applicable. The approximate total cost for these travel-related expenses is currently estimated at **$11,183.20**; however, staff is still reconciling final travel expenses from budget account: 001-1000-4.11-23-05.

ATTACHMENTS:

1. LASVEGAS2026_Exhibitor_List_06-02-2026 (1).pdf
2. SouthHall_ICSC2026_Map.png
3. ICSC_CenteralHall_2026.png
4. 2026 ICSC Partnership Flyer.png
5. Banning_02-12-26 - Big Box.pdf

ICSC LAS VEGAS 2026

Company Listing as of 6/2/26

Name	Booth
1031 Specialists	10PT
1045 Commercial Property Management	4950S
16 Handles	1140X
3 Valley Construction	5009P
4EverCharge	506U
4th Dimension Properties	2930G
58 INC | Shelby County EDC	5103P
7-Eleven, Inc.	632V
A&G Realty Partners, LLC	4450S
A. T. Meridian Construction	742X
A.J. Dwoskin & Associates, Inc.	2482L
A10 Capital, LLC	3818
Abernathy Development Company, LLC	5455R
Acadia Realty Trust	2451I
Accruent	25PT, 5744R
Ackerman & Co	2224G
Acoustiblok, Inc.	2481L
Acres	418U
Action Behavior Centers	851X
ADA Compliance Consultants	3425G
Adams County Development Council	920U
Adaptive Property Solutions, Inc.	1119U
Advan Research Corporation, LLC	3242I
Advance Auto Parts	339W
Advanced Drainage Systems, Inc.	4951S
Adventure Golf & Sports	3464J
Agora Realty & Management	3260J

Agree Realty	1035V
Ahold Delhaize	5631Q
AiCRE Partners, Inc.	3815
Akún México	3477K
Alabama League of Municipalities	508U
Albanese Cormier Holdings, LLC	2130H
Alexander & Baldwin	2786L
All County Paving	2475k
ALL OUT Parking Lots	3331H
Alliant Insurance Services, Inc.	5545R
Alpha Real Estate Advisors	1121V
Alpha Video Surveillance	3244I
Alpha Vision	743X
ALTO Real Estate Funds	MRC104
AmCap	2048I
AMERESCO	3084L
America First Credit Union	3819
American Textile Recycling Service	2383L
Amped Fitness	953X
AmTrust Title Insurance Company	2962K
Anchor Retail	2224G
Anton Systems, Inc.	3426G
Applied Media	3412F
ARC Real Estate group	2224G
ArchiWise AI	3316F
ARCTRUST	4837R
Arizona Partners	4931Q
Aronov Realty Management, Inc.	2037H
Asbestways Solutions Corp.	3085L
Ashkenazy Acquisition Corp.	2841I
Ashley Group	5044R
Aston	1709L

Asylon Robotics	3446I
AT&T Mobility	2387L
ATAS International, Inc.	3361J
Athena Property Management	4938R
Atlantic Retail	2224G
Atlas Civil Design	3275K
Atlas Global Advisors	44PT
Auburn University - Masters of Real Estate Development	3442H
Autodesk	55PT
Autolane	46PT
AUTOParkit	2414G
AutoZone, Inc.	107U
Avis Budget Group, Inc.	5443S
Avison Young	2625G
AW Services Group	912V - E
Axis Exterior Solutions	2864K
Azira	2925G
B+E	4157S
Baltimore Development Corporation	3106F
Bang Realty	5254S
Basser Kaufman	2124G
BC Wood Properties	2676K
Beall Corp	2410F
Benderson Development Company, LLC	5122Q
Berkeley Capital Advisors	SMR230
Beta	2265J
BH Properties	5337R
Bialow Real Estate	2422G
Big V Property Group	2961J
Blackwater Real Estate, LLC	5455R
Bohler	SMR231
Bojangles' Restaurants, Inc.	5230Q

Bonchon Restaurants	325V
Bowman Consulting Group	SMR220
Boyan Holding Inc.	3234H
Brandmarch	29PT
BreatheEV	60PT
Breslin Realty Development Corp.	3176K
BridgeCore Capital Inc	3803
BrightLife Designs	3443H
Brinker International	1111U
Brisky Net Lease	3318G
Brixmor Property Group	2006G
Broad Reach Retail Partners, LLC	707U
Broadstone Net Lease, Inc.	5457S
Bryckel AI	34PT
Bucksbaum Properties	1626M
Burlington Stores, Inc.	4845R
Butler Enterprises	2912G
Buxton by Audiense	5121Q
C&K Paving Contractors	5205P
C.F. Smith Property Group	3808
Cadillac Fairview	2615G
Cafaro	1726M
Caleres	839W
Callaway Chamber of Commerce	3280K
Calvert Street Group	2907F
Cambridge Innovation	3274K
Capital Retail Properties	3015G
Capitol Real Estate Advisors, Inc.	4007Q
Care Crates	5161S
Carnegie Companies, Inc.	3805
Carpionato Group	5223Q
CASTO	4744R

CBL Properties	2807F
CBRE	2022G
CCA Acquisition Company, LLC	2958J
CDO Group	610U
Celina Economic Development Corporation	619V
Centennial Advisers	2881L
Centennial Real Estate	2434I
CenterCal Properties, LLC	2252I
CenterCheck	2409F
Centralia Outlets/R.K. Getty Corp	3341H
ChainLinks Retail Advisors, Inc.	4607Q, 4707Q
ChainXY Solutions Inc.	518U
Charles Company	5301O
Chase Bank	5136R
Chase Properties Ltd.	4251S
Checkers & Rally's	324V
Chicken Salad Chick	5448S
Children of America	210U
Chipotle Mexican Grill	117V
Choice Hotels International, Inc.	407U
CIM Group, Inc.	2650I
Circle K Stores Inc.	807U
Citrin Cooperman	3406F
City of Albertville	908U
City of Andalusia	3335H
City of Auburn	3177K
City of Aurora	3320G
City of Beaumont, CA	3163J
City of Bellflower	3362J
City of Birmingham	2909F
City of Bullhead City	5340R
City of Carson	5514P

City of Chino	248X
City of Costa Mesa	5209P
City of Dana Point	153Y
City of Fontana	3324G
City of Fountain Valley	3278K
City of Garden Grove	3276K
City of Grapevine - Grapevine, TX	5034R
City of Hammond, Indiana	310U
City of Kingman	5456S
City of La Porte	5637R
City of La Vergne, Tennessee	3206F
City of Lake Forest	3282L
City of Lehi	3080L
City of Madisonville	3125G
City of Mansfield	2551I
City of Manteca	3268K
City of McHenry	3364J
City of Menifee	4857S
City of Mentor	3181K
City of Montclair	3184L
City of Moreno Valley	4337R
City of North Port, FL	5817O
City of Ontario	4937R
City of Orlando	5649S
City of Page	5818O
City of Peru	3264J
City of Portland	845X
City of Rancho Santa Margarita	3223G
City of Rialto	3135H
City of Riverside - Economic Development Department	2960K
City of Roanoke	941X
City of San Jacinto	5005P

City of San Luis	3470K
City of Santa Ana	3360J
City of Sherman	3179K
City of Westminster	3339H
City of White House	739W
CityScapes Architectural Innovations	3410F
Citywave USA	473Y
CKE Restaurants Holdings, Inc.	5446S
CLG Lighting & Design	2886L
Club Car Wash	220V
Coakley Brothers and Brothers Interiors	3314F
Cobblestone Hotels	3365J
Cocca Development, Ltd	5015P
Coldwell Banker Commercial Affiliates	4631Q
Colliers	4009Q
CommercializeIQ	41PT
Complete Solutions & Sourcing	912V - F
CompStak	2860J
Comstock Companies	3480K
Coniq	35PT
Connect CRE	1116U
Continental Realty Corporation	2679L
COR Development Company, LLC	5156S
CORFAC International	2576K
CoStar Group	2641I, 611U, MRC 206 Second Floor Meeting Room
CP Partners	222U
Crawford Square Real Estate Advisors, LLC	4445R
CRE/Companies	317U
CRENEX	28PT
CREtelligent	4PT
CREW Network	3006F
Crexi	2825G

Crossman & Company	SMR221
CrossMarc Services, LLC	MRC103
Crosspoint/Sansome Pacific	5012P
Crunch Fitness	631V
CSA Partners	3475K
CTO Realty Growth	5244R
Cullinan Properties LTD	5328Q
Curbline Properties	2850I
Cushman & Wakefield	2335I
Dairy Queen	5531Q
Dataplor	3343I
David Cronheim Mortgage Corp.	4010Q
David Weinert & Associates	2974K
De Rito Partners, Inc.	816V
DealGround	2662J
Dealius	5PT
DealPoint Merrill	240W
DealSumm	3288K
Defease with Ease | Thirty Capital	5652S
Deferred.com	4014Q
Dekra-Lite	3328G
DEPASQUALE, KELLEY & COMPANY	5010P
Designer Palms	3342I
Development Corporation of Mercedes	516U
Development Management Group, Inc.	5507O
Dexter Laundry, Inc.	5716O
Dhanani Private Equity Group	318U
DiMarco Group	2139H
Dine Brands Global	239W
Divaris Real Estate	2224G
Diversified Partners	5345S
DLC Management Corporation	4044R

Dollar General Corporation	5145R
Dollar Tree	4921Q
Domino's Pizza	835V
Downtown Austin Alliance	2915F
Doyle Construction	3292K
DPI EXETER™	49
DRA Advisors LLC	2439I
Drake Development, LLC	5237R
Drexel Realty Partners	5615O
DUCS	30PT
Duro-Last Roofing	3082L
Dutch Bros Coffee	1046X
DWS	5229Q
East Montgomery County Improvement District	1713M
Eastern Retail Properties	5247R
ECAM	912V - A
ECHO Realty	2863K
Economic Development Corporation of Lea County	5557S
EDCUtah	5259S
EDENS	2424G
EDGE Realty Partners	5315P
Edgewood Properties	2062J
Edinburg Economic Development Corporation	143Y
El Pollo Loco, Inc	338V
Elcan and Associates Inc	5231Q
ElectriCities of N.C., Inc.	2380L
Electrify America	2706F, N115
Elev8 Fun	5753S
Elevate Net Lease	2882L
Elite Paving Group	3273K
Empower Construction	3330H
Encore Real Estate Investment Services, LLC	5215P

Endeavor Real Estate Group	4550S
Ensight Technologies	3344I
Enviro-Master International Franchise, LLC	3246I
EOS Fitness	207U
Equity, LLC.	540W
ES&A Sign & Awnings	432W
Esri	27PT, 3220F
Essential Capital Advisors	4449S
Essential Properties Realty Trust	5256S
Ethan Conrad Properties	2658J
Everest Systems	3428H
Evergreen Devco, Inc	2072K
EVgo	1PT
Evium Charging	5202P
Evry Space	37PT
Examen	2719G
Excel Engineering	3458J
EXFLEX Property Services	4018Q
Extended Stay America	5611O
Exteros, Inc.	3445I
EyeQ Monitoring	52PT
F&D Partners	4456S
Fairmont Sign Company	1142X
Fairway Investments	SMR229
Falcon Rappaport & Berkman LLP	817U
Falcon Realty Advisors	2224G
FARO INSIGHT a Business of AMETEK, Inc.	3332H
Federal Realty Investment Trust	2415G
Ferguson Properties	2224G
FiberTite Roof Systems	1039X
Fidelis Realty Partners	5218Q
Fifth Corner	3807

First American Data & Analytics	3350I
First Hartford Realty Corporation	5004P
First National Realty Partners	4156S
First Washington Realty, Inc.	2815G
First Western Properties	2224G
Fitness International, LLC	4048S
Five Below Inc.	232V
Flaum Management Company Inc. / LLD Enterprises	5645R
Flock Safety	62PT
Florida International University	3456I
FlowRider	431V
Fortis Bank	3435H
Fortis Net Lease	3800, 3804
Franklin Street	4207Q
Freddy's Frozen Custard and Steakburgers	935V
Fujimi, Inc.	1041X, 1045X
Fyxt	2780L, 33PT
G.J. Grewe Brokerage and Development/RSolution	2307F
G4CM	550X
Gantry	3809
Gashapon- Bandai Namco Toys & Collectibles America Inc.	852X
Gator Investments	3053J
Gazit Horizons, Inc.	2580L
GBT Realty Corporation	4730Q
GENDA Americas	3430H
Gibraltar Management Co., Inc.	4831Q
GK Development Inc.	5331Q
Glenwood	645X
Glimcher Group Inc.	5323Q
Global Guru LLC	5102P
GlobeSt.	3359J
Go4 Gold Inc	3107F

Goddard Systems, LLC	118U
Golden Corral	939W
Goodale and Barbieri Company	640W
Goodman Real Estate Services Group	4352S
Goodwill/Thrive Real Estate Group	520V
Gordon Brothers	4944R
GoTo Foods	532V
Graco Real Estate Development	4040R
Graham Corporation	4344R
Grant & Lewis	716U
Great Clips Inc.	5322Q
Green Team Worldwide Environmental Group	3372K
GreenLite	750X
Greystone Construction	3087L
GrowthFactor	1009U, 16PT
Gumption	3812
H Mart Inc	5144R
Hakimi Capital Group LLC	4454S
Halpern Enterprises, Inc.	5242R
Hamburg Place	4904P
Hanley Investment Group Real Estate Advisors	4054S
Hard Corner LLC	4656S
Hawkins Companies	5504P
HdL Companies	3347I
Heartland Dental, LLC	410U
Heidenberg Properties Group	2319G
Hendon Properties, LLC	2859J
Hendricks Commercial Properties	2964K
Henry ai	2784L
High Inspectations	2914G
Hilco Real Estate	2412F
Hill Partners, Inc.	2538I

Hilton	5306P
Hines	1700K
Holiday Light Installations	3352I
Hollandsworth Construction	843X
Horizon Group Properties, Inc.	2707F
Horvath & Tremblay	4245R
HTeaO	531V
Hubexo	910U
Hunington Construction	5157S
Hunington Properties Inc.	5146S
Hurst Euless Bedford (HEB) Economic Development Foundation	4961S
Hutensky Capital Partners	2071J
HUTTON / ModWash	5248S
ICON International, Inc.	5257S
ID Plans	19PT, 3077K
Ignite Retail Partners	2211F
IHG Hotels & Resorts	5718P
Imaginuity	22PT
Impactplan Art Productions	3459I
Impruv Painting & Contracting	5211P
InConvenience Inc	3321H
Indie Signs	5816O
Inland Real Estate Group of Companies, Inc., The	2025G
Inno Partners	911U
InSite Real Estate	5232Q
Inspire Brands	332V
Institutional Property Advisors	4307Q
Integra Premier Construction	3387K
International Property Syndications, LTD c/o Triple Five Group of Companies	2607F
InvenTrust Properties Corp.	2325G

InvestNext	MRC 205 - Second Floor Meeting Room
Irvine Company	2651I
IVIS Security	1108U
J.C. BAR	5356S
Jack In The Box	5105P
Jamestown, as North American Properties	2632H
Jersey Mike's Franchise Systems	5849Q, 5850Q, 5855Q
JH Real Estate Partners, Inc.	4938R
Jiffy Lube	316U
JINUSHI USA INC.	3250I
JLL	2007G
JMP Holdings	2062J
Jollibee	1115U
Jones	3418F
Jordon Perlmutter & Co.	2666K
Kalibrate	31PT, 5512P
Kamin Realty	2887L
Kansas Commerce	5715P
Kassin Sabbagh Realty	2155I
Katz & Associates	4644R
Keen-Summit Capital Partners LLC	4658S
Kennedy Funding	3820
KennMar	S209
Kentro Group	2932H
KeyBanc Capital Markets	3438H
Keynetics by SentriLock	3429H
Kidder Mathews	4544R
Kiddie Academy	322V
Kimco Realty	2941J
Kimley-Horn	SMR222
Kin Properties	4930Q
Kinexio	59PT

King Energy	3255I
King Solarman Inc.	3320F
Kite Realty Group	2050I
KLNB	2287L
KOHAN RETAIL INVESTMENT GROUP	2715F
Kolena	718U
Konover South Development Corporation	4545R
Kossman Development Company	2515F
KPR Centers	1627M
KPS Commercial Construction	434W
KW Commercial	241X
KW Commercial South Bay - The David Yashar Team	5445S
L3 Capital	3161J
Lamar Advertising	C201 -Meeting Room
Land and Parcel LLC	5236R
Land id	3017F
Landmark Property & Development LLC	2134H
Layne's Chicken Fingers	609U
Lease Admin - Powered By Retrack AI	45PT
Lee & Associates Commercial Real Estate Services	2147I
Legend Properties	5207P
Let's Pave | Let's Roof	5250S
Lev	3079K
Levin Management Corp.	2624G
Lewis Retail Centers	2258I
Lindner Properties / American Realty & Development / Thessing Commercial Realty	Meeting Room S214
Little Caesar Enterprises, Inc.	5519Q
Local Logic	60PT
LocateAI, Inc.	548X
LOCATION. Commercial Real Estate	5030Q
Lorain County Commissioners	3075K
Lormax Stern Development Company	4905P

Lowe's Companies, Inc.	5123Q
LQ Commercial	4356S
LRA Real Estate Group	5159S
M&J Wilkow LTD	3134H
M&M Realty Partners	2062J
Macerich	2965K
Madison Commercial Real Estate Services	1714M, SMR223
Mag Mile Capital	3801
Majestic Developers	3165K
Malachite Group	4447R
Maly Realty and TKG	Meeting Room S216
Mapes Canopies	445X
Mapped	17PT
Marco's Franchising, LLC	321V
Marcus & Millichap	4307Q
MarketDial	32PT
Marriott International, Inc.	5710P
Mason Asset Management, Inc.	2468K
Matanky Realty Group	4330Q
Mathias Properties, Inc.	5044R
Matthews™	2425G
Mattiace Properties Inc.	4731R
Maumelle Area Chamber of Commerce	463Y
Mavis Tire	938V
MCB Real Estate	2138I
McDonald's US Restaurant Development	5131Q
Meridian Capital Group	2043H
Merlone Geier Management Inc.	S208
Mershops	MRC 204 - Second Floor Meeting Room
Metro Commercial Real Estate Inc.	2406F
Meyer C. Weiner Company	5201O
Midland Atlantic Properties	2131H

Midwood Investment & Development	3049J
Miller Capital Advisory, Inc.	2806F
Milrose Consultants, Inc.	447X
MIMCO, LLC	5006P
Miromar Development Corp	2473K
Mister Car Wash	5610P
MMTH	1048X
Momentum Realty Group	2938H
Monaire	3327H
Morguard Corporation	1701K
Morongo Band of Mission Indians	554Y
Moses Lake Chamber of Commerce	922U
Motus Power	3251I
MRI Software	23PT, 3420G
MRP Capital Group	4159S
Murphy USA	720V
Nairn Group	539W
NAMDAR REALTY GROUP	2468K
Nassimi Realty, LLC	4533Q
National Maintenance and Build Out Company	151Y
National Real Estate Tenants Assn	741W
National Realty & Development Corp.	2125G
National Rent-A-Fence	3370J
National Tax Group	3345H
Neighbor.com	2677L
Nestwise Solution	3249I
NETSTREIT	SMR225
NetVendor, LLC	5752S
New America Network, Inc., A DL Corporation, DBA "NAI GLOBAL"	4531Q
New England Development	2377K
Newmark	2663K
NewMark Merrill Companies, Inc.	5644R

NewQuest	4037R
Next Realty, LLC	2486L
NextSite	3325G
NNN REIT, Inc.	4854S
Northmarq	2053I
Northwest Retail Group	3025G
Novelty Lights	3329H
NTrust	47PT
O.V.P. Management, Inc.	3108F
OASE North America	3233H
Oberfeld Snowcap Inc.	1701K
Occuspace Inc.	18PT
O'Connor & Associates	3321G
O'Connor Property Management, LLC	2476K
Oklahoma City Chamber of Commerce	5314P
Olive & Cocoa	3450I
Ollie's Bargain Outlet, Inc.	340W
Omnilert	740W
Open Rewards	3457J
OPIS, A Dow Jones Company	3336H
OptiPave System	652Y
Orbital	6PT
Orion Real Estate Group	5120P
Otso	60PT
Outbidd	38PT
Oxford Properties Group	2606F
Pacific Retail Capital Partners	2467J
Palmer Capital, Inc.	SMR224
Panda Restaurant Group	617V
Papa John's International	1016V
Pappas Investments	5614O
Paramount Realty	SMR227

ParaSell, Inc.	5114P
Parcel Pending	3348I
ParGo AI, Inc.	3322F
Paris Baguette	4811P
Partners	4960S
Partnership for Economic Development	3373K
Pave America National Services	4253S
Peak Real Estate Partners	4915P
PEBB Enterprises	2724G
Pegnato Roof Intelligence Network	912V - G
Penn State University	3375K
Perform Properties	2051I
Permit Place	7PT
Peterson Companies	4031Q
Philips International	5522Q
Phillips Edison & Company	4131Q
Pickleball Smashit	453Y
PickleRage	142X
PigJet	21PT
Pilot Energy	840W
Pine Tree	2393L
Placer.ai	26PT, 3114G, 5330Q
Planet Air	914 U
Planet Fitness	131V
Pohl Jensen	5245R
PorterSIPs by Porter Corp	3265J
Potbelly Sandwich Works	608U
Powering America (NECA & IBEW)	5819O
Precisely	Meeting Room S217
PredictAP	15PT
Preferred Growth Properties	2883L
PREIT	2363K

Premium Parking	3472K
Prestige Properties & Development Co., Inc.	2924G
Prime Net Lease	5239R
Primestor Development, Inc.	2436G
Primrose Schools	334V
Prince George's County Economic Dev. Corp.	3007F
Prismera	14PT
Pro Signs	353Y
Procore Technologies	53PT
Progressive Materials, LLC	5740R
Pulley	1117U, 57PT
PureGym	607U
Purple Plum Consulting, monday.com partner	42PT
PyxisLabs.ai	58PT
Qdoba Mexican Eats	1012V
Quantum Reality Capture (QRC)	3363J
Quick Quack Car Wash	440W
QuickChek @ Murphy USA	720V
QuikTrip Corporation	5431Q
Quine and Associates, Incorporated	4844R
Radial Power LLC	3424G
Raider Hill Advisors	2351I
Raise the Roof Logistics	3462J
Raising Cane's Chicken Fingers	108U
Rappaport	1526M
RARE Connection	139W
RCG Ventures LLC	2640I
RD Management LLC	4145R
RDG	5714O
REACH/Second Century Ventures	60PT
Read King	4350S
Real Dev Inc.	2PT, 4016Q

Real Estate Transition Trust (RETT™), a BrookHaven Strategy	3296L
REALICE - INTERCOM Dr. Leitner S.r.l.	3466J
Realtors Property Resource, LLC	56PT
Realty Income Corp.	4645R
Realty ONE Group International	3380K
Realty Resources, Incorporated	2224G
RealtyLink LLC	4357S
RED Development	3035H
Red Facility Solutions	3432H
Red Mountain Group, Inc.	2031H
Redline Roofing & Coatings	3257I
Regency Centers	3160K
Regency Properties	4913P
Relay Human Cloud	3261J
Reliable Paving, Inc.	3447I
Reliable Properties	2876K
RentFlow	20PT
REsimplifi	51PT
RESOLUT RE - Plaza Properties, Inc.	4830Q
Restaurant Brands International Inc.	818V
RETAIL BROKERS NETWORK	1800M
Retail Lease Trac, Inc	5639R
Retail Planning & Sleiman	1826M
Retail Strategies/Retail Specialists	1038V
Rhino Investments Group	4859S
Rhino Realty Group, Inc	5656S
RIPCO Real Estate LLC	2940J
River Oaks Properties	2487L
Rivercrest Realty Investors	5304O
Riverside County Office of Economic Development	2459J
Rivian	137W
RJ Brunelli & Co	5008P

RKAA Architects, Inc.	5049S
Roam	2879L
Robert B. Aikens and Associates, LLC	2814G
RockStep Capital	4057S
Roof Technology Partners	3440H
Roofing Projects	3290K
Rooftop Solutions	475Y
Rosenshein Associates	5025Q
Royalty Roofing	3269J
RSD Construction	5613O
Rural King	4345R
Sage	2889L
Salem City, Utah	5607O
San Bernardino County Economic Development	140W
San Gabriel Valley Economic Partnership	3183L
Sands Investment Group	5052S
Sansome Pacific Properties, Inc.	5012P
Saul Centers, Inc.	2677K
Savers – GreenDrop	5214P
Schlosser Development	4057S
Schostak Brothers and Co., Inc.	2047I
Scooter's Coffee	406U
SDI Realty	4945R
SDX Studio LLC	3253J
Seguin Economic Development Corporation	951X
Select Strategies Realty	MRC 203
Selig Enterprises, Inc.	4558S
Sentriforce	3389K
Servion Commercial Loan Resources	3817
Shea Properties	2686L
SHOP Companies	2977K
ShopOne Centers	MRC101

Shopping Center Business Magazine/France Media, Inc	3354J
Signs Unlimited	448X
SimonCRE	5030Q
Site Source Retail Broker Network	5630Q
SITE Technologies	39PT
Sites USA	5437R
Sitewise Analytics	5348S
SiteZeus	5251S
SJC Ventures	2833H
Skilken Gold	5045R
Skyline Seven Real Estate	5509O
Skyrock Capital	5549S
Slim Chickens	732V
Smalls Sliders	219V
Smartify Media	50PT
Smoothie King	719V
Soft Play	841X
Solutions Metrix	43PT
Sonny's The CarWash Factory	639W
Spacewise Technologies, Inc.	3PT
Spectrum Commercial Real Estate, Inc.	5821P
Speed Queen Laundry	5011P
SPERRY	2919G
Spinoso Real Estate Group	2629G
SpinXpress	346X
Spirit Halloween Superstores	132VV
Sport Clips, Inc.	422V
Springstead and Associates	5539R
SRS Real Estate Partners	4107Q
SS&C Technologies	3345I
St. Nick's Christmas Lighting	3229H
Starbucks Coffee Company	1138V

Stark Enterprises	1706L
Sterling Organization	2264J
Stern Risk Partners LLC	1008U
Stirling	1614M
STORE Capital	345X
StormTrap	3328H
Stratafolio	9PT
StreetLight	1005U
StreetScapes	3434H
STRIVE	1828M
SubContain	5204P
Summit Properties USA	2851I
Summit RE	2282L
Summit Realty Partners, Inc.	638W
Super Star Car Wash	641X
Superior Facility Service Group	3310F
SURMOUNT	5113P
SVN International Corp	815U
Swanson Companies	3248I
SWEATHOUZ	734V
SWTCH	11PT
Sytes	1109U
Tailored Brands	2462J
Tanger Inc.	2355I
Tango	647X
TCN Worldwide	2866K
TeamCalifornia	552X
TERRELL ECONOMIC DEVELOPMENT CORPORATION	5614P
The Baldwin Group	2660J
The Big 4	1723M
The Boulder Group	2070J
The Broadbent Company	4331Q

The CCIM Institute	4514Q
The City of Center Point	3463J
The Cordish Companies	4729Q
The DESCO Group	5444R
The Feil Organization	4530Q
The Festival Companies	2614G
The Good Feet Store	145Y
The Harlem Irving Companies, Inc.	5021P
The Herring Group	MRC103
The Home Depot Inc.	3043H
The Joint Chiropractic	255Y
The Krausz Companies LLC	4130Q
The Kroger Company	5050S
The Learning Experience	5620Q
The McGarey Group	2787L
The Pollard Group Ltd./Stone Real Estate	2586L
The RA-Lock Group	3334H
The Retail Coach, LLC	5344R
The Retail Connection	4300Q
The Sembler Company	5130Q
The Sports Facilities Companies	1037X
The Staenberg Group	2922G
The TJX Companies, Inc.	4601Q
The UPS Store	4908P
The Vireo Group	417U
The Wendy's Company	5511P
The Widewaters Group Inc.	5156S
The Woodmont Company	2210G
Thomas English Retail Real Estate, LLC	5234R
Tidal Wave Auto Spa	912V-C
Tommy's Express Car Wash	708U
Tower Patrol	3236H

Town of Firestone	5343R
Tractor Supply Company	5730Q
Trademark Property Company	2628H
Transwestern	2306F
Tri State Commercial Realty Services LLC	2146I
Tri-Cities, Washington	3338H
Tri-Land Properties, Inc.	1717M
Trimont	2681L
Trinity Real Estate Investment Services	5346S
Triple Net Financial	3813
Tropical Smoothie Café, LLC	833V
True Equity Group	346X
TSCG	4885P
Twin Rivers Capital, LLC	5252S
Twindo (formerly Canvas)	48PT
U.S. Bridge	5342R
Unframe	61PT
Unibail-Rodamco-Westfield	2407F
Unifix Technology	5612O
United Public Adjusters & Appraisers INC	2388L
University of Utah - Master of Real Estate Development	3185L
UnrealCRM	5213P
Urban Edge Properties	2450I
UrbanMeritage, LLC and Grossman Development Corp.	2875K
US Property Trust	2049I
VADA Vented Roofs VADA LLC	3076L
Valvoline	120V
Van Brunt & Company	355Y
VECKTA	24PT
Vendita CRE and Vendita.AI	4551S
Venture Commercial Real Estate, LLC	4844R
Venture Retail Partners	263Y

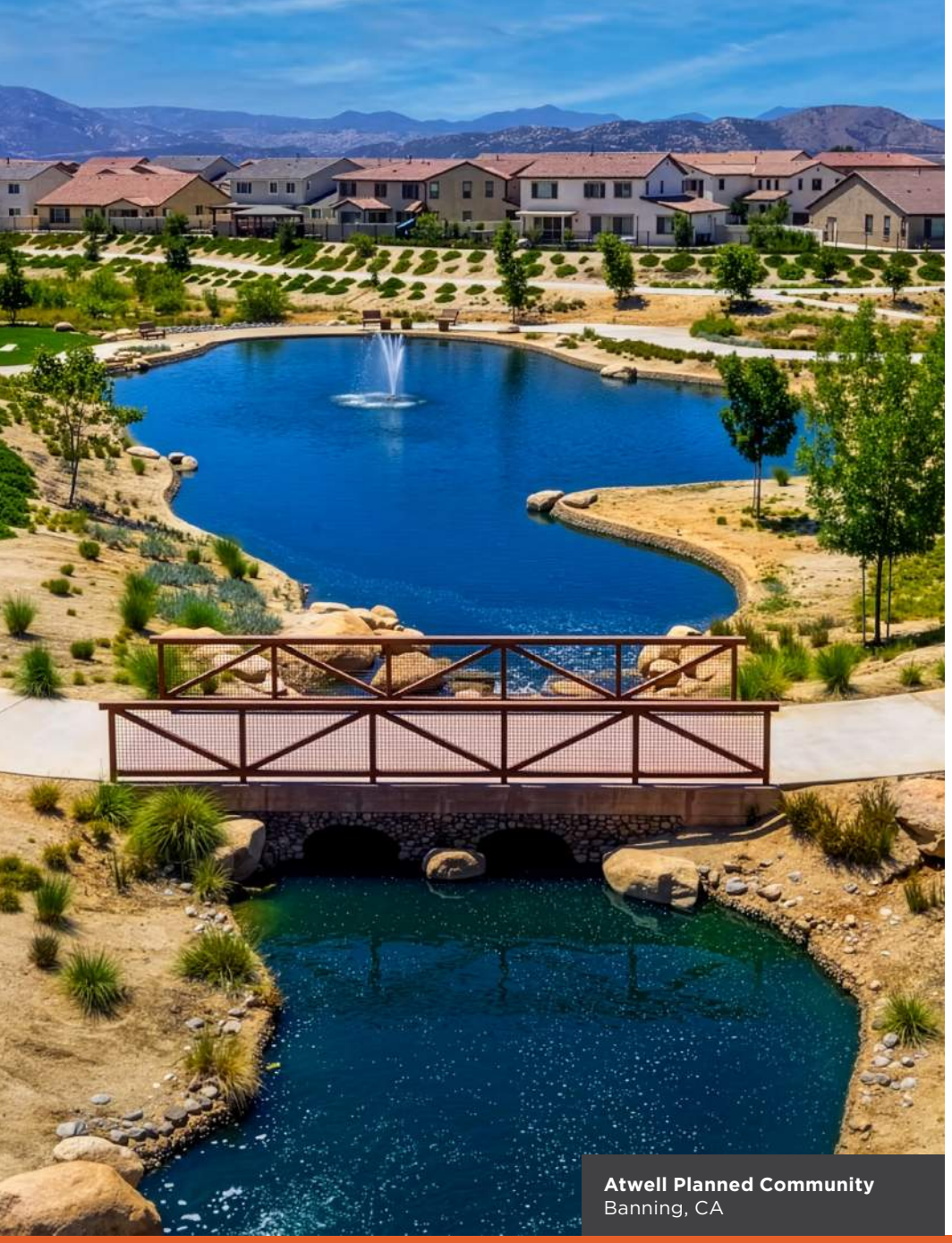
Vestar	2314G
Village of Calumet Park	3326H
Village of Matteson	3014F
Virtual Guard, Inc.	2587L
Visitt	12PT
Vizual Architecture	637W
Vox AI	36PT
VP Buildings	3402F
W. P. Carey	4438R
Walmart Inc.	4818Q
Washington D.C. Economic Partnership	2929H
Washington Prime Group	MRC102
Waterstone Defeasance, LLC	3431H, 5032R
Weathermatic	3020G
Weitzman	2270J
Welco Realty, Inc.	2924G
Wertz Real Estate Investment Services	3802
West Bay Capital, LLC	3814
Western Colloid Roofing Systems	733V
Western Retail Advisors	2224G
Westland Real Estate Group	5336R
Westwood Financial	2567K
Wheeler Real Estate Investment Trust	2480K
Whitestone REIT	2823G
Wide Angle	2888L
Wilder	2119G
Willoughby Roofing & Sheet Metal, Inc.	3312F
Win Properties, Inc.	3356J
Wingstop	253Y
Wireless Telematics / WT Controls	1010U
WLS Lighting Systems	8PT, 912V - B
WMG Development	4752S

Wood Investments Companies, Inc.	3810
Woodbury Corporation	3025G
Woodcrest Capital	3371J
Woof Gang Bakery & Grooming	309U
Woolbright Development	SMR226
WS Development	SMR219
Wulfe & Co.	2281L
Wyndham Hotels & Resorts	1007U
X Team Retail Advisors	4743R, 4745R
Xpand, a Linville Team Partners Company	542X
Yardi	2315F, 40PT
Yisraelian Centers Group	3271K
Yum! Brands	5718Q
Zaremba Group, LLC	5357S
Zaxby's Franchising, LLC	5430Q
Zipline	4255S
ZOLTEK CRES	1112U
Zoneomics	13PT
ZTERS	3354I


South Hall Lower
South Hall - Level 1
U Street
V Street
W Street
X Street
Y Street
DINE


Central Hall
Ludy's Food Court
Badge Pickup & Registration
Brixmor Property Group
JLL
CBRE
CoStar Group
Northmarq
Cafaro
DINE


RIVERSIDE COUNTY - INLAND SOUTHERN CALIFORNIA
VISIT US ON
MAY 19-20, 2026 AT
CENTRAL HALL BOOTH #2459J
RIVERSIDE COUNTY
OFFICE OF ECONOMIC DEVELOPMENT
City of BANNING
DESERT HOT SPRINGS
Where life flows.
City of COACHELLA
CITY OF EASTVALE
City of Jurupa Valley
HEMET CALIFORNIA
CITY OF PERRIS INC. 1911
CITY OF LAKE ELSINORE
DREAM EXTREME
MURRIETA
SOUTHERN CALIFORNIA
Temecula
The Heart of Southern California Wine Country
CITY OF WILDOMAR
ICSC LAS VEGAS
LAS VEGAS CONVENTION CENTER: 3150 PARADISE RD, LAS VEGAS, NV 89109
CONTACT US AT BIZINFO@RIVCO.ORG TO SCHEDULE A MEETING



Atwell Planned Community
Banning, CA



Oak Valley Village
Beaumont, CA



Village at Tustin Legacy
Tustin, CA

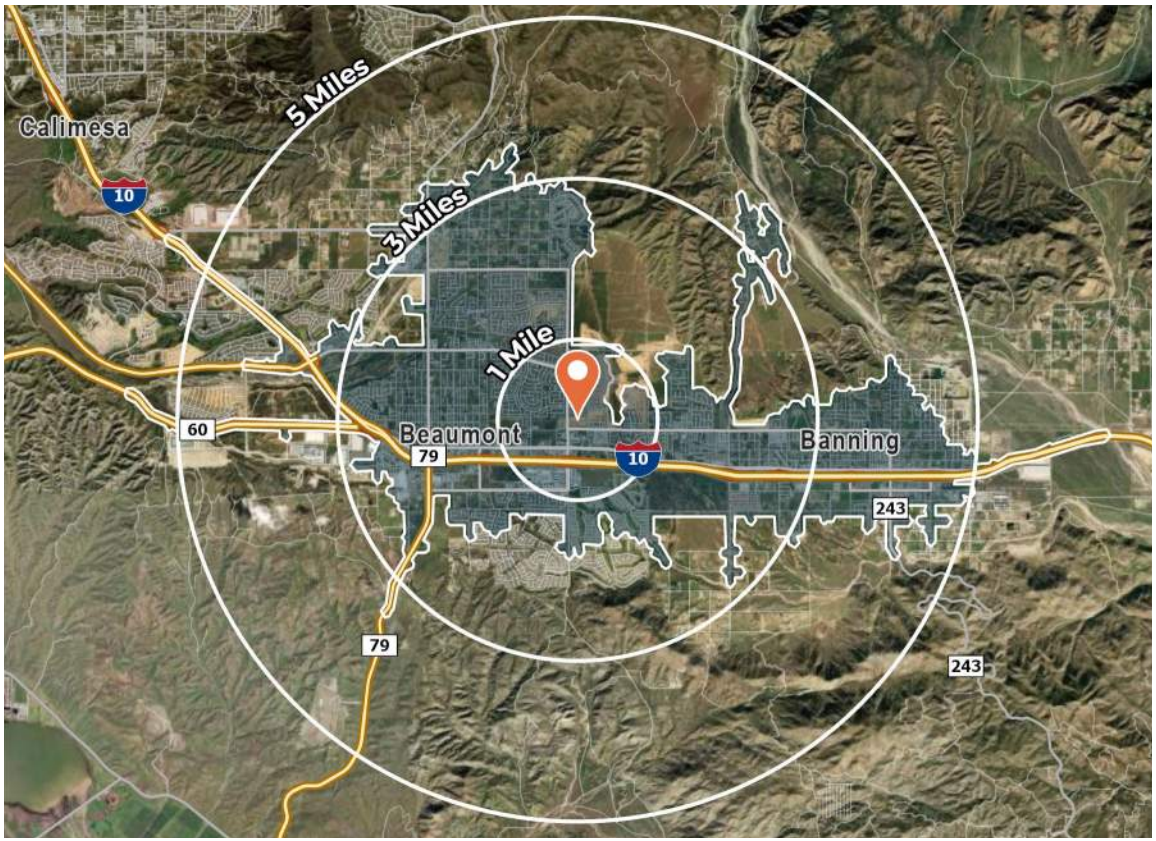
GROUND-UP COMMUNITY SHOPPING CENTER

Atwell | Banning, CA

NEC of Highland Springs Ave
and West Wilson Street

Regency Centers

©2026 Regency Centers,



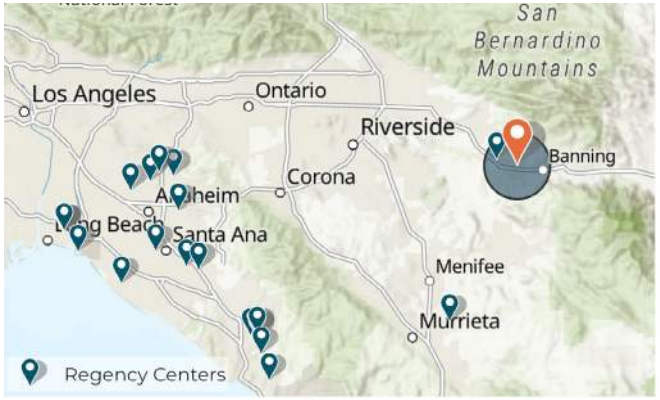
The Location

Embedded in the West Banning Community

Situated along Banning's Highland Springs corridor, this retail opportunity offers strong visibility and daily neighborhood traffic in a proven growth area.

WHY THIS LOCATION?

- **High-traffic visibility:** Prominent NEC location at two major Banning arterials with strong daily traffic, high corner exposure, signage visibility from the I-10, and direct access for both commuters and local residents.
- **Fast-growing residential market:** Situated in the Atwell master planned community, the surrounding neighborhoods continue to expand, bringing a growing base of full-time residents and households that drive consistent, daily demand
- **Limited retail competition:** The trade area lacks differentiated and retail options, creating a clear opportunity for a new anchor to capture unmet demand and lead the center.



Banning	1-Miles	3-Miles	5-Miles	10-Minute Drive Time
Population	12,298	61,658	92,595	67,421
Daytime Population	12,939	52,365	76,574	57,473
Average HH Income	$115,006	$102,861	$106,496	$100,443
Average Home Value	$544,889	$539,255	$561,085	$544,478

RETAIL COMPETITION



GROUND-UP COMMUNITY SHOPPING CENTER

Atwell | Banning, CA

NEC of Highland Springs Ave and West Wilson Street

Regency Centers

©2026 Regency Centers

INTERSECTION AERIAL



GROUND-UP COMMUNITY SHOPPING CENTER

Atwell | Banning, CA

NEC of Highland Springs Ave
and West Wilson Street

Regency Centers

©2026 Regency Centers

SITE PLAN



Project Summary - Option 5

Parking Space Required per city	
Commerical / Retail Shopping Center	4 /1000
D/T Restaurant	10 /1000
Site	±23 ac
Building Area	
M1 (Retail)	160,000 sf
M2 (Grocery)	40,000 sf
Shops 1 (Retail/Food)	5,000 sf
Shops 2 (Retail/Food)	8,000 sf
Shops 3 (Retail/Food)	7,500 sf
Shops 4 (Retail/Food)	7,500 sf
Shops 5 (Retail/Food)	6,500 sf
Pad 1 (D/T Food)	3,500 sf
Pad 2 (D/T Food)	2,500 sf
Gas Station	
Total	**240,500 sf**
Parking Required	
Retail (214,500 sf)	858 stalls
D/T, Food (26,000 sf)	260 stalls
Total Parking Required	1118 stalls
Parking Provided	1,164 stalls
Overall Parking Ratio	4.84 /1000

GROUND-UP COMMUNITY SHOPPING CENTER

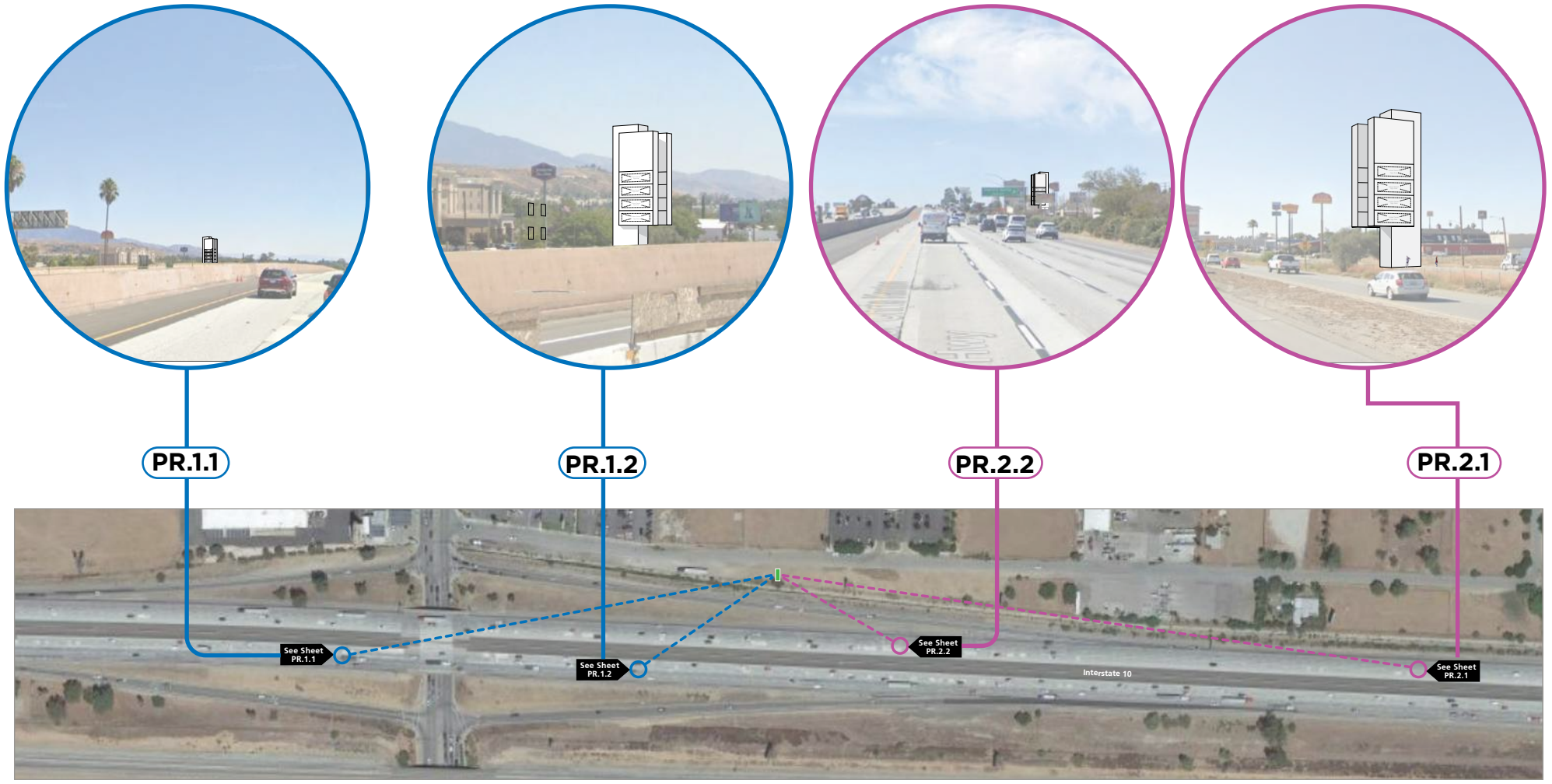
Atwell | Banning, CA

NEC of Highland Springs Ave and West Wilson Street

Regency Centers

©2026 Regency Centers

PROPOSED I-10 SIGNAGE



GROUND-UP COMMUNITY SHOPPING CENTER

Atwell | Banning, CA

NEC of Highland Springs Ave and West Wilson Street

Regency Centers

©2026 Regency Centers

About Regency

For over 60 years, Regency Centers® has owned, operated, and developed leading retail centers that are exceptionally merchandised and maintained. Our legacy of success is evidenced by 480+ thriving centers, 26 regional offices, and properties in most major U.S. markets.

We focus on **Merchandising** in order to find the right mix of the best operators and unique retailers to increase consumer interest.

We considerately incorporate **Placemaking** to create a more inviting environment to increase dwell time, shopper experience, and attract new shoppers to the location.

Finally, we make sure we are **Connecting** the centers with our communities by utilizing technology, sustainability, and targeted consumer engagement.

Chris Sanchez
VP, Market Officer
ChrisSanchez@regencycenters.com
858 847 4631

Sophia Shaheen
Manager, Investments
SophiaShaheen@regencycenters.com
213 553 2206


Oak Valley Village | Beaumont, CA



Bloom on Third | Los Angeles, CA

All material in this document is the property of Regency Centers and may not be copied, reproduced, published, displayed, modified, distributed, or used to create derivative works. Site plans and imagery contained herein are not a representation, warranty, or guarantee as to the size, location, or identity of any tenant, the suite number, address, or any other physical indicator or parameter of the property, and for use as approximated information only. The improvements are subject to changes, additions, and deletions, as the architect, landlord, or any governmental agency may direct or determine in their absolute discretion.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Matthew Bassi, Interim Community Development Director** **Mary Yaryan, Senior Planner**
MEETING DATE:	**June 9, 2026**
SUBJECT:	**Public Hearing: Zoning Text Amendment No. 26-0001 (Accessory Dwelling Units/Junior Accessory Dwelling Units)**

STAFF RECOMMENDATION:

The Planning Commission recommends the City Council take the following actions:

1. Determine that approval of Zoning Text Amendment 26-0001 is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h); and

2. Introduce and approve first reading of an Ordinance 1624.

BACKGROUND:

Project Summary:

The Planning Department is proposing a City-initiated Zoning Text Amendment (Case No. PZTA26-0001) to repeal and replace Section 17.08.100 (Accessory Dwelling Unit Standards) of the Banning Municipal Code and amend related sections of Title 17 to ensure consistency with current State law governing accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs"). A copy of the proposed draft City Council Ordinance is attached for City Council consideration.

The proposed amendment has been reviewed by the California Department of Housing and Community Development ("HCD") and reflects current State requirements, including ministerial approval procedures, objective development standards, revised processing timelines, updated occupancy, rental, and fee-related provisions, and revised definitions to clarify applicability in both single-family and multifamily contexts. The draft Ordinance also includes conforming amendments to related sections of Title 17 to eliminate internal conflicts, clarify that ADUs and JADUs are regulated pursuant to Section 17.08.100 and applicable State law, and update references to current Government Code sections governing ADUs and JADUs.

Related Actions:

- On December 5, 2025, the City of Banning received a letter of technical assistance from the California Department of Housing and Community Development ("HCD") indicating that the City's current ADU ordinance may be outdated and may not fully comply with current State law.

- On March 4, 2026, the Planning Commission considered a discussion item concerning a City-initiated Zoning Text Amendment to repeal and replace Section 17.08.100 and amend related sections of Title 17

of the Banning Municipal Code pertaining to ADUs and JADUs and provided direction to staff. Staff, thereafter, revised the draft ordinance and related code amendments and scheduled the code amendment for a future Planning Commission meeting.

• Prior to the Planning Commission's formal review, the draft ordinance was transmitted to HCD for review and feedback in April 2026. HCD responded with several edits and changes (refer to Attachment D). Working with the City Attorney's office, staff revised the original draft ordinance based on HCD's input. The updated draft ordinance was presented to the Planning Commission at their May 6, 2026 meeting and reflected HCD's required changes.

• On May 6, 2026, the Planning Commission conducted a duly noticed public hearing on PZTA26-0001 and adopted Resolution No. 2026-01 (3-0 vote) recommending that the City Council approve the proposed Zoning Text Amendment. The Commission did not recommend any changes to the draft Ordinance but did ask Staff to prepare and provide an ADU compliance table for comparison purposes, as well as an ADU flyer for the general public's benefit. Those documents have been prepared and are provided in Attachments E and F.

JUSTIFICATION:

Existing Conditions:
The City's current ADU and JADU regulations are codified in Section 17.08.100 of the Banning Municipal Code and were last comprehensively updated in 2020. Since that time, State ADU and JADU law has been amended multiple times. As a result, portions of the City's current ordinance are outdated and may conflict with current State law related to ministerial processing, objective development standards, owner-occupancy, parking, fees, multifamily ADU allowances, and other statutory requirements.

In addition, related provisions in other sections of Title 17 may be interpreted to apply discretionary or subjective standards to ADUs and JADUs, which is inconsistent with the State's ministerial review framework. Staff also revised the draft ordinance following HCD review to clarify definitions, including the addition of "Existing Primary Dwelling," and to ensure the ordinance applies appropriately in both single-family and multifamily contexts where required by State law.

Proposed Zone Text Amendment:
The proposed Zoning Text Amendment, as outlined in the draft City Council Ordinance (Attachment A), is summarized below:

• Section 17.04.070 – Definitions:
Amended to update and clarify ADU- and JADU-related definitions, including "Accessory Dwelling Unit," "Dwelling Unit, Accessory," "Junior Accessory Dwelling Unit," "Livable Space," "Existing Primary Dwelling," "Primary Unit or Dwelling," and "Proposed Primary Dwelling." These revisions are intended to ensure that terminology in Title 17 is consistent with the revised Section 17.08.100 and current State law, including clarifying that primary dwelling definitions apply in both single-family and multifamily contexts, and to eliminate outdated, duplicative, or potentially conflicting language.

• Section 17.08.050 – Accessory Structures:
Amended to clarify that ADUs and JADUs are not regulated under the City's general accessory structure standards. Instead, ADUs and JADUs are regulated solely under Section 17.08.100 and applicable State law. This amendment is intended to eliminate potential internal conflicts within Title 17 and clarify the applicable regulatory framework.

• Section 17.08.100 – Accessory Dwelling Unit Standards:
The existing ADU/JADU regulations in Section 17.08.100 would be repealed and replaced in its entirety. The proposed replacement section establishes updated objective and ministerial standards for ADUs and JADUs consistent with current State law. The revised section includes updated provisions related to

purpose and intent, applicability, definitions, permitted unit types, processing procedures, completeness review requirements, approval timelines, appeal procedures, rental terms, occupancy and ownership, development standards, utility and fee requirements, and State law supremacy. The revised section also incorporates updates made in response to HCD comments, including clarification of mixed-use applicability, revised primary dwelling definitions, updated processing language, development standard exemptions required by State law, and corrections to State-law citations. This amendment is intended to ensure that the City's ADU and JADU regulations are consistent with Chapter 13 of Division 1 of Title 7 of the Government Code (Government Code sections 66310 through 66342) and that local review is limited to standards authorized by State law.

- Section 17.08.250 – Single-Family Architecture:

Amended to clarify that ADUs and JADUs are not subject to discretionary architectural review or subjective compatibility determinations under the City's single-family architecture provisions. The amendment further clarifies that ADUs and JADUs subject to the City's local ADU ordinance may be subject only to objective standards authorized by State law and adopted in the Code, while units qualifying for ministerial approval under Government Code Section 66323 are not subject to local design or development standards except as expressly authorized by State law. This change is intended to ensure consistency with the ministerial review requirements applicable to ADUs and JADUs.

- Section 17.12.190 – Multi-Family Architecture:

Amended in a similar manner to clarify that ADUs are not subject to discretionary architectural review or subjective compatibility findings under the City's multi-family architecture provisions. The amendment further clarifies that ADUs subject to the City's local ADU ordinance may be subject only to objective standards authorized by State law and adopted in the Code, while units qualifying for ministerial approval under Government Code Section 66323 are not subject to local design or development standards except as expressly authorized by State law. This amendment is intended to avoid conflicts between the City's architectural design provisions and the State's ministerial ADU framework.

Required Findings:

In accordance with Section 17.116.050 of the Banning Zoning Ordinance, the City Council, upon recommendation of the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, finds and determines as follows:

A. The proposed Amendment is consistent with the goals and policies of the General Plan.

Evidence: The residential goals of the General Plan encourage the preservation and enhancement of the City's neighborhoods through a broad range of housing types to meet the needs of current and future residents. Residential Policy 1 provides for a range of housing densities while considering land use compatibility. Policy 6 of the Community Development Element recognizes the need for creative and flexible design standards for residential development, including clustered housing units. The proposed amendment supports these goals and policies by updating the City's regulations for accessory dwelling units and junior accessory dwelling units to ensure consistency with State law and to facilitate additional residential housing opportunities. Accordingly, the proposed amendment is consistent with the General Plan.

B. The proposed Amendment is internally consistent with the Zoning Ordinance.

Evidence: The proposed Zoning Text Amendment No. 2026-0001 is internally consistent with the Zoning Ordinance. The proposed amendment is consistent with the purpose and objective of the Zoning Ordinance (Title 17) to ensure orderly development of uses and lands within the city to protect the public health, safety, and welfare. With approval of the proposed Zoning Text Amendment, the amendment will be internally consistent with the Zoning Ordinance and California State law regarding ADUs and JADUs.

C. The City Council has independently reviewed and considered the requirements of the California Environmental Quality Act ("CEQA").

Evidence: Approval of Zoning Text Amendment No. 2026-0001 is statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h). Based on its independent review, the City Council, based on the Planning Commission's recommendation, hereby finds that this statutory exemption from CEQA applies to approval of Zoning Text Amendment No. 26-0001.

CEQA/Environmental Determination:

The Planning Commission reviewed Staff's determination at its May 6, 2026, meeting that approval of the proposed Zoning Text Amendment No. 2026-0001 is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h). These sections apply to the adoption of an ordinance related to Accessory Dwelling Units and Junior Accessory Dwelling Units to implement State law. Therefore, the City Council, in its independent judgment, has reviewed the Planning Commission's recommendation and adopts this statutory CEQA exemption based on Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h).

Public Communication:

On May 29, 2026, a public hearing notice was published in the Record Gazette, a newspaper of general circulation within the City of Banning, notifying the general public that the subject Zoning Text Amendment (ZTA 26-0001) would be considered by the City Council at a public hearing on June 9, 2026. As of the writing of this staff report, no public comments have been received either in support of or in opposition to the proposed Zoning Text Amendment.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Attach A - Ordinance No. 1624 [ADU-JADU].docx
2. Attach B - Redline Version of the amended BMC Sections.pdf
3. Attach C - HCD Letter Dated December 5 2025.pdf
4. Attach D - HCD Review-Staff Edits [4-17-26].pdf
5. Attach E - ADU Compliance Table [Requested by PC].pdf
6. Attach F - ADU Flyer [5-7-26].pdf
7. column_affidavit_j6zvyrhk4u66q8nZg75k.pdf

ATTACHMENT A

City Council Ordinance No. 1624

ORDINANCE NO. 1624

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, DETERMINING THAT ZONING TEXT AMENDMENT NO. 2026-0001 IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO PUBLIC RESOURCES CODE SECTION 21080.17 AND CEQA GUIDELINES SECTION 15282(H) AND APPROVING ZONING TEXT AMENDMENT 26-0001 TO AMEND SECTIONS 17.04.070 (DEFINITIONS), 17.08.050 (ACCESSORY STRUCTURES), 17.08.100 (ACCESSORY DWELLING UNIT STANDARDS), 17.08.250 (SINGLE-FAMILY ARCHITECTURE), AND 17.12.190 (MULTI-FAMILY ARCHITECTURE) OF THE BANNING MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

WHEREAS, Section 17.116.010 ("Purpose") of the Banning Municipal Code ("BMC") provides that the City Council may amend the provisions of the Zoning Ordinance (BMC Title 17) for the public health, environmental protection, safety, general welfare, and the aesthetic harmony of the City; and

WHEREAS, BMC Section 17.116.020 further provides that amendments to the Zoning Ordinance may be proposed by the Community Development Director, the City Attorney, members of the Planning Commission or City Council, and any landowner or his or her agent; and

WHEREAS, Section 17.08.100 of the Banning Municipal Code currently regulates accessory dwelling units and junior accessory dwelling units; and

WHEREAS, the California Department of Housing and Community Development ("HCD") issued a December 5, 2025 Letter of Technical Assistance advising that the City's most recent ADU ordinance on file is from 2020 and may be outdated and out of compliance with State ADU Law due to numerous statutory changes since adoption; and

WHEREAS, HCD recommended that the City repeal the outdated ordinance and adopt an amended, compliant ordinance in order to provide clarity to ADU applicants and ensure consistency with current State law; and

WHEREAS, the proposed amendment repeals, in its entirety, existing Section 17.08.100 and adopts a new Section 17.08.100 to implement Chapter 13 (commencing with Section 66310) of Division 1 of Title 7 of the Government Code, as amended, and to establish objective ministerial standards for accessory dwelling units and junior accessory dwelling units; and

WHEREAS, the new Section 17.08.100 includes provisions addressing purpose and intent, applicability, definitions, types of units allowed, process and review procedures, rental terms, occupancy and ownership, development standards, development standard exemptions, by-right permitting exemptions, utility and fee requirements and limitations, and State law supremacy; and

WHEREAS, the proposed amendment to Section 17.04.070 is limited to those definitions directly affected by the repeal and replacement of Section 17.08.100 and is intended to align accessory dwelling unit and junior accessory dwelling unit terminology with applicable State law; and

WHEREAS, the proposed amendment to Section 17.08.050 clarifies that accessory dwelling units and junior accessory dwelling units are regulated under Section 17.08.100 and applicable State law, and not under the general accessory structure standards; and

WHEREAS, the proposed amendments to Sections 17.08.250 and 17.12.190 clarify that accessory dwelling units and junior accessory dwelling units are subject to ministerial review under Section 17.08.100 and applicable State law and are not subject to discretionary architectural review or subjective compatibility findings to the extent prohibited by State law; and

WHEREAS, the proposed amendments update local regulations to address changes identified by HCD, including but not limited to the prohibition on deed restrictions for ADUs, the prohibition on third-party approval requirements such as HOA review, the prohibition on requiring parking for JADUs, revised JADU owner-occupancy rules tied to shared sanitation facilities, JADU rental terms longer than 30 days, 15-business-day completeness review requirements, written incompleteness notices, appeal procedures, revised impact fee limitations, and updated size and processing requirements under State law; and

WHEREAS, the City Council finds that the amendments set forth herein promote internal consistency within Title 17 and facilitate lawful implementation of State accessory dwelling unit requirements; and

WHEREAS, on March 4, 2026, the Planning Commission considered Discussion Item No. 5.1, a City-initiated Zoning Text Amendment (PZTA26-0001) to repeal and replace Section 17.08.100 (Accessory Dwelling Units) and amend related sections of Title 17 of the Banning Zoning Ordinance to ensure consistency with State law, and provided direction to staff regarding revisions prior to scheduling a duly noticed public hearing for consideration of and action by the City Council; and

WHEREAS, in accordance with BMC Chapter 17.116 (“Zoning Ordinance Amendments”), Section 17.116.030 and Government Code Sections 65090 and 65091, on April 24, 2026, the City gave public notice, by advertisement in the Record Gazette, a newspaper of general circulation within the City of Banning, of a public hearing at which the proposed Zoning Text Amendment would be considered by the Planning Commission; and

WHEREAS, on May 6, 2026, the Planning Commission held a duly noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, proposed Zoning Text Amendment No. PZTA26-0001, and, at the

conclusion of the public hearing, recommended that the City Council adopt the proposed ordinance by Planning Commission Resolution No. 2026-01; and

WHEREAS, in accordance with BMC Chapter 17.116 ("Zoning Ordinance Amendments"), Section 17.116.040 and Government Code Section 65090, on May 29, 2026, the City gave public notice, by advertisement in the Record Gazette, a newspaper of general circulation within the City of Banning, of a public hearing at which the proposed Zoning Text Amendment would be considered by the City Council; and

WHEREAS, on June 9, 2026, the City Council held a duly noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, proposed Zoning Text Amendment No. PZTA26-0001; and

WHEREAS, all other prerequisites to the adoption of this Ordinance have been satisfied.

NOW THERFORE BE IT ORDAINED by the City Council of the City of Banning, Riverside County, State of California as follows:

SECTION 1. CEQA DETERMINATION

The City Council of the City of Banning, based upon the recommendation of the Planning Commission and in accordance with BMC Section 17.116.050, finds as follows:

A. California Environmental Quality Act (CEQA). The Planning Commission has determined that the proposed Zoning Text Amendment No. 2026-0001 (the "Project") is exempt from the requirements of the California Environmental Quality Act ("CEQA") and the City's CEQA Guidelines pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h), which provide that the adoption of an ordinance by a city regarding accessory dwelling units and junior accessory dwelling units to implement State law is statutorily exempt from CEQA. The City Council has independently reviewed the Planning Commission's recommendation and staff's determination of exemption from CEQA and based on its own independent judgment, determines that the Project is statutorily exempt from CEQA.

B. Multi-Species Habitat Conservation Plan (MSHCP). The proposed Zoning Text Amendment does not relate to any one physical project and is not subject to MSHCP.

SECTION 2. FINDINGS

In accordance with Section 17.116.050 of the Banning Zoning Ordinance, the City Council, upon recommendation of the Planning Commission, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other

evidence within the record or provided at the public hearing of this matter, finds and determines as follows:

A. The proposed Amendment is consistent with the goals and policies of the General Plan.

Evidence: The residential goals of the General Plan encourage the preservation and enhancement of the City's neighborhoods through a broad range of housing types to meet the needs of current and future residents. Residential Policy 1 provides for a range of housing densities while considering land use compatibility. Policy 6 of the Community Development Element recognizes the need for creative and flexible design standards for residential development, including clustered housing units. The proposed amendment supports these goals and policies by updating the City's regulations for accessory dwelling units and junior accessory dwelling units to ensure consistency with State law and to facilitate additional residential housing opportunities. Accordingly, the proposed amendment is consistent with the General Plan.

B. The proposed Amendment is internally consistent with the Zoning Ordinance.

Evidence: The proposed Zoning Text Amendment No. 2026-0001 is internally consistent with the Zoning Ordinance. The proposed amendment is consistent with the purpose and objective of the Zoning Ordinance (Title 17) to ensure orderly development of uses and lands within the city to protect the public health, safety, and welfare. With approval of the proposed Zoning Text Amendment, the amendment will be internally consistent with the Zoning Ordinance and California State law regarding ADUs and JADUs.

C. The City Council has independently reviewed and considered the requirements of the California Environmental Quality Act ("CEQA").

Evidence: Approval of Zoning Text Amendment No. 2026-0001 is statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h). Based on its independent review, the City Council, based on the Planning Commission's recommendation, hereby finds that this statutory exemption from CEQA applies to approval of Zoning Text Amendment No. 26-0001.

SECTION 3. CODE AMENDMENT

Section 17.04.070 ("Definitions") of the Banning Municipal Code is hereby amended to revise the following definitions as follows:

Accessory Dwelling Unit or ADU is an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation, and that is

located on the same lot as a proposed or existing primary dwelling. An accessory dwelling unit shall not be considered to exceed the allowable density for the lot and shall be deemed a residential use that is consistent with the existing General Plan and zoning designation for the lot. An accessory dwelling unit may include an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code, and a manufactured home, as defined in Section 18007 of the Health and Safety Code.

Accessory or Ancillary Use or Structure is a subordinate use or structure, the use of which is clearly incidental and related to that of the principal structure or use of the land, which is located on the same lot as that of the principal structure or use. Accessory structures are not dwelling units and are not intended for independent living facilities.

Dwelling Unit, Accessory (Accessory Dwelling Unit/ADU) shall have the same meaning as "Accessory Dwelling Unit" above. Where inconsistent, the definition set forth in Government Code Section 66313 shall control.

Existing Primary Dwelling is a legally permitted and existing primary dwelling on a lot, including a single-family dwelling or a multifamily dwelling.

Junior Accessory Dwelling Unit or JADU is a unit that is no more than five hundred square feet of interior livable space in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure.

Livable space is a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

Primary Unit or dwelling is the principal proposed or existing residential dwelling on a lot and may consist of a single-family dwelling or a multifamily dwelling.

Proposed dwelling means the principal proposed or existing residential dwelling on a lot and may consist of a single-family dwelling or a multifamily dwelling.

Proposed primary dwelling is a proposed primary dwelling on a lot that is the subject of an active building permit application, or that has received building permit approval but has not yet received a certificate of occupancy and may consist of a single-family dwelling or a multifamily dwelling.

SECTION 4. CODE AMENDEMENT

Section 17.08.050 ("Accessory structures") of the Banning Municipal Code is hereby amended to add the following:

This section applies to accessory structures that are not "accessory dwelling units" or "junior accessory dwelling units." Accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) shall be regulated solely under Section 17.08.100 and applicable provisions of Chapter 13 of Division 1 of Title 7 of the Government Code (commencing

with Section 66310). To the extent this section conflicts with State ADU/JADU law, State law controls.

SECTION 5. CODE AMENDEMENT

Section 17.08.100 ("Accessory dwelling unit standards") of the Banning Municipal Code is hereby repealed in its entirety and replaced with a new section to read as follows:

17.08.100 Accessory dwelling unit standards.

A. Purpose and Intent. This Section implements Chapter 13 of Division I of Title 7 of the Government Code (Government Code sections 66310-66342), as amended, and establishes objective, ministerial standards for accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs). This Section shall be interpreted to provide the maximum allowance required by State law.

B. Applicability. This Section applies to ADUs and JADUs on lots with proposed or existing residential development were permitted by State law, including single-family and multifamily contexts as applicable.

1. ADU/JADU permit review shall be ministerial and non-discretionary. No conditional use permit, variance, public hearing, or other discretionary entitlement shall be required unless expressly authorized by State law.

2. No local standard, policy, condition, deed restriction, or third-party approval requirement may be imposed if prohibited by State law.

C. The definitions in this Article are intended to supplement Chapter 13 of Division 1 of Title 7 of the Government Code (commencing with Section 66310). If a conflict exists between this Article and Chapter 13 of Division 1 of Title 7 of the Government Code (commencing with Section 66310), State law shall control. Local definitions shall be interpreted in a manner consistent with Chapter 13 of Division 1 of Title 7 of the Government Code and shall not be applied to reduce rights provided by State law. For purposes of this Article:

1. "Accessory dwelling unit" or ADU is an attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation, and that is located on the same lot as a proposed or existing primary dwelling. An accessory dwelling unit shall not be considered to exceed the allowable density for the lot and shall be deemed a residential use that is consistent with the existing General Plan and zoning designation for the lot. An accessory dwelling unit may include an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code, and a manufactured home, as defined in Section 18007 of the Health and Safety Code.

2. “Existing primary dwelling” is a legally permitted and existing primary dwelling unit on a lot, including a single-family or a multifamily dwelling.

3. “Junior Accessory Dwelling Unit” or JADU is a unit that is no more than five hundred square feet of interior livable space in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure.

4. “Livable space” is a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

5. “Primary dwelling” is the principal proposed or existing residential dwelling on a lot and may consist of a single-family dwelling or a multifamily dwelling.

6. “Proposed dwelling” means the principal proposed or existing residential dwelling on a lot and may consist of a single-family dwelling or a multifamily dwelling.

7. “Proposed primary dwelling” is a proposed primary dwelling on a lot that is the subject of an active building permit application, or that has received building permit approval but has not yet received certificate of occupancy and may consist of a single-family dwelling or multifamily dwelling.

C. Types of Units Allowed.

1. Accessory Dwelling Units on Single-Family Lots. The following types of accessory dwelling units are authorized on a lot where allowed in compliance with Division II (Land Use Districts) of this Zoning Code.

    a. Attached Unit. An accessory dwelling unit that structurally abuts and is attached to an existing or proposed primary dwelling. An attached unit may be constructed on the side, top, or below the existing or proposed primary dwelling.

2. Detached Unit. An accessory dwelling unit that is physically separated from the existing or proposed primary dwelling. A detached accessory dwelling unit shall be deemed the primary dwelling if its floor area exceeds that of the existing primary dwelling.

3. Converted Existing Structure or Space. An accessory dwelling unit that is created from an existing space within an existing or proposed primary dwelling (e.g., basement, attic, attached garage, storage area, or similar area) or an existing space of an accessory structure (e.g., detached garage, shed, storage structure, or other similar existing accessory structure) on the same lot as the primary dwelling. This may include an existing primary dwelling that is converted to an accessory dwelling unit when a larger primary dwelling is established, though the converted dwelling shall still be limited in size to 1,200 square feet.

4. Junior Accessory Dwelling Unit on a Single-Family Lot. A junior accessory dwelling unit contained entirely within the walls of an existing or proposed single-family residence.

5. Multifamily Accessory Dwelling Unit. An accessory dwelling unit that may be allowed on a lot zoned for multifamily residence and is either attached, detached, or located within the portions of an existing multifamily dwelling that are not used as livable space (e.g., storage rooms, boiler rooms, passageways, attics, basements, garages).

D. Process and Review Procedures.

1. Ministerial Review. A permit for an accessory dwelling unit or junior accessory dwelling unit is considered and approved ministerially, without discretionary review or hearing, notwithstanding the need for a variance or special use permit.

2. Processing Times. Within fifteen (15) business days after receipt of an application to create or convert an accessory dwelling unit or junior accessory dwelling unit, the Department shall determine whether the application is complete and provide written notice of that determination. If the Department determines that an application is incomplete, the written notice shall include a list of the incomplete items, and a description of how the application can be made complete. After an applicant resubmits materials to cure incompleteness, the Department shall determine completeness within fifteen (15) business days. In reviewing the resubmittal, the Department shall not require any item that was not identified in the prior incompleteness notice. If the Department does not make a timely completeness determination under this subsection, the application or resubmitted application shall be deemed complete for purposes of this Section.

   The Department shall approve or deny a complete application within sixty (60) days of receipt of the complete application when there is an existing single-family or multifamily dwelling on the lot. If an ADU or JADU application is submitted concurrently with an application for a new primary dwelling or new multifamily dwelling on the same lot, the Department may delay approving or denying the ADU or JADU application until action is taken on the primary dwelling or multifamily dwelling application; however, review of the ADU or JADU application shall remain ministerial and non-discretionary. If the Department does not approve or deny a complete application within the applicable time period, the application shall be deemed approved, except to the extent State law provides otherwise. If the Department denies an application, it shall provide a written denial within the applicable time period, including a full list of defective or deficient items and a description of how the application may be remedied. The City shall provide a written appeal process for completeness determinations and denials. A final written appeal decision shall be issued within sixty (60) business days after receipt of a written appeal.

a. Pre-Approved Plans. The Community Development Director or designee, in consultation with the Building Official, shall adopt and maintain a pre-approved building plan for a detached accessory dwelling unit consistent with the current triennial California Building Standards Code rulemaking cycle. The preapproved plan, along with the contact information of an applicant that obtained approval of an accessory dwelling unit using a pre-approved plan, shall be posted on the Department's website in accordance with Section 65852.27 of the Government Code.

   i. An application for a detached accessory dwelling unit that utilizes a pre-approved plan adopted by the Community Development Director or designee within the current triennial California Building Standards Code rulemaking cycle, or a plan identical to a plan approved by the Community Development Director or designee within the current triennial California Building Standards Code rulemaking cycle, shall be ministerially approved or denied within thirty (30) days of the date the Department receives a complete application.

   ii. An applicant shall pay the same permitting fees that the City charges an applicant seeking approval for the same-sized accessory dwelling unit when reviewing and approving the submission of a pre-approved accessory dwelling unit plan.

3. Nonconforming Conditions. The Department shall not require, as a condition of ministerial approval of an ADU or JADU permit, correction of nonconforming zoning conditions. The Department shall not deny an application due to correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the ADU or JADU. Notwithstanding the foregoing, the Building Official may require correction of a condition, or deny the application, only upon a written determination, supported by substantial evidence in the record, that correction is necessary to comply with applicable health and safety standards, including but not limited to Health and Safety Code Section 17920.3, or that the condition is directly affected by the proposed ADU/JADU construction. Any such determination shall identify the specific code section(s), the condition creating the risk, and the minimum corrective action required.

4. Unpermitted Junior and Accessory Dwelling Units. The Department shall not deny a permit for an unpermitted ADU or JADU built on or before January 1, 2020, due solely to violations identified in Government Code Section 66311.7, subdivision (a). Notwithstanding the foregoing, the Department may deny the permit if it makes a finding that correction is necessary to comply with Health and Safety Code Section 17920.3. This subsection does not apply to a building deemed substandard pursuant to Health and Safety Code Section

17920.3. The City shall provide public information resources, including permit checklists and the City website, that include:

a. a checklist of conditions in Health and Safety Code Section 17920.3 that may deem a building substandard; and
b. notice that a homeowner may obtain a confidential third-party code inspection from a licensed contractor before submitting a permit application.

The City shall not penalize an applicant for having such unpermitted unit and shall approve permits necessary to correct noncompliance with health and safety standards.

5. Legal Nonconforming Accessory Dwelling Unit. The expansion of a legal nonconforming structure or use associated with an accessory dwelling unit shall be subject to the provisions of Division II (Land Use Districts) and Section 17.88 (Non-Conforming Structures and Non-Conforming Uses) of this Zoning Code.

6. Sewer. Subject to objective health and safety standards and applicable State law, written confirmation from the sewer district having jurisdiction of the availability of sewer service for the accessory dwelling unit or junior accessory dwelling unit, or written approval from Environmental Health Services for use on an existing or new septic system, shall be obtained prior to the issuance of a permit for the creation of an accessory dwelling unit or junior accessory dwelling unit. Holding tanks shall not be permitted for an accessory dwelling unit or junior accessory dwelling unit.

7. Water. Subject to objective health and safety standards and applicable State law, written confirmation from the water district having jurisdiction of the availability of water service for the accessory dwelling unit or junior accessory dwelling unit, or written approval from Environmental Health Services for use of an existing or new well, shall be obtained prior to the issuance of a permit for the creation of an accessory dwelling unit or junior accessory dwelling unit.

8. Fire and Life Safety. Accessory dwelling units and junior accessory dwelling units shall comply with applicable State law and applicable fire and life-safety requirements of the California Building Standards Code, as adopted by the City, except as otherwise provided by Chapter 13 of Division 1 of Title 7 of the Government Code (commencing with Section 66310).

9. Site Drainage and Access. Accessory dwelling units and junior accessory dwelling units shall comply with applicable objective requirements of this Code and other applicable law relating to site drainage and safe access.

10. Garage Demolitions. Review and issuance of a demolition permit for a detached garage that is to be replaced with an accessory dwelling unit shall be reviewed and

issued at the same time with the application for the creation of an accessory dwelling unit.

11. Flood Protection. An accessory dwelling unit or junior accessory dwelling unit located within a floodplain safety overlay shall comply with Chapter 82.14 (Floodplain Safety Overlay), including but not limited to elevating the lowest finished floor to the required elevation.

12. Local Building Code. Accessory dwelling units shall comply with applicable local building code requirements that apply to detached dwellings. The construction of an accessory dwelling unit shall not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the Building Official makes a written finding, based on substantial evidence in the record, that the construction of the accessory dwelling unit would have a specific, adverse impact on public health and safety. Nothing in this subsection shall be interpreted to prevent the City from changing the occupancy code of a space that was uninhabitable or was permitted only for non-residential use and is subsequently converted to residential use, consistent with State law.

F. Rental Terms, Occupancy, and Ownership.

1. Rental Terms. An accessory dwelling unit and junior accessory dwelling unit may be rented separately from the primary dwelling or multifamily dwelling in all regions of the City, subject to the following criteria:

   a. Except as provided by State law, an ADU may be rented separately from the primary dwelling. Any rental of a JADU, and any ADU approved pursuant to Government Code Section 66323, shall be for a term longer than thirty (30) days.

2. Occupancy. Owner occupancy shall not be required for an accessory dwelling unit. For a junior accessory dwelling unit, owner occupancy may be required only when the junior accessory dwelling unit shares sanitation facilities with the single-family residence in which it is permitted. The owner may reside in either the remaining portion of the single-family residence or the junior accessory dwelling unit. Owner occupancy shall not be required if the junior accessory dwelling unit has separate sanitation facilities, or if the owner is a governmental agency, land trust, or housing organization. A deed restriction shall be recorded with the County Recorder and shall run with the land for any junior accessory dwelling unit permit. The deed restriction shall include all of the following:

   a. A prohibition on sale of the junior accessory dwelling unit separate from sale of the single-family residence, including a statement that the deed restriction is enforceable against future purchasers.

b. A restriction on the size and attributes of the junior accessory dwelling unit consistent with this Article and Government Code Section 66333, as amended.

3. Separate Conveyance. Separate sale or conveyance of an ADU is prohibited except as authorized by Government Code Sections 66341 and 66342.

G. Development Standards (Objective Standards).

1. Except as otherwise provided in this Article, development standards for ADUs and JADUs shall comply with Table 17.08.100, this Section, and applicable State law.

2. Land Use Zoning District Regulations. ADUs and JADUs shall comply with the objective standards set forth in this Section. Underlying zoning district standards shall apply only to the extent they do not conflict with this Section or Chapter 13 of Division 1 of Title 7 of the Government Code (commencing with Section 66310). In the event of a conflict, the provisions of this Section and applicable State law shall control.

3. State-Mandated Minimum Development Envelope. Notwithstanding any other local development standard, the City shall not impose any limit on lot coverage, floor area ratio, open space, front setback, minimum lot size, size based on percentage of the primary dwelling, or other standard that would prohibit construction of an ADU with at least 800 square feet of interior livable space and side and rear setbacks of four feet, in compliance with otherwise applicable State-authorized standards.

Table 17.08.100
Accessory Dwelling Unit Development Standards

<table>
<tr><th colspan="5">ADU Development Standards[1]</th></tr>
<tr><th colspan="2">Unit Type</th><th>Multifamily ADU</th><th>ADU</th><th>JADU</th></tr>
<tr><td colspan="5">Lot Area Dimensions</td></tr>
<tr><td colspan="2">Size:</td><td colspan="3" rowspan="4">Determined by the underlying zoning district</td></tr>
<tr><td colspan="2">Width:</td></tr>
<tr><td colspan="2">Depth:</td></tr>
<tr><td colspan="2">Maximum Width/Depth Ratio:</td></tr>
<tr><td colspan="5">Density Per Lot[2]</td></tr>
<tr><td colspan="2">Minimum:</td><td>None</td><td>None</td><td>None</td></tr>
<tr><td rowspan="2">Maximum (Attached)</td><td>Existing:</td><td>Up to 25% of multifamily units</td><td rowspan="2">2 units</td><td rowspan="2">None</td></tr>
<tr><td>Proposed:</td><td>2 units</td></tr>
</table>

Maximum (Detached)	Existing:	8 units; Not to exceed existing primary unit count	2 units	Not allowed
	Proposed:	2 units		
Maximum (Conversion):		Up to 25% of multifamily units[3]	2 units	1 unit
Unit Size[4,5]				
Minimum:		200 square feet	200 square feet	150 square feet
Maximum (Attached):		1,200 square feet[6]	1,200 square feet[6]	Not allowed
Maximum (Detached):		1,200 square feet	1,200 square feet	Not allowed
Maximum (Conversion)[7]:		None	None	500 square feet
Setbacks[8]				
Front:		Per underlying zone	Per underlying zone	Setbacks of the existing structure apply, subject to State law
Side – Street Side:		4ft	4ft	
Side – Interior:		4ft	4ft	
Rear:		4ft	4ft	
Detached Unit Separation:		5ft[9]	5ft[9]	
Lot Coverage				
Maximum Coverage:		Determined by the underlying zoning district		
Building Height[10]				
Maximum (Attached):		25ft	25ft	25ft
Maximum (Detached)[11]:		18ft	18ft	N/A
Maximum (Conversion):		None[8]		
Parking and Loading				
Requirements:		Maximum one off-street parking space per ADU or per bedroom, whichever is less[12]	Maximum one off-street parking space per ADU or per bedroom, whichever is less[12]	None
Miscellaneous Requirements				
Sanitation Facilities:[13]		An ADU must have its own sanitation facility. A JADU may include separate sanitation facilities or may share sanitation facilities with the existing structure. A JADU without a separate bathroom must include a separate entrance from the main entrance to the proposed JADU, with an interior entry to the main living area.		
Unit Access:		A separate exterior entrance from the primary dwelling is required.		

Kitchen:	An ADU shall include a full kitchen that is separate from the primary dwelling. A JADU shall, at a minimum, be permitted to include an efficiency kitchen which shall contain a cooking facility with appliances and a food preparation counter with storage cabinets that are reasonable in size in relation to the JADU.

Notes:

[1] The standards set forth in this table shall not preclude the construction of an attached or detached ADU with at least 800 square feet of interior livable space and four-foot side and rear yard setbacks, consistent with Government Code section 66321, subdivision (b)(3). Front setback, lot coverage, floor area ratio, open space, and similar development standards shall be applied in a manner consistent with State law.

[2] The maximum unit number is a total aggregate maximum regardless of type of ADU.

[3] Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

[4] Calculated based on livable space. The minimum unit size shall not prohibit the development of an efficiency unit as defined in Section 17958.1 of the Health and Safety Code.

[5] A junior accessory dwelling unit shall be contained entirely within a single-family dwelling and shall comply with Government Code section 66313, subdivision (d), and other applicable State law.

[6] If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling and at no time exceed 1,200 square feet.

[7] A converted ADU may include an expansion of not more than 150 square feet beyond the same physical dimensions of an existing accessory structure when limited to accommodating ingress and egress, as authorized by Government Code section 66323, subdivision (a)(1)(A). A JADU shall remain limited to no more than 500 square feet of interior livable space and shall not be enlarged in a manner that alters the definition of a JADU under Government Code section 66313, subdivision (d).

[8] No side or rear setback shall be required for an existing living area, existing accessory structure, or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an ADU or to a portion of an ADU, consistent with Government Code section 66314, subdivision (d)(7). Front setback requirements shall not preclude the construction of an ADU with at least 800 square feet of interior livable space and four-foot side and rear yard setbacks, consistent with Government Code section 66321, subdivision (b)(3). ADUs qualifying under Government Code section 66323 shall be subject only to setback requirements expressly authorized by State law.

[9] Notwithstanding the 5-foot minimum separation shown in this table, no minimum separation beyond applicable California Building Code, Fire Code, or Wildland-Urban Interface Code requirements shall be imposed on an ADU qualifying under Government Code section 66323. In addition, local minimum distance requirements shall not be applied in a manner that precludes the construction of an ADU with at least 800 square feet of interior livable space and four-foot side and rear yard setbacks, consistent with Government Code section 66321, subdivision (b)(3).

[10] Nothing in this note shall be interpreted to prohibit any ADU form required to be allowed under Government Code Section 66321, as amended.
[11] An additional two feet in height may be allowed, provided that the roof of the ADU matches the roof pitch of the proposed or existing primary dwelling.
[12] The spaces may be provided as tandem parking on a driveway and parking in setbacks are allowed as provided by Government Code Section 66314.
[13] Where the property is less than 0.50 acres and not connected to the city sewer system, with an existing primary dwelling, an Advanced Treatment System designed to accommodate each additional dwelling is subject to approval by Environmental Health Services for the additional dwelling.

H. Development Standards Exemptions. An accessory dwelling unit and a junior accessory dwelling unit are exempt from the following standards:

1. Fire Sprinklers. Fire sprinklers shall not be required for an accessory dwelling unit or junior accessory dwelling unit if they are not required for the primary dwelling. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.

2. Utility Connections. ADUs and JADUs shall be treated in accordance with Government Code Section 66311.5 and applicable fee law. An ADU or JADU shall not be considered a new residential use for utility connection or capacity charge purposes unless the unit is constructed with a new single-family dwelling. No impact fee shall be imposed on an ADU of 750 square feet or less of interior livable space, or on a JADU. Impact fees for ADUs larger than 750 square feet shall be proportional to the square footage of the primary dwelling. For ADUs/JADUs described in Government Code Section 66323(a)(1), the City and other applicable providers shall not require a new or separate utility connection or impose related connection or capacity charges, except as authorized by State law. For ADUs not described in Government Code Section 66323(a)(1), a separate connection may be required only as authorized by State law, and any charge shall be proportionate and not exceed the reasonable cost of service.

3. Parking. Parking for ADUs and JADUs shall be regulated as follows:

   a. Parking for an ADU shall not exceed one off-street parking space per ADU or per bedroom, whichever is less, and may be provided as tandem parking or in setbacks as authorized by Government Code Section 66314, as amended.

   b. No parking shall be required for an ADU in any circumstance listed in Government Code Section 66322, as amended.

   c. No replacement parking shall be required when a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit.

d. No additional parking shall be required for a JADU.

4. Height Standards. (Gov. Code § 66321(b)(4))

a. Minimum heights permitted. The following minimum height allowances shall be permitted, as applicable:

1. Detached ADU (general): A height of at least sixteen (16) feet shall be permitted.

2. Detached ADU within one-half (1/2) mile walking distance of a major transit stop or a high-quality transit corridor: A height of at least eighteen (18) feet shall be permitted, plus up to an additional two (2) feet to accommodate a sloped roof pitch aligned with the primary dwelling.

3. Detached ADU on a lot with an existing or proposed multifamily, multistory dwelling: A height of at least eighteen (18) feet shall be permitted.

4. Attached ADU: A height of twenty-five (25) feet, or the height limit applicable to the primary dwelling in the underlying zone, whichever is lower; provided, however, that nothing in this section shall be interpreted to require allowance of an attached ADU exceeding two (2) stories.

b. Height determination. For purposes of this section, building height shall be measured as the vertical distance from the average existing grade at the perimeter of the ADU building footprint to the highest point of the roof.

1. Average existing grade means the average of the highest and lowest points of existing grade measured at the exterior walls around the perimeter of the ADU footprint, prior to construction.

2. Sloped roofs: Height is measured to the highest point of the roof (ridge).

3. Flat roofs: Height is measured to the highest point of the roof surface, including any parapet.

4. Roof pitch aligned (objective standard): “Aligned with the primary dwelling” means the ADU roof slope matches the primary dwelling roof slope (same rise-over-run), and the additional two (2) feet allowance applies only where a sloped roof is provided.

c. Conflicts. If another provision of Title 17 establishes a lower height limit that would conflict with the minimum allowances in this subsection, this subsection shall control for ADUs/JADUs to the extent required by State law.

5. By-Right Permitting Exemptions. Notwithstanding any other provision of this Code, and consistent with Government Code Section 66323, the City shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following units, or any combination thereof:

    a. One ADU and one JADU per lot with a proposed or existing single-family dwelling, where all requirements of Government Code Section 66323(a)(1) are met.

    b. One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling, with side and rear setbacks of no more than four feet, subject to the limitations authorized by Government Code Section 66323(a)(2).

    c. Multiple ADUs within portions of existing multifamily dwelling structures that are not used as livable space, as provided in Government Code Section 66323(a)(3).

    d. Detached ADUs on lots with an existing or proposed multifamily dwelling, in the amounts and subject to the standards provided in Government Code Section 66323(a)(4).

    e. The City shall not impose objective standards not authorized by Government Code Section 66323 on units qualifying under this subsection.

I. Severability and Conflict with State Law. If any provision of this Section, or its application to any person or circumstance, is held invalid, the remainder of this Section shall not be affected and shall continue in full force and effect to the fullest extent permitted by law. This Section shall be interpreted and applied to provide the maximum allowances required by Chapter 13 of Division 1 of Title 7 of the Government Code (commencing with Section 66310), as amended. Any conflicting local provision shall be superseded and inoperative to the extent of the conflict.

SECTION 6. CODE AMENDMENT

Section 17.08.250 (“Single-family architecture”) of the Banning Municipal Code is hereby amended to add Subsections K.1 and K.2 as follows:

K. Applicability to ADUs/JADUs.

1. ADUs and JADUs shall be reviewed and approved ministerially and are not subject to discretionary architectural review or subjective compatibility determinations under this section.

2. Accessory dwelling units and junior accessory dwelling units subject to Section 17.08.100 and Government Code Section 66314 shall be subject only to objective standards authorized by State law and adopted in this Code. Any accessory dwelling unit or junior accessory dwelling unit qualifying for ministerial approval under Government Code Section 66323 shall not be subject to local design or development standards except as expressly authorized by Government Code Section 66323.

SECTION 7. CODE AMENDMENT

Section 17.12.190 ("Multi-family architecture") of the Banning Municipal Code is hereby amended to add Subsections M.1 and M.2 as follows:

M. Applicability to ADUs/JADUs.

1. Accessory dwelling units (ADUs) shall be reviewed and approved ministerially and shall not be subject to discretionary architectural review or subjective compatibility findings.

2. Accessory dwelling units subject to Section 17.08.100 and Government Code Section 66314 shall be subject only to objective standards authorized by State law and adopted in this Code. Any accessory dwelling unit qualifying for ministerial approval under Government Code Section 66323 shall not be subject to local design or development standards except as expressly authorized by Government Code Section 66323.

SECTION 8. EFFECTIVE DATE AND PUBLICATION

The Mayor shall sign, and the City Clerk shall certify to the passage of this Ordinance and cause the same, or a summary thereof, to be published within fifteen (15) days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect thirty (30) days after adoption in accordance with Government Code Section 36937.

SECTION 9. SEVERABILITY

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

SECTION 10. PROSECUTION OF PRIOR ORDINANCE

Neither the adoption of this Ordinance nor the repeal or amendment of any prior ordinance of the City shall affect the prosecution of any violation of the Banning Municipal Code committed prior to the effective date of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Banning, California, approves an amendment to the City of Banning Municipal Code.

Introduced and Read for the first time and ordered posted at a regular meeting of the City Council of the City of Banning, California, held on the 9th day of June 2026.

PASSED, APPROVED AND ADOPTED on this 9th day of June 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk,
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney,
LLP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that Ordinance No. 1624 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 9th day of June 2026, and was duly adopted at a regular meeting of said City Council on the 14th day of July, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

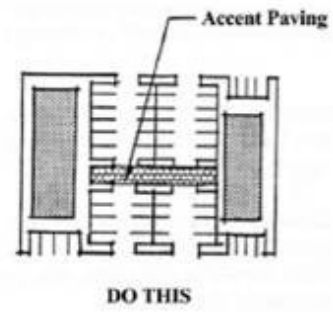
17.04.070 Definitions.

Except where specifically defined in this chapter, all words used in this title shall carry their customary meaning, as defined and explained in any current edition of Webster's Unabridged Dictionary. Where doubt exists concerning the dictionary definition, the Planning Commission will make the final decision.

Abutting (Adjacent) Two or more parcels sharing a common boundary of at least 1 point.

Abandoned Activity is a business or activity with no reported sales or business activity for a period of at least 180 days. Exceptions are temporary closures for repairs, alterations, or other similar situations.

Accent Paving is any concrete paving material texturized, colored or stamped to provide definition to an entry, intersection, roadway or driveway.



Access is the safe, adequate, and usable ingress or egress to a property or use. This also means access to public roadways and the road system.

Accessory Dwelling Unit or ADU is an attached or a detached residential dwelling unit ~~that provides complete independent living facilities for one or more persons, is located on a lot with a proposed or existing primary residence, and meets all the development standards set forth in Section 17.08.100, including an efficiency unit, as defined in section 17.08.100(E)(5)(a), and a manufactured home, as defined in Health and Safety Code Section 18007. An accessory dwelling unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multi-family dwelling is or will be situated.~~ that provides complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation, and that is located on the same lot as a proposed or existing primary dwelling. An accessory dwelling unit shall not be considered to exceed the allowable density for the lot and shall be deemed a residential use that is consistent with the existing General Plan and zoning designation for the lot. An accessory dwelling unit may include an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code, and a manufactured home, as defined in Section 18007 of the Health and Safety Code.

Accessory or Ancillary Use or Structure is a ~~detached,~~ subordinate use or structure, the use of which is clearly incidental and related to that of the principal structure or use of the land, which is located on the same lot as that of the principal structure or use~~, and which is not intended for human habitation.~~ Accessory structures are not dwelling units and are not intended for independent living facilities.

Action is the decision made by the review authority on a land use application, including appropriate findings, environmental determination and conditions of approval, where applicable.

Adult-Entertainment Facilities are all of the uses and facilities enumerated in the Banning Municipal Code.

Affordable Housing Unit means a unit which contains a low income household as defined by the California Department of Housing and Community Development. In addition, the rent for this type of unit shall not exceed thirty percent of the gross income of the eligible low income household.

Agricultural Employee Housing is a residential occupancy of single or multiple dwelling units with individual, shared, or no kitchen facilities to provide housing for the employees and their families engaged in agricultural activities. Any employee housing which has qualified, or is intended to qualify, for a permit to operate pursuant to Section 17021.5 of the California Health and Safety Code providing accommodations for six or fewer employees shall be deemed a single-family structure with a residential land use designation.

Agriculture is the use of land for farming, dairying, pasteurizing and grazing, horticulture, floriculture, viticulture, apiaries, animal and poultry husbandry, and accessory activities, including but not limited to storage, harvesting, feeding or maintenance of equipment excluding stockyards, slaughtering or commercial food processing.

Alley is a public or private way, at the rear or side of property, permanently reserved as an ancillary means of vehicular or pedestrian access to abutting properties.

Alteration is a change or rearrangement of the structural members or exits in a building; an increase in the height or length or depth of the exterior walls of a building; the movement of a structure from one location to another.

Animal Hospital is a place where animals or pets are given medical or surgical treatment and are boarded and cared for during the time of such treatment for remuneration.

Antenna is a device for transmitting or receiving radio, television, telephone or any other transmitted signal.

Apartment is a dwelling unit in a multi-family building.

Applicant is the owner(s) or lessee(s) of property, or their agent(s), or person(s) who have contracted to purchase property contingent upon their ability to acquire the necessary permits under this zoning ordinance, or the agent(s) of such persons.

Attached is any structure that has an interior wall or roof in common with another structure.

Automobile Sales Lot is an open area used for display, sale and/or rental of new or used automobiles.

Automobile Service Station is an area which provides for the servicing or fueling of motor vehicles, including tube and tire repairs, battery charging, storage of merchandise and supplies related to the servicing of motor vehicles, sale of gasoline and other fuel and lubricants, motor vehicle washing, grease racks, and motor vehicle repairs, excluding body and fender work, engine overhauling and replacement, transmission work and other similar activities.

Automobile Wrecking is the wrecking or dismantling of motor vehicles or trailers, or the storage of, sale of, or dumping of dismantled, partly dismantled, or wrecked motor vehicles or their parts.

Average Building Elevation is the average elevation of the highest and lowest vertical structures of a building or structure from finished grade.

Average Ground Elevation is the average elevation of the topography, prior to any development activity.

Average Lot Elevation is the average elevation of all corners of a lot as measured from natural or existing topography.

Average Parcel Width is the average of the distance measured along the front and rear property lines.

Average Slope is the average grade of a site within each land area representing a distinct topographic change.

Awning is a roof-like cover that is attached to and projects from the wall of a building for the purpose of shielding from the elements.

Basement is a story partly or completely underground. A basement shall be counted as a story for purposes of height measurement where any portion of a basement has more than one-half of its height above grade.

Bearing Capacity means the ability of a soil to support a structure, as measured in pounds per square foot.

Bed and Breakfast is a lodging establishment in which no more than ten rooms are provided to the general public for lodging on a transient basis, and which may provide meals to the extent otherwise permitted by law.

Berm is a mound or embankment of earth.

Block means a parcel of land surrounded by public streets, highways, creeks, streams, rivers or unsubdivided acreage or any combination thereof.

Boarding House is a dwelling unit, or part thereof, wherein a room or rooms, with or without individual or group cooking facilities, are rented, leased or subleased under two or more separate written or oral rental agreements, leases or subleases, whether or not the owner, agent or rental manager resides within the dwelling unit.

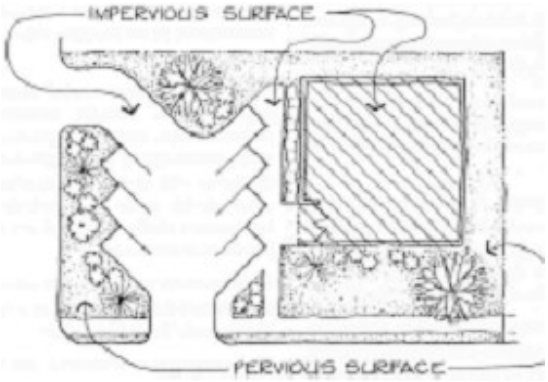
Body Piercing Studio means any business or premises dedicated to the piercing, puncture or perforation of human skin or tissue, or the insertion of jewelry or other objects into or under the skin or tissue, for decorative, nonmedical purposes; the term "body piercing studio" does not include businesses that offer ear-only piercing as a service that is secondary to other business services, or acupuncture clinics.

Bond See Performance Bond.

Building means any structure having a roof supported by columns or walls.

Buildable Area is the net portion of the lot remaining after deducting all required setbacks, slopes, and other sensitive areas from the gross area of the lot.

Building Coverage means the percentage of lot area which may be covered by all the footprints of buildings or structures on any lot.



Building Height is the vertical distance above a reference datum measured to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or to the average height of the highest gable of a pitched or hipped roof. The reference datum shall be selected by either of the following, whichever yields a greater height of building:

1. The elevation of the highest adjoining sidewalk or ground surface within a five-foot horizontal distance of the exterior wall of the building when such sidewalk or ground surface is not more than ten feet above lowest grade.
2. An elevation ten feet higher than the lowest grade when the sidewalk or ground surface described in item 1 above is more than ten feet above lowest grade.
3. The height of a stepped or terraced building is the maximum height of any segment of the building.

Building Site is the ground area of a building together with all open spaces and setbacks required by the zoning ordinance, regardless of whether the area comprises one lot, a combination of lots or combination of lots and fraction of lots.

Caliper shall mean the diameter of any tree trunk six inches above ground level.

Cannabis Commercial Indoor Cultivation means the indoor planting, growing, harvesting, drying, curing, grading, or trimming of one or more cannabis plants or any part thereof for commercial purposes. The canopy space within a Cannabis Commercial Indoor Cultivation facility shall not be less than 10,000 square feet nor exceed 22,000 square feet per Cannabis Conditional Use Permit holder, and shall be licensed by a state licensing authority.

Cannabis Distribution Facility means a facility that transports cannabis goods between state licensed cannabis retailers, cannabis manufacturing level 1 facilities, cannabis commercial indoor cultivation facilities, cannabis testing laboratories, and cannabis microbusiness.

Cannabis Manufacturing Level 1 means a commercial cannabis manufacturing facility where a State licensed cannabis manufacturer engages in the manufacture (compounding, blending, extracting, infusing, or otherwise making or preparing) of cannabis products using nonvolatile solvents, or no solvents.

Cannabis microbusiness means a commercial cannabis business that is comprised of at least three out of the following four uses on the same premises: (1) a cannabis retailer, (2) a cannabis manufacturing level 1 facility, (3) a cannabis cultivation facility (as that term is defined in 17.53.010) with canopy space of less than ten thousand square feet, and (4) a cannabis distribution facility.

Cannabis Personal Cultivation means the planting, growing, harvesting, drying, processing, or storage of one or more cannabis plants or any part thereof. Cannabis Personal Cultivation shall not exceed six cannabis plants per primary residence, and shall comply with the regulations set forth in Chapter 5.34.

Cannabis Retailer means a cannabis business that engages in the retail sale and delivery of cannabis or cannabis products to customers.

Cannabis Testing Laboratory means a laboratory, facility, or entity that offers or performs tests of cannabis or cannabis products and is accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state and is licensed by the Bureau of Cannabis Control.

Canopy space means a cultivation facility, manufacturing facility, or a testing laboratory facility.

Carport is a permanent roofed structure not completely enclosed, to be used for vehicle parking.

Certificate of Occupancy is that term as defined in the Uniform Building Code as adopted in Chapter 15.08 of the Banning Municipal Code.

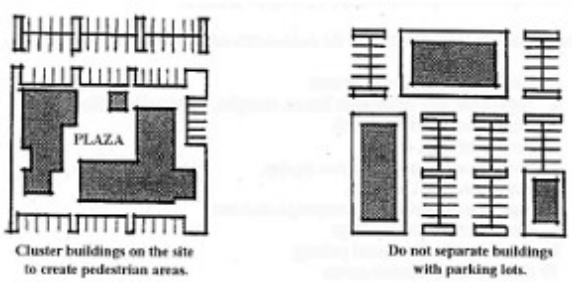
Church means an establishment, the principal purpose of which is religious worship, and for which the principal building or other structure contains the sanctuary or principal place of worship, and which includes related accessory uses.

City means the City of Banning.

Clinic means a place for outpatient medical services to human patients.

Clubhouse is a building owned or operated by a corporation, association, or persons for a social, educational, or recreational purpose, but not primarily for profit or to render a service that is customarily carried on as a business.

Clustered Development is the grouping or attaching of buildings in such a manner as to achieve larger aggregations of open space than would normally be possible from lot by lot development at a given density.



Club is an association of persons (whether or not incorporated) organized for some common purpose, but not including a group organized primarily to render a service customarily carried on as a business.

Combination Residence/Commercial Use (Mixed Use) is a structure used for a residence and an office or retail use where no major external structural alteration or additions are made and no advertising is permitted except for up to a three square foot attached sign identifying the name of the occupant or business (see also Home Occupation).

Commercial Cannabis Activity includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or engaging in any other cannabis activity that requires a State license issued by a licensing authority.

Commercial Cargo/Storage Container is a portable shipping or cargo container made of metal that is used for the onsite storage of property, equipment, documents, or goods associated with the primary use contained in an enclosed building on the property, or construction site. A commercial cargo/shipping container is considered to be a maximum of eight feet wide, and extend to a maximum of fifty-three feet long.

Commercial Recreation Area and Use is an area and use operated for profit, with private facilities, equipment or services for recreational purposes, including swimming pools, bowling alleys, tennis courts, playgrounds, amusement facilities and other similar uses. The use of such an area may be limited to private membership or may be open to the public upon the payment of a fee.

Commission is the Planning Commission of the City of Banning.

Community Garden means an area of land used to grow and harvest food crops by individuals or collectively by members of a group for non-commercial purposes.

Community Recreation Area or Clubhouse is an area devoted to facilities and equipment for recreational purposes including swimming pools, tennis courts, playgrounds, community club houses and other similar uses maintained and operated by a nonprofit club or organization whose membership is limited to the residents within a specified geographic area.

Compatible Uses are uses similar in physical characteristics (height, bulk, building style), but not necessarily identical, with a mass or scale that would not cause them to be inharmonious. They have characteristics that enhance adjacent uses and minimize external impacts on them through careful design, and are incorporated into a site with attention to significant natural features. They do not interfere with use of adjacent properties or cause nuisances.

Conditional Use Permit is a discretionary entitlement which may be granted under the provisions of this zoning ordinance and which when granted authorizes a specific use to be made of a specific property, subject to compliance with all terms and conditions imposed on the entitlement.

Condominium means a development consisting of an undivided interest in common for a portion of a parcel coupled with a separate interest in space in a building on the parcel.

Congregate Care Facility (see Senior Congregate Care Housing)

Construction Commencement is the start of construction of substantial site and structural improvements after a building permit has been issued, subject to determination by the director.

Construction Sign is an informational sign which identifies the architect, engineer, contractor and any other individual or corporation involved with the construction of a building or use, and which remains on a building site only until a certificate of occupancy has been issued.

Contour Line means the interconnection of points having the same height above sea level.

Convenience Store means a general retail outlet offering a variety of grocery and general merchandise products and not exceeding two thousand five hundred square feet of gross floor area.

Corner Lot is a lot at the junction of and having frontage on two or more intersecting streets or roads.

Council is the city council of the City of Banning.

County is the County of Riverside.

Culvert is an open-ended cylindrical structure generally used for the conveyance of storm waters.

Day Care Center is a facility which provides nonresidential, nonmedical care to twelve or more children under eighteen years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a twenty-four-hour basis. The definition of day care center includes infant centers, pre-schools, and extended day care facilities, but does not include day care homes.

Day Care Home is a single-family dwelling where an occupant of the residence provides nonresidential, nonmedical care to children that are under eighteen years of age and in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a twenty-four hour basis.

Day Care Home, Large is a day care home where care is provided to up to twelve children, or up to fourteen children if allowed by state law, and which is not a small day care home.

Day Care Home, Small is a day care home where care is provided to up to six children, or up to eight children if allowed by state law.

Days shall always be consecutive calendar days unless otherwise stated.

Dedication means the deliberate appropriation of land by an owner for public use or purpose, reserving no other rights than those that are compatible with the full exercise and enjoyment of the public uses or purpose to which the property has been devoted.

Density is the number of dwelling units per gross acre, unless otherwise stated, for residential uses.

Department means the Banning planning department.

Design includes the planning and engineering of the following: street alignments, grades and widths; drainage and sanitary facilities and utilities, including alignment and grades thereof; location and size of all required easements and rights-of-way; fire roads and fire breaks; lot size and configuration; traffic access; grading; land to be dedicated for park or recreational purposes; building and other such specific physical requirements.

Detached means any building or structure that does not have a wall or roof in common with any other building or structure.

Detention of Stormwater is the physical entrapment of water occurring as a result of precipitation and the mechanically controlled release of the entrapped waters into the public storm drainage systems or into a stream or other body of water.

Developed Single-Family Residential Lot shall mean a legally subdivided lot upon which a single-family habitable dwelling exists.

Development means the placement or erection of any solid material or structure; grading, removing, dredging, mining or extraction of any soil or material; change in the density or intensity of use of land, including, but not limited to, subdivision, and any other division of land, except where the land division is brought about in connection with the purchase of such land by a public agency for public recreational use; construction, reconstruction, demolition, or alteration of the size of any structure including any facility of any private, public or municipal utility; and the removal of any major vegetation. As used in the zoning ordinance, "structure" includes but is not limited to any building, road, pipe, flume, conduit, siphon, aqueduct, telephone line, and electrical power transmission and distribution line.

Director means the director of the planning department, or his/her designee.

Distribution Lines are utility lines and related transformers that deliver electrical, natural gas, telephone or other utility from a distribution substation to points of use, such as homes and businesses.

Distribution Substation means a facility which transforms or lessens pressure of electrical, natural gas, telephone or other utility to a level suitable for points of use.

Domestic Animal is an animal which can be and is continually kept or raised in a home or on a farm.

Dormitory is a building owned or operated by a public or educational institution which provides private or semi-private sleeping quarters, common cooking facilities and common restrooms for its residents.

Drip irrigation is the slow application of water at the base of plants without watering the open space between plants.

Driveway is an area of a property designed to provide vehicular access to a parking area or structure contained on the subject property.

Duplex means a structure containing not more than two attached dwelling units.

Dwelling Unit is one or more rooms or structures providing complete, independent living facilities for one family, including permanent provisions for living, sleeping, cooking and sanitation, not including hotels or motels.

Dwelling Unit, Accessory **(Accessory Dwelling Unit/ADU) shall have the same meaning as "Accessory Dwelling Unit" above. Where inconsistent, the definition set forth in Government Code Section 66313 shall control.** ~~means an attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:~~

~~1. An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.~~

~~2. A manufactured home, as defined in Section 18007 of the Health and Safety Code.~~

Dwelling Unit, Attached is a dwelling unit that has one or more walls in common with or attached to one or more other dwelling units or other uses.

Dwelling Unit, Multiple is a structure containing two or more dwelling units or a combination of two or more separate single-family dwelling units.

Easement is land which has specific air, surface or subsurface rights conveyed for use by someone other than the owner of the subject property or to benefit some property other than the subject property.

Educational Institution is a school, college or university, supported wholly or in part by public funds or giving general academic instruction equivalent to the standards prescribed by the State Board of Education.

Emergency Shelter means housing with minimal supportive services for homeless persons that limits occupancy to six months or less and that does not deny emergency shelter due to a person's inability to pay.

Equestrian means pertaining to horses and riders.

Erosion and Deposition is the removal of soils and the placement of these removed soils elsewhere by the natural forces of wind or water.

Established landscape means the point at which plants in the landscape have developed roots into the soil adjacent to the root ball.

Excavate(tion) means the mechanical removal of soils and/or underlying strata.

Existing Primary Dwelling is a legally permitted and existing primary dwelling on a lot, including a single-family dwelling or a multifamily dwelling.

Family is a single housekeeping unit.

Fast Food Restaurant is an establishment which offers quick food service which is accomplished through a limited menu of easily produced items. Orders are not taken at the customer's table, and food is served in disposable wrappings or containers.

Fence is a man-made wall or barrier, or vegetation installed or planted for the purpose of enclosing space or separating parcels of land.

Fill Material is dirt, structural rock or gravel, broken concrete and similar structural substances customarily used to raise the level of the ground, but excluding topsoil, bark, ornamental rocks or gravel placed on the surface of the ground.

Finished Grade is the final contour of the land surface prior to landscaping.

Fortune-Telling means the telling of fortunes, forecasting of future events or furnishing of any information not otherwise obtainable by the ordinary process of knowledge, by means of any occult or psychic power, facility or force, including, but not limited to, clairvoyance, clairaudience, cartomancy, psychometry, phrenology, spirits, tea leaves, or other such reading, mediumship, seership, prophecy, augury, astrology, palmistry, necromancy, mindreading, telepathy, or other craft, art, science, cards, talisman, charm, potion, magnetism, magnetized article, or substance, crystal gazing, oriental mysteries or magic, of any kind or nature.

Frontage is the side of a lot abutting a street (the front lot line), except the side of a corner lot.

Front wall means the nearest wall of a structure to the street upon which the structure faces, but excluding cornices, canopies, eaves, or any other architectural embellishments.

Front Yard See Yard, Front.

Fuel Service Station is an establishment which provides gasoline, diesel fuel, propane gas or similar fuel to the retail market.

Garage is an enclosed building, or a portion of an enclosed building used for the parking of vehicles.

Garden Apartments (Please see Apartments)

General Plan is the General Plan of the City of Banning.

Glare is the reflection of harsh, bright light, or "the physical effect resulting from high luminances or insufficiently shielded light sources in the field of view."

Golf Course is a large tract of land laid out for golf.

Government Facility means a use consisting of services and facilities operated by any level of government, excluding those uses listed separately in this Code.

Grade is the degree of rise or descent of a sloping surface (See Slope).

Gross Acreage is the total area within the lot lines of a lot or parcel of land before public streets, easements or other areas to be dedicated or reserved for public use are deducted from such lot or parcel, and does not include adjacent lands already dedicated for such purposes.

Gross Floor Area is the total square footage of all floors in a structure as measured from either the interior surface of each exterior wall of the structure or, if the structure does not have walls, from each outer edge of the roof. Exterior areas may constitute gross floor area.

Ground Floor means the floor of a structure that is closest in elevation to the finished grade along the facade of the structure that is principally oriented to the street which provides primary access to the subject property.

Grubbing shall mean the act of removing vegetation by the roots.

Guest Houses are living quarters, having no kitchen facilities, located on the same premises with a main building and occupied for the sole use of members of the family, temporary guest or persons permanently employed on the premises.

Half Story is a story under a gable, hip or gambrel roof, parts of which are not more that two feet above the floor of such story.

Hazardous Waste is all dangerous waste material, including substances composed of radioactive and hazardous components regulated by the county, state or federal government.

Hazardous Waste Storage is the holding of hazardous waste for a temporary period.

Hazardous Waste Treatment means the physical, chemical, or biological processing of hazardous wastes to make such wastes non-dangerous or less dangerous, safer for transport, amenable for energy or material resource recovery, amendable for storage, or reduced in volume.

Historic Landmark(s) is any structure or location over fifty years of age which meets the standards set forth in the city's General Plan and Municipal Code.

Home Occupation is an occupation, enterprise, activity, or profession which is incidental to a residential use, which is carried on for profit or customarily carried on for profit, which is not an otherwise permitted use in the zone in which it is pursued, which will not occupy more than twenty-five percent of the residence in which it is to be located, and which:

1. Will require clients, students or customers to come onto the premises where the home occupation is located; or

2. Will require commercial deliveries to be made to or from such premises.

Hospital is an institution providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity and other abnormal physical or mental conditions, and including, as an integral part of the institution, related facilities such as laboratories, outpatient facilities, extended care facilities or training facilities.

Hotel means eleven or more guest rooms or suites occupied on a transient basis, with most rooms gaining access from an interior hallway.

Improvement is any structure or man-made feature.

Infill development means any development that occurs on up to four contiguous vacant lots scattered within areas that are already largely developed or urbanized. Generally, these sites are vacant because they were once considered of insufficient size for development, because an existing building located on the site was demolished or because there were other, more desirable sites for development.

Inn See Hotel.

Interior Lot (See Lot, Interior)

Junior Accessory Dwelling Unit or JADU is a unit that is no more than five hundred square feet ~~in size, is contained entirely within a single-family residence, and may include separate sanitation facilities, or may share sanitation facilities with the existing structure.~~ of interior livable space in size and contained entirely within a single-

family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

Junk and Salvage Facility means a primary or accessory use of structures and/or land for storage, dismantling and/or selling of cast-off, unused, scrap or salvage material of any sort.

Kennel is any lot where four or more dogs, cats, or other small animals over the age of four months are kept, whether such keeping is for profit, breeding, or exhibiting, including places where said animals are boarded, kept for sale or hire.

Kitchen means any room, all or part of which is designated and/or used for storage, refrigeration, cooking and preparation of food.

Land Surface Modification is the clearing or removal of trees, shrubs, ground cover and other vegetation, and all grading, excavation and filling of materials. The removal of overhanging vegetation and fire hazards as specified in Title 8 of the Banning Municipal Code, shall not be deemed to be land surface modifications.

Landscaped area is the entire parcel less the building footprint, driveways, non-irrigated portions of parking lots, hardscapes such as decks and patios, and other nonporous areas.

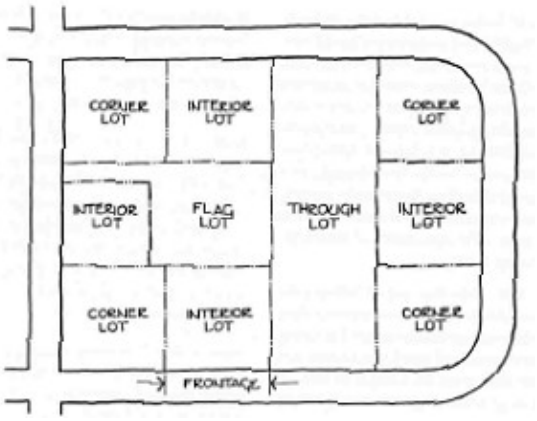
Landscaping is an area devoted to, or developed and maintained predominantly with native or exotic plant materials including lawn, groundcover, trees, shrubs, and other plant materials; and also including accessory decorative outdoor landscape elements such as pools, fountains, paved or decorated surfaces (excluding driveways, parking, loading or storage areas) and sculptural elements.

Living area means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

Livable space is a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

Lot is a parcel, tract or area of land established by subdivision, or as otherwise permitted by law, to be used, developed or built upon. The classification of lots are:

1. **Corner:** A lot located at the intersection of two or more streets at an angle of not more than one hundred thirty-five degrees. If the angle is greater than one hundred thirty-five degrees, the lot shall be considered an "interior lot."
2. **Flag:** A lot having access or an easement to a public or private street by a narrow, private right-of way or access easement.
3. **Interior:** A lot abutting only one street.
4. **Key:** A lot with a side line that abuts the rear line of any one or more adjoining lots.
5. **Reverse Corner:** A corner lot, the rear of which abuts the side of another lot.
6. **Through:** A lot having frontage on two generally parallel streets, with only one primary access.



Lot Area is the total horizontal area included within the boundary lines of a lot, exclusive of private and public streets, tidelands and shorelines.

Lot Coverage means the percentage of lot area which may be covered by any impervious surface, including structures, parking lots and storage areas.

Lot Depth is the average distance between the front and rear lot lines or between the front line and the intersection of the two side lines, if there is no rear line.

Lot Frontage is the portion of the lot contiguous to the street.

Lot Line means any boundary of a lot. The classifications of lot lines are:

1. **Front:** On an interior lot, the line separating the parcel from the street. On a corner lot, the shorter lot line abutting a street. (If the lot lines on a corner lot are equal in length, the front lot line shall be determined by the Director.) On a through lot, the lot line abutting the street providing the primary access to the lot.
2. **Interior:** Any lot line not abutting a street.
3. **Rear:** A lot line, not intersecting a front lot line, which is most distant from and most closely parallel to the front lot line. In the case of an irregularly shaped lot or a lot bounded by only three lot lines, a line within the lot having a length of ten feet, parallel to and most distant from the front lot line shall be interpreted as the rear lot line for the purpose of determining required yards, setbacks, and other provisions of this zoning ordinance.
4. **Side:** Any lot line which not a front or rear lot line.

Lot Width is the horizontal distance between the side lot lines, measured at right angles to the lot depth at a midway point between the front and rear lot lines.

Low Income Household is a household whose total gross income is less than or equal to eighty percent of the median household income in Riverside County.

Manufactured Home is a dwelling unit which is fabricated in one or more sections at a location other than the home site by assembly line-type production techniques or by other construction methods unique to an off-site manufacturing process.

Manufacturing Facilities, Light are those uses conducted entirely within an enclosed building which do not emit fumes or odors, and do not use or produce any chemical, hazardous material, acid or similar product in their processes.

Manufacturing Facilities, Heavy are those uses conducted entirely within an enclosed building which may emit fumes or odors, or use any chemical, hazardous material, acid or similar product in their processes. Heavy

manufacturing facilities may also produce materials which require special permitting or handling, including hazardous materials.

Marijuana means all parts of the plant Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It includes marijuana infused in foodstuff. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except resin extracted therefrom), fiber, oil, or cake, or the sterilized seeds of the plant that are incapable of germination.

Maximum Lot Coverage means the maximum percentage of the surface of the subject property that may be covered with materials which will not allow for the percolation of water into the underlying soils.

Median is a paved or planted area separating a street or highway into two or more lanes of opposing directions of travel.

Mobile Home is a structure, transportable in one or more sections, which is thirty-two body-feet or more in length and is eight body-feet or more in width, and which is built on a permanent chassis, and designed to be used as a dwelling unit with or without a permanent foundation when connected to the required utilities, and includes the plumbing, air conditioning and electrical system contained therein. The term mobile home does not include a commercial coach, recreational vehicle, motor home, manufactured home, or modular home.

Mobile Home Park is a tract of land developed and operated as a unit with lots, roads, utilities, recreational areas and facilities to accommodate mobile homes as occupied residential dwellings.

Mobile Home Subdivision is a subdivision where the residents own the lot on which the unit is located, their mobile home unit, and an interest in any common areas, roads, utilities, recreational areas and facilities.

Mobile Vending Vehicle shall mean any vehicle, as that term is defined in the California Vehicle Code, which is equipped or primarily used for retail sales of fruits, vegetables or produce, and/or prepared, prepackaged, or unprepared, unpackaged food of any kind on any public street, alley or highway or private street or alley within the city limits. The inventory of these vehicles is not necessarily limited to edible items and may include nonfood sundries. A human-powered cart for such vending also qualifies as a mobile vending vehicle.

Modular Homes are homes that are built off site but are built to the UBC standards rather than the Federal Manufactured Home Construction and Safety Standards.

Motel means guest rooms or suites occupied on a transient basis, with most rooms gaining access from an exterior walkway.

Multi-Family Dwelling is a building containing two or more dwelling units.

Natural Features are physical characteristics of the subject property that are not man-made.

Net Site Area is the total area within the lot lines of a lot or parcel of land after public street easements or other areas to be dedicated, sensitive areas, slopes and lands reserved for public use are deducted from such lot or parcel.

Nonconforming, Illegal means a structure, lot or use which did not conform to applicable laws when constructed or initiated, and does not conform to the provisions of this zoning ordinance.

Nonconforming Lot is a lot, the area, frontage or dimensions of which conformed to applicable laws when created, but does not conform to provisions of this zoning ordinance. See Chapter 17.88, Nonconforming Structures and Uses, of this zoning ordinance.

Nonconforming Structure is a structure which conformed to applicable laws when constructed but does not conform to provisions of this zoning ordinance. See Chapter 17.88, Non-Conforming Structures and Uses, of this zoning ordinance.

Nonconforming Use is a use complying with applicable laws when established but which does not conform to the provisions of this zoning ordinance.

Nonvolatile Solvent means any solvent used in the extraction process that is not a volatile solvent. For purposes of this Chapter only, nonvolatile solvents include carbon dioxide and ethanol.

Office is a place of employment providing services other than production, distribution or sale or repair of goods or commodities. The following is a non-exclusive list of office uses: medical, dental or other health care; veterinary, accounting, architectural, engineering, consulting or other similar professional services; management, administrative, secretarial, marketing, advertising, personnel or other similar personnel services; sales offices where no inventories or goods are available on the premises, real estate, insurance, travel agent, brokerage or other similar services. The following uses are specifically excluded from the definition of office: banks, loan companies and similar financial institutions.

Open Space includes undisturbed wilderness areas, parks, or that part of a development dedicated to undisturbed or landscaped area that is available for passive or active recreation.

Other Cannabis Uses means any location where commercial cannabis activity occurs that does not fall under the definition of Cannabis Commercial Indoor Cultivation, Cannabis Manufacturing Level 1, Cannabis Testing Laboratory, Cannabis Distribution Facility, Cannabis Microbusiness or Cannabis Personal Cultivation.

Outdoor Paging System is a permanently installed outdoor loudspeaker system capable of making announcements and/or playing recorded or live music.

Outdoor Storage means any material, including items for storage or sale, lease, processing and repair (including vehicles) not in an enclosed structure.

Owner means, in reference to property, the person listed at the county assessor's office as paying the property taxes on the subject property.

Parcel is a parcel of land under one ownership that has been legally subdivided or combined and is shown as a single legal parcel.

Park is any public or private land available for recreational, educational, cultural, or aesthetic use.

Parking Area means any area designed and/or used for parking vehicles.

Parking Space is an area which is improved, maintained and used for the sole purpose of temporarily accommodating a motor vehicle that is not in use.

Performance Bond is a written certificate guaranteeing to pay up to a specified amount of money if specified work is not performed; or any similar mechanism whereby the city has recourse to an identified fund from which to secure performance of specified work.

Person means any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, company, joint stock association, corporation, estate, trust, organization, business, business trust, public agency, school district, State of California, and its political subdivisions or instrumentalities, receiver, syndicate or any group or combination thereof, acting as a unit, including any trustee, receiver or assignee.

Permitted Use is any use allowed in a zoning district and subject to the provisions applicable to that district.

Planned Unit Development Permit (PUD) is a type of development characterized by comprehensive planning for the project as a whole, clustering of structures to preserve usable open space and other natural features, and a mixture of housing types within the prescribed densities of the zone.

Planning Department is the planning department of the City of Banning.

Planning Director is the director of the planning department of the City of Banning or his/her designee.

Planning Official is the director of the planning department or his/her designee.

Plot Plan means a detailed drawing of the total property described in an application, showing to scale the location of all present or proposed buildings and structures. The plan will also show the location of parking areas, number of stalls, access point(s) to city streets and landscaping proposed.

Primary Residence is the owner occupied structure on a legal lot which also contains an accessory dwelling unit.

Primary Unit **or dwelling** ~~shall mean a single-family residential unit constructed and intended as the principal building on a lot.~~ is the principal proposed or existing residential dwelling on a lot and may consist of a single-family dwelling or a multifamily dwelling.

Primary Vehicular Access means the major street from which the majority of vehicles enter the subject property.

Principal Use is the primary or predominant use of any lot, building or structure.

Property Line (See Lot Line)

Proposed dwelling means the principal proposed or existing residential dwelling on a lot and may consist of a single-family dwelling or a multifamily dwelling.

Proposed primary dwelling is a proposed primary dwelling on a lot that is the subject of an active building permit application, or that has received building permit approval but has not yet received a certificate of occupancy, and may consist of a single-family dwelling or a multifamily dwelling.

Public Access means a portion of private property subject to an easement giving the public the right to stand on or traverse this portion of the property.

Public Park is a park, playground, swimming pool, beach, pier, golf course or athletic field within the city which is under the control, operation or management of the city, the county, the state or other governmental entity.

Public Right-of-Way is a strip of land acquired by reservation, dedication, or other legal means and intended to be occupied by a road, trail, water line, sanitary sewer and/or other public uses.

Public Works Director means the director of the department of public works.

Quarry is a place where rock, ore, stone and similar materials are excavated, processed for sale or for off-site use.

Rear Yard (See Yard, Rear)

Recreational Vehicle means a vehicle towed or self-propelled on its own chassis or attached to the chassis of another vehicle and designed or licensed for temporary living quarters for recreational sporting purposes. The term recreational vehicle includes, but is not limited to, travel trailers, pick-up campers, camping trailers, motor coach homes, converted trucks or buses, boats and boat trailers, and all terrain vehicles.

Recreational Vehicle Park means a tract of land developed or operated as a unit with roads, utilities and community facilities to accommodate recreational vehicles on a transient, space rental basis.

Recycling is the process by which waste products, including automobiles, are reduced to raw materials and transformed into new products.

Religious Institution means a structure which is used primarily for religious worship and related religious activities.

Replacement Cost is the current cost to reconstruct a structure or part of the structure in a manner similar to its previous condition.

Residential Care Facility is a building or group of buildings that provide temporary or permanent housing to children or individuals with a disability, as defined by state or federal law, where the residents do not live together

as a single housekeeping unit, and where every person residing in the facility (excluding the operator of the facility, the operator's family, and the facility's staff) is a child or an individual with a disability. A residential care facility shall not be considered a boarding house.

Residential Care Facility, Large is a residential care facility in which seven or more children or individuals with a disability reside, which is either licensed by the state or unlicensed and not required by law to be licensed by the state.

Residential Care Facility, Small, Licensed is a state-licensed residential care facility in which six or fewer children or individuals with a disability reside, and which is required by state law to be treated as a residential use of property for zoning purposes. Licensed small residential care facilities that are required by state law to be treated as a residential use of property include, without limitation: Intermediate care facilities for the developmentally disabled (Health and Safety Code Section 1267.8(c)); Congregate living health facilities (Health and Safety Code Sections 1267.8(c), 1267.16(a)); Residential community care facilities, including foster family homes, small family homes, social rehabilitation facilities, community treatment facilities, and transitional shelter care facilities (Health and Safety Code Sections 1502, 1566.3); Residential care facilities for persons with chronic life-threatening illness (Health and Safety Code Section 1568.0831); Residential care facilities for the elderly (Health and Safety Code Section 1569.85); Pediatric day health and respite care facilities (Health and Safety Code Section 1761.4).

Residential Care Facility, Small, Unlicensed is a residential care facility in which six or fewer children or individuals with a disability reside, and which is not licensed by the state and is not required by law to be licensed by the state.

Rest Home is a structure used for the housing of and assisted caring for the aged and infirm. There shall be only incidental convalescent care not involving either a nurse or physician residing on the premises. There shall be no surgery, physical therapy or other similar activities.

Restaurant means a use providing preparation and retail sale of food and beverages, including cafes, coffee shops, sandwich shops, ice cream parlors, fast food take-out, and similar uses, and may include licensed "on-site" provision of alcoholic beverage for consumption on the premises when accessory to such food service.

Restaurant, Drive-Thru means a use providing preparation and retail sale of food and/or beverages, as defined under "Restaurant" with the added provision of one or more drive thru lanes for the ordering and dispensing of food and beverages to patrons remaining in their vehicles.

Retail Establishment is a commercial enterprise which provides goods and/or services directly to the consumer, whose goods are available for immediate purchase and removal from the premises by the purchaser and/or whose services are traditionally not conducted within an office use.

Retention of Storm Water is the collection of water due to precipitation in a given area, and the dispersement of these waters through the natural process of groundwater recharge and evaporation or the incorporation of this collection area into a natural stream or other body of water.

Review Authority is the person, committee, commission or council responsible for the review and/or final action on a land use entitlement.

Right-of-Way is land dedicated primarily to the movement of vehicles and pedestrians and providing for primary access to adjacent parcels. Secondarily, the land provides space for utility lines and appurtenances and other publicly owned devices.

Roofline is the line formed by the outside of the gable of the roof, or if the roof is flat or mansard, the top of the roof or mansard.

Rounding of Quantities is the consideration of distances, unit density, density bonus, density transfer calculations, or other aspects of development or the physical environment expressed in numerical quantities which

are fractions of whole numbers. The numbers are to be rounded to the nearest highest whole number when the fraction is .5 or more, and to the next lowest whole number when the fraction is less than .5.

Runoff is the overland or subsurface flow of water.

Satellite Dish Antenna is an apparatus capable of receiving or transmitting communications to or from a satellite.

School means an institution of learning, whether public or private, which offers instruction in those courses of study required by the California Board of Education. This definition includes a nursery school, kindergarten, elementary school, junior high school, senior high school, vocational or professional institution of higher education, including a community or junior college, college or university, or any special institution of education.

Second Dwelling Unit See, Dwelling Unit, Accessory.

Senior Citizen Household means a household which consists of people, all of whom are age fifty-five or older.

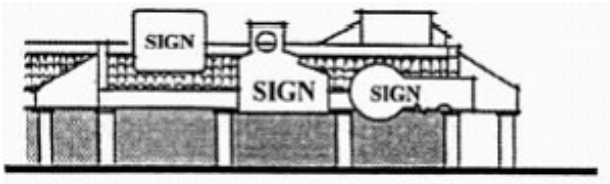
Senior Congregate Care Housing is a structure(s) providing residence for a group of senior citizens (fifty-five years of age or older) with central or private kitchen, dining, and recreational facilities with separate bedrooms and/or living quarters.

Setback means the minimum distance that a building or use must be removed from its lot lines.

Side Yard See Yard, Side.

Sidewalk/Parking Lot Sale is a promotional sales event conducted by one or more businesses which is held outside the confines of the commercial or manufacturing structure(s) in which such business is normally conducted and which sale involves the outdoor display within a paved or concreted area on the same lot as the structure(s) of merchandise which is normally displayed within the structure(s).

Sign is any communication device, structure, or fixture which is intended: to identify a building, use, business, or event, or to promote the sale of a product, goods, or service, using graphics, letters, figures, symbols, trademarks or written copy, and as further defined in this section. Painted wall designs or patterns which do not represent a product, service or registered trademark, and which do not identify the user, are not considered signs.



Silt or Sediment means the soil particles mobilized and deposited by the processes of erosion and deposition.

Single-Family Dwelling is a building containing one dwelling unit.

Single Housekeeping Unit is one or more individuals, whether related by blood, marriage, legal adoption or not, jointly occupying a dwelling unit, including the joint use of and responsibility for common areas, and sharing household activities and responsibilities such as meals, chores, household maintenance, and expenses, and where, if the

unit is rented, all adult residents have chosen to jointly occupy the entire premises of the dwelling unit, under a single written lease with joint use and responsibility for the premises, and the makeup of the household occupying the unit is determined by the residents of the unit rather than the landlord or property manager.

Single-Occupant Vehicle or **SOV** means a motor vehicle occupied by one employee for commute purposes, including a motorcycle.

Single Room Occupancy Facility is a building or group of buildings with one or more guest rooms without kitchen and/or sanitary facilities in individual guest rooms, and which is also the primary residence of the guests.

Single Use Building is a building which contains only one use.

Site Plans are plans prepared to scale, showing accurately and with complete dimensioning, the boundaries of a site and the location of all buildings, structures, uses, and principal site development features proposed for a specific parcel of land.

Slope means the degree of deviation of a surface from the horizontal, usually expressed in percent or degrees.

Slope Percentage = Rise X 100 = %
Run

Slope Ratio = Run = (x) feet run to one foot rise = x:1
Rise

Grade	100%	50%	40%	33.3%	30%	25%	20%	15%	12%	10%	8%	6%
Degrees	45	26.6	21.8	18.4	16.7	14	11.3	8.5	6.8	5.7	4.6	3.4
Ratio	1:1	2:1	2.5:1	3:1	3.3:1	4:1	5:1	6.7:1	8.3:1	10:1	12.5:1	16.7:1

Small Animals are dogs, cats, birds, small exotic animals (snakes, tortoises, gerbils, mice, guinea pigs, etc.).

Smoking Lounge means any establishment or location that is dedicated, in whole or in part, to the smoking or use of tobacco cigarettes, cigars, chewing tobacco, and dipping tobacco, or other tobacco substances which under state law may only be legally sold to persons age eighteen and older. "Smoking lounges" include, without limitation, establishments referred to as cigar bars or loungers, hookah cafes, tobacco clubs or tobacco bars. A smoking lounge does not include grocery or convenience store establishments that sell tobacco products where (i) such tobacco products are not the establishment's primary merchandise, and (ii) the establishment has no area dedicated to the smoking or use of tobacco products.

Specific Plan is a complete development plan for the subject property which conforms to the requirements of Chapter 17.96 of this zoning ordinance.

Stable, Private is an accessory structure for the keeping of horses or ponies for the use of occupants of the premises.

Stable, Commercial is a facility for the keeping of horses or ponies for compensation.

Stock in trade for the purposes of this section shall mean all books, magazines, posters, pictures, periodicals or other printed material readily available for purchase, rental, viewing or use by patrons of the establishment excluding material located in any storeroom or other portion of the premises not regularly open to patrons.

Storage is a space or place where goods, materials and/or personal property is put for more than twenty-four hours.

Storm Drainage is the movement of water, due to precipitation, either surficially or subsurficially.

Story is that portion of a building included between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, then the space between such floor and the ceiling above it. If the floor surface is on average not more than six feet above the finished grade, the area between the floor surface and the ceiling above is not a story.

Street is any public or private thoroughfare, which affords a primary means of access to abutting property.

Structural Alterations means any change in the supporting member of a building or structure.

Structure is anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground, including but not limited to any building, road, pipe, flume, conduit, siphon, aqueduct, telephone line, and electrical power transmission and distribution line.

Subject Property means the entire lot, series of lots or parcels on which a development or use is or will locate and that is otherwise subject to the provision of this Code.

Supportive Housing is housing occupied by a specified target population defined in Section 50675.14 of the California Health and Safety Code that has no limit on length of stay, and that is linked to onsite or offsite services that assist the resident in retaining the housing, improving his or her health status, maximizing his or her ability to live, and - when possible - work in the community. Supportive housing is a residential use subject to the same regulations and procedures that apply to other residential uses of the same type in the same zone.

Tattoo Studio means any business or premises dedicated to the act or process of marking or coloring the skin of any person by the insertion of pigment under or in the skin or by the production of scars. The term "tattoo studio" does not include businesses that offer permanent make-up as a service that is secondary to other business services.

Temporary Use is a use established for a specified period of time, with the intent to discontinue the use at the end of the designated time period.

Therapeutic Massage Establishment is a commercial establishment in which massage or other touching of the human body is provided for a fee.

Through Lot (See Lot, Through).

Topsoil means the uppermost strata of soil containing a large percentage of organic materials and which is capable of providing suitable nourishment for vegetation.

Traffic Control Devices are signs, signals, stripes and other mechanical or graphic items which control the flow or direction of vehicular and pedestrian traffic.

Traffic Safety Sight Area is a space that is set aside on a corner lot in which all visual obstructions, such as structures and plantings, that inhibit visibility and thus cause a hazard to traffic and pedestrian safety, are prohibited.

Trail is a beaten track typically used by pedestrians or equestrians for many years.

Transient Basis means a continuous period of twenty-nine days or less.

Transitional Housing is rental housing operated under program requirements that terminate assistance to residents and recirculate the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less that six months from the initial occupancy date of the recipient. Transitional housing is a residential use subject to the same regulations and procedures that apply to other residential uses of the same type in the same zone.

Transmission Line is a line that carries electrical power, natural gas, telephone or other utility service and delivers it to a distribution substation.

Travel Trailer (See Recreational Vehicle)

Tree means any self-supporting woody plant together with its root system, growing upon the earth usually with one trunk at least three inches in diameter at a height of four and one-half feet above the ground, or a multistemmed trunk system with a definitely formed crown.

Tree Removal is the actual removal or causing the effective removal through damaging, poisoning, or other direct or indirect actions resulting in the death of the tree.

Tree Worthy of Preservation is any tree with a diameter of six inches or more which is determined by the city to be unique by reason of age, size, rarity or status as a landmark or indigenous species specimen.

Uniform Building Code is the Uniform Building Code as amended and adopted in Chapter 6 of the Banning Municipal Code.

Use means the nature of the activities taking place on private property or within structures thereon. Each separate listing under the "Use" column in Sections 9102 through 9105 this Ordinance is a separate use.

Utility means a private business organization such as a public service corporation, including physical plant facilities, performing some public service and subject to special governmental regulations, or a governmental agency performing similar public services, the services by either of which are paid for directly by the recipients thereof. Such services shall include but are not limited to: electric power, telephone, cable television, gas and transportation for persons and freight.

Utility Facility is a physical improvement through which a utility supplies services, including but not limited to telephone transmission lines and substations, electrical transmission lines and substations, electric generating facilities, natural gas transmission lines and substations, cable related facilities, and storage or equipment yards for any utility. Distribution lines and administrative or customer service office facilities which do not include a utility facility are not included in this definition.

Variance is a discretionary entitlement which permits the departure from the strict application of the standards contained in this zoning ordinance.

Vehicle Storage Area means an outside area which is used for the storage of operational vehicles.

Vehicular Access Easement is a privately owned right-of-way.

View Corridor or **Viewshed** means an open area that provides an unobstructed view across the subject property.

Vista See View Corridor.

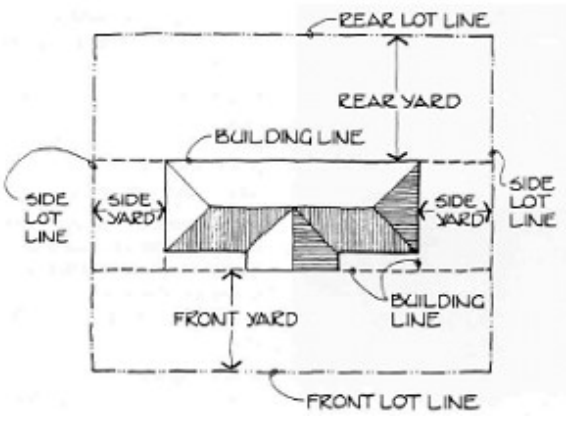
Volatile Solvent means any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Examples of volatile solvents include, but are not limited to, butane, hexane, and propane.

Wholesale Trade means a commercial establishment which sells to retail establishments.

Wild Animals are those animals not considered pets, cattle, equine or domestic, what normally occur in the wild.

Xeriscape or **Xeriscaping** is a landscaping technique which uses efficient design and irrigation as well as mulches, limited turf areas, improved soils, and drought tolerant or native plants to help conserve water.

Yard is an open space on a parcel of land unobstructed and unoccupied from the ground upward, except for projections permitted by this zoning ordinance.



Yard, Front is an area extending across the full width of the lot between the front lot line or the existing or future street right-of-way and a structural setback line parallel thereto. On corner lots, the shortest street frontage shall be the front yard in residential zoning districts, while the longest street frontage shall be the front yard in commercial/industrial zoning districts.

Yard, Interior Side is an area extending from the required front yard or, where there is no required front yard, from the front lot line to the required rear yard or, where there is no required rear yard, to the rear lot line and from the interior side lot line to a setback line parallel thereto.

Yard, Rear means an area extending across the full width of the lot between the rear lot line and a setback line parallel thereto. On flat lots, the rear yard location shall be determined through project review.

Yard, Side of Street is an area extending from the required front yard or, where there is no required front yard, from the front lot line to the rear lot line, and from the side street lot line, or the existing or future side street right-of-way (whichever is greater) to a structural setback line parallel thereto.

Zero Lot Line means the location of a structure on a lot in such a manner that one or more of the structure's sides rest directly on a lot line.

Zoning District is a portion of the city within which certain uses of land and structures are defined, and regulations are specified.

Zoning Map means the map designated as such and adopted by the city showing the geographical location of use zones within the municipal boundaries.

17.08.050 Accessory structures.

Accessory structures in residential zoning districts shall be compatible with the materials and architecture of the primary dwelling of the property. Accessory structures may only be constructed on a lot containing a main dwelling unit. Accessory structures may be built to within five feet of the interior side and rear property lines as long as these structures are not closer than ten feet to any other structure.

This section applies to accessory structures that are not "accessory dwelling units" or "junior accessory dwelling units." Accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) shall be regulated solely under Section 17.08.100 and applicable provisions of Chapter 13 of Division 1 of Title 7 of the Government Code (commencing with Section 66310). To the extent this section conflicts with State ADU/JADU law, State law controls.

17.08.100 Accessory dwelling unit standards.

A. These standards are adopted pursuant to California Government Code sections 65852.2 and 65852.22. The purpose of these standards is to establish procedures and standards for the development of accessory dwelling units and junior accessory dwelling units in a manner that preserves the integrity of single-family and multi-family residential areas, avoids adverse impacts on such areas, and ensures a safe and attractive residential environment.

B. Building permit application required. Applicants for accessory dwelling units or junior accessory dwelling units shall submit an application for approval of a building permit and the applicable application fee, as established by resolution of the City Council.

C. Notwithstanding the provisions of ch. 17.112 of this title, a building permit application for an accessory dwelling unit or junior accessory dwelling unit shall be considered ministerially without discretionary review or hearing.

1. Existing single-family or multi-family dwelling on lot. If there is an existing single-family or multi-family dwelling unit on the lot on which the accessory dwelling unit or junior accessory dwelling unit is proposed, the building permit application for the accessory dwelling unit or junior accessory dwelling unit shall acted upon within sixty days after receiving a complete building permit application, unless the sixty-day period is tolled upon the applicant's request.

2. New single-family or multi-family dwelling on lot. If a building permit application for an accessory dwelling unit or junior accessory dwelling unit is submitted with an application to construct a new single-family or multi-family dwelling on the lot, the building permit application for the accessory dwelling unit or junior accessory dwelling unit shall be acted upon after any permits required for the single-family or multi-family dwelling have been approved.

D. Notwithstanding the provisions of this section to the contrary, the City shall ministerially approve a building permit application within a residential or mixed-use zone to create any of the following:

1. One accessory dwelling unit or junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

a. The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than one hundred fifty square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress. For purposes of this section, the term "accessory structure" shall mean a structure that is accessory and incidental to a dwelling located on the same lot.

b. The space has exterior access from the proposed or existing single-family dwelling.

c. The side and rear setbacks are sufficient for fire and safety.

d. The junior accessory dwelling unit complies with the requirements of Subsection (F) of this section and Government Code Section 65852.22.

2. One detached, new construction, accessory dwelling unit that does not exceed eight hundred square feet or sixteen feet in height and has at least four-foot side and rear yard setbacks on a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in Subsection (D)(1) of this section.

3. At least one accessory dwelling unit within the portions of existing multi-family dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. The applicant may

request and the City shall allow the number of accessory dwelling units that equal up to twenty-five percent of the number of multi-family dwelling units in the existing building.

4. Not more than two detached accessory dwelling units that are located on a lot that has an existing multi-family dwelling so long as the units do not exceed a height of sixteen feet and have at least four-foot rear and side yard setbacks.

E. Except for those accessory dwelling units approved pursuant to Subsection D of this section, the following standards shall apply to accessory dwelling units:

1. General plan designation and zoning classification consistency. An accessory dwelling unit shall be consistent with the General Plan designation and the zoning classification for the lot. For purposes of this Subsection (E)(1), an accessory dwelling unit that conforms to the provisions of this section shall be deemed to be consistent with the General Plan designation and the zoning classification for the lot.

2. Zone. The accessory dwelling unit shall be located or proposed to be located on a lot zoned to allow single-family or multi-family dwelling residential use.

3. Density. An accessory dwelling unit shall not exceed the allowable density for the lot upon which the accessory dwelling unit is located or proposed to be located. For purposes of this Subsection (E)(3), an accessory dwelling unit that conforms to the provisions of this section shall not be considered to exceed the allowable density for the lot upon which it is located or proposed to be located.

4. Lot location. The accessory dwelling unit shall either be attached to, or located within, the proposed or existing primary single-family or multi-family dwelling, including attached garages, storage areas, or similar uses, or an accessory structure, or detached from the proposed or existing primary single-family or multi-family dwelling and located on the same lot as the proposed or existing primary single-family or multi-family dwelling.

5. Floor area.

a. The minimum gross floor area of an accessory dwelling unit shall be no less than the size of a two hundred twenty square foot efficiency unit. For purposes of this Subsection (E)(5)(a), the term "efficiency unit" shall have the same meaning as defined in Health and Safety Code Section 17958.1.

b. If there is an existing primary single-family or multi-family dwelling, the total floor area of an attached accessory dwelling unit shall not exceed fifty percent of the existing primary single-family dwelling or twenty percent lot coverage of the lot on which the existing multi-family dwelling is located.

c. The total floor area of a detached accessory dwelling unit shall not exceed one thousand two hundred square feet.

6. Lot coverage/floor area ratio. The total gross floor area of all covered structures, including an attached accessory dwelling unit, shall not exceed the lot coverage or floor area ratio as prescribed in the applicable zoning district, except that the lot coverage or floor area ratio prescribed in a particular zone shall not prohibit an accessory dwelling unit that is at least eight hundred square feet and sixteen feet tall, with four-foot rear yard and side yard setbacks.

7. Setbacks.

a. No setback shall be required for an existing living area, existing accessory structure, or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit. For purposes of this Subsection (E)(7)(a), the term "living area" shall mean the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

b. Any accessory dwelling unit that is not subject to Subsection (E)(7)(a) of this section shall be at least four feet from the side and rear lot lines.

8. Height. Notwithstanding the maximum height requirements applicable to the zone in which the lot is located, the maximum height of an attached or detached accessory dwelling unit shall be sixteen feet.

9. Parking.

a. On-site Parking. Accessory dwelling units shall not be subject to the provisions of the Parking Standards set forth in Chapter 17.32 of this title.

b. Replacement of On-Site Parking Not Required. The City shall not require the replacement of on-site parking spaces lost when a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit.

10. Local building code. Accessory dwelling units shall comply with building and fire code requirements that apply to detached dwellings, as applicable and set forth in the Building Ordinance of the City of Banning in Title 15, and the California Fire Code, as applicable and amended and codified in Chapter 8.16.

11. Fire sprinklers. An accessory dwelling unit shall not be required to provide fire sprinklers if sprinklers are not required for the primary single-family or multi-family residence.

12. Rental and conveyance. An accessory dwelling unit may be rented separate from the primary residence only for terms longer than thirty consecutive calendar days, but shall not be sold or otherwise conveyed separate from the primary residence.

13. Passageways. No passageway shall be required in conjunction with the construction of an accessory dwelling unit. For purposes of this section, the term "passageway" shall mean a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

F. The following standards shall apply to junior accessory dwelling units:

1. Number. The number of junior accessory dwelling units shall be limited to one per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.

2. Zone. The junior accessory dwelling unit is located or proposed to be located on a lot zoned to allow single-family dwelling residential use.

3. Lot location. A permitted junior accessory dwelling unit shall be constructed within the walls of the proposed or existing single-family residence.

4. Floor area. A junior accessory dwelling unit shall be a maximum of five hundred square feet of gross floor area. The gross floor area of a shared sanitation facility shall not be included in the maximum gross floor area of a junior accessory dwelling unit.

5. Access. A permitted junior accessory dwelling unit shall include a separate entrance from the main entrance to the proposed or existing single-family residence.

6. Kitchen. The permitted junior accessory dwelling unit shall include an efficiency kitchen, which shall include all of the following:

a. A cooking facility with appliances.

b. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

7. Utilities. For purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.

8. Owner-occupancy. Owner-occupancy is required in the single-family residence in which the junior accessory dwelling unit will be permitted, unless the property owner is another governmental agency, land trust, or housing organization. The property owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit.

9. Deed restriction. The property owner shall record a deed restriction, which shall run with the land, shall file the deed restriction with the City. The deed restriction shall include both of the following:

a. A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.

b. A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.

G. The following standards shall apply to accessory dwelling units described in Subsection (D) of this section:

1. The City shall not require, as a condition for ministerial approval of a building permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of nonconforming zoning conditions. For purposes of this Subsection (G)(1), the term "nonconforming zoning condition" shall mean a physical improvement on a property that does not conform with current zoning standards.

2. The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence.

3. A rental of an accessory dwelling unit created pursuant to Subsection (D) of this section shall be for a term longer than thirty consecutive days.

4. The City may require, as part of the building permit application to create an accessory dwelling unit connected to an onsite water treatment system, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last ten years.

H. In accordance with the timelines provided in Subsection (C) of this section, the directory of community development, or designee, shall approve an application for an accessory dwelling unit or junior accessory dwelling unit upon payment of all required fees set forth in Subsection (I) of this section and if all of the following requirements are met: (1) the accessory dwelling unit or junior accessory dwelling unit is located on property that is zoned to allow single-family residential uses, multi-family residential uses, or mixed-uses, as applicable; (2) the accessory dwelling unit or junior accessory dwelling unit is located on property that includes an existing or proposed primary single-family or multi-family dwelling, as required; (3) the accessory dwelling unit or junior accessory dwelling unit satisfies all applicable standards set forth in Subsections (E), (F), and (G) of this section. For purposes of this section, the term "proposed primary single-family or multi-family dwelling" shall mean a dwelling that is the subject of a permit application and that meets the requirements for permitting.

I. Fees and utility connections. Fees charged for accessory dwelling units and junior accessory dwelling units shall be determined in accordance with the provisions of Chapters 6 and 7 of the Mitigation Fee Act (Gov. Code, § 66000 et seq.).

1. An accessory dwelling unit shall be considered a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, only if the accessory dwelling unit is constructed in conjunction with a new single-family dwelling.

2. No impact fee shall be imposed upon the development of an accessory dwelling unit that is less than seven hundred fifty square feet. An accessory dwelling unit that is seven hundred fifty square feet or more shall be subject to impact fees in proportion to the square footage of the primary dwelling unit. For purposes of this Subsection (I)(2), the term "impact fee" shall have the same meaning as the term "fee" is defined in Government Code Section 66000(b), except that it also includes fees specified in Government Code Section 66477. The term "Impact fee" does not include any connection fee or capacity charge charged by the City.

3. An accessory dwelling unit described in Subsection (D)(1) of this section shall not be required to install a new or separate utility connection directly between the accessory dwelling unit and the utility, or impose a related connection fee or capacity charge, unless the accessory dwelling unit was constructed with a new single-family home.

4. An accessory dwelling unit not described in Subsection (D)(1) of this section shall install a new or separate utility connection directly between the accessory dwelling unit and the applicable utility purveyor. The Public Works Director shall determine the types and method of these connections. Consistent with Government Code Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

5. A junior accessory dwelling unit shall be subject to fees for inspection of the junior accessory dwelling unit to determine if the junior accessory dwelling unit complies with applicable building standards.

6. A junior accessory dwelling unit shall not be considered a separate or new dwelling unit for purposes of providing service for water, sewer, or power, including a connection fee.

J. Upon approval of an accessory dwelling unit or junior accessory dwelling unit on a lot, the lot shall not be further divided unless there is adequate area to divide the lot consistent with the general plan, zoning ordinance, the subdivision ordinance, and the Subdivision Map Act.

K. All construction, structural alterations, or additions made to create an accessory dwelling unit or junior accessory dwelling unit shall comply with current building, electrical, fire, and plumbing codes regulations that apply to detached dwellings, as applicable.

L. In the event of any conflicts between the standards set forth in this section and those set forth in the regulations of the applicable zoning district, the provisions of this section shall prevail.

(Zoning Ord. dated 1/31/06, § 9102.03(2)(F).)

(Ord. No. 1414, § 3(exh. A), 1-26-10; Ord. No. 1512, § 6, 10-10-17; Ord. No. 1559, § 6, 3-24-20)

Editor's note(s)—Ord. No. 1512, § 6, adopted October 10, 2017, changed the title of § 17.08.100 from second unit standards, to read as herein set out.

17.08.250 Single-family architecture.

The focus of development should be on the creation of high quality residential environments. Although there is no particular required architectural style for any of Banning's neighborhoods, architecture should be compatible with surrounding character including harmonious building style, form, size, color, materials, orientation, and roofline. Residences should be compatible with one another, but each should be unique in its own way.

A. Facade and Roof Articulation.

1. Long uninterrupted exterior walls should be avoided on all structures. All structure walls should have relief to create an interesting blend with landscaping, structures, shadows and light. The articulation of facades and the massing of structures tends to give them richness and scale. Incorporation of varied texture, relief and design elements on building walls can soften the appearance of the residence.

2. For sloped roofs, both vertical and horizontal articulation is encouraged. Roof articulation may be achieved by changes in plane of at least two feet and six inches, and through the use of traditional elements such as gables, hips and dormers. Flat roofs are strongly discouraged, and A-frame type roofs are generally simpler and less articulated than what would be considered ideal.

B. Varied Structure Design. In tract developments, structures should be designed to create variety and interest. There should be a significant difference in the exterior finish, massing and composition, of adjacent houses. One design should not be repeated more often than every fourth house.

C. Attached Dwellings.

1. Single family attached dwellings should be designed in a way which projects an image of high quality customized homes. Preferred configurations include treatment as apparently large single family units, or as traditional row houses or town houses.

2. Features such as walls should be incorporated to lengthen the horizontal elements of elevations and to reduce the visual impact of garage doors.

3. Driveways should be grouped with a separate planting strip to provide maximum usable green space, lawn, and gardening areas.

4. Garages must be set back from the street sufficiently to allow driveway parking without the intrusion of cars into the sidewalk, thus blocking the way of cyclists or pedestrians. In addition, garages should have a single story appearance at the front of the building to allow a stepped-back architectural transition for two story structures.

D. Scale. Building scale and form should relate to the use of the structure as a single family dwelling. Structures should be built on a human scale, so as not to overwhelm or dominate the neighborhood, or the residents of the immediate dwelling or adjacent dwellings.

E. Finish Materials.

1. Materials to be avoided include metal or aluminum siding and roofs, reflective materials and finishes, and unfinished concrete block.

2. The use of different materials on different planes tends to make the materials appear substantial and integral. Material changes not accompanied by changes in plane also frequently give material an insubstantial or applied quality.

3. All structure elements should be architecturally treated. The proper choice and mix of materials on the facades of structures and garage doors, is instrumental in providing an attractive living environment. Materials should be consistently applied and should work harmoniously with adjacent materials. Piecemeal embellishment and frequent changes in materials should be avoided.

F. Vents and Downspouts. Gutters, roof flashing, downspouts, vents and other roof features and protrusions should be finished to match the adjacent materials and/ or colors.

G. Equipment Screening. All heating and air conditioning equipment, pool equipment, etc., must be located in the side or year yard, and must be screened. The method of screening must be architecturally compatible in terms of materials, color, finish, shape and size. The screening design should blend wit the building design. Where individual equipment is provided, a continuous screen is desirable. Landscaping of sufficient density and height may be used for equipment screening.

H. Ancillary Structures. Ancillary structures such as guest houses, accessory dwelling units, barns, storage sheds, cabanas, and the like, should be designed to be architecturally compatible with the main structure through the use of walls, roofs, trellises, fences, wall connections, and/or landscaping.

I. Garage Doors. Garage doors provide a major visual element of a home. They should appear to be set into the walls, rather than flush with the exterior wall, and garage door design should be kept simple, clean, and unadorned.

J. Lighting Fixtures/Intensity. Strong and harsh lighting has been shown to be a major stressor to wildlife, places excess emphasis on a dwelling, eliminates night time views, and is intrusive to neighbors, and thus is strongly discouraged. All on site lighting shall be stationary, light source shall not be visible, carefully directed away from adjacent properties and public rights-of-way, and of no more than the intensity appropriate to the residential use of the property.

K. Applicability to ADUs/JADUs.

1. ADUs and JADUs shall be reviewed and approved ministerially and are not subject to discretionary architectural review or subjective compatibility determinations under this section.

2. Accessory dwelling units and junior accessory dwelling units subject to Section 17.08.100 and Government Code Section 66314 shall be subject only to objective standards authorized by State law and adopted in this Code. Any accessory dwelling unit or junior accessory dwelling unit qualifying for ministerial approval under Government Code Section 66323 shall not be subject to local design or development standards except as expressly authorized by Government Code Section 66323.

17.12.190 Multi-family architecture.

The focus of multi-family residential development should be on the creation of high quality residential environments. Although there is no particular required architectural style for any of Banning's neighborhoods or zoning districts, architecture should be compatible with that of the surrounding residences and buildings. Compatibility should include harmonious building style, as well as form, size, scale, color, height, materials, finish orientation, and roofline.

Multi-family residences should be compatible with one another, but each should be unique in some way. Multi-family residences are often developed adjacent to single family neighborhoods, and measures should be taken to ensure that the height and bulk of higher density projects do not negatively impact these lower density residential areas. Multi-family architecture should create the appearance of individual units, and should use same the same quality of materials and treatments as single-family homes. Whenever possible, garages are encouraged over the use of carports.

A. Facade and Roof Articulation.

1. Long uninterrupted exterior walls should be avoided on all structures. All structure walls should have relief to create an interesting blend with landscaping, structures, shadows and light. Extremely long structures are acceptable, if they are appropriately articulated. However structures exceeding 150 feet in length are discouraged.

2. Separations, changes in plane and height, and the inclusion of elements such as balconies, porches, arcades, dormers, and cross gables mitigate the barracks like quality of flat wall and roofs of excessive length. Secondary hipped or gabled roofs covering the entire mass of a building are preferable to segments of pitched roof applied at the structure's edge.

B. Scale.

1. Building scale and form should relate to the use of the structure as a multi-family dwelling. Structures should be built on a human scale, so as not to overwhelm or dominate the neighborhood, or the residents of the immediate dwelling or adjacent dwellings.

2. As multi-family developments are usually taller than one story, their bulk can be imposing on surrounding uses and on single family homes. The scale of such projects should be moderated by the context of their surroundings.

C. Building/Finish Materials.

1. The building and its elements shall be unified in textures, colors, and materials to pro-vide an order and coherence within the project.

2. The composition of materials shall avoid giving the impression of thinness. Veneers should turn corners, avoiding exposed edges.

3. The use of artificial materials (e.g., imitation brick, stone, and other simulated materials) is not allowed.

4. Materials shall be very durable, require low maintenance, and relate a sense of permanence.

5. Frequent changes in materials shall be avoided.

6. Columns, trellises, porches, colonnades, and similar elements shall use materials and colors that are compatible with the adjacent building.

7. The use of wood fencing along a project boundary or adjacent to streets shall not be allowed.

D. Balconies, Porches, and Patios.

1. The incorporation of balconies, porches, and patios (whether private or accessible to use by all residents) within multi-family structures is strongly encouraged for both practical and aesthetic value. These elements should be integrated to break up large wall masses, offset floor setbacks, and add human scale to structures.

E. Dwelling Unit Access.

1. The use of long, monotonous balconies and corridors providing access to five or more units should be avoided. Access points to units should be clustered in groups of four or less. The use of distinctive architectural elements and materials to denote prominent entrances is encouraged.

F. Exterior Stairs.

1. Stairways should be of smooth stucco, plaster or block, with accent trim of complimentary colors, stone or tile work.

G. Carports, Garages, and Accessory Structures.

1. Parking garages within multi-family residential structures should be enclosed behind garage doors. Carports, detached garages, and accessory structures should be designed as an integral part of the architecture of the projects.

2. Garages shall be designed similar in materials, color and detail to the principal structures of the development. Carports may utilize flat roofs but should not project above any exterior walls adjacent to streets.

3. Prefabricated metal carports may not be used. When garages are utilized, doors shall be recessed into walls, rather than flush with the exterior wall. Their design should be simple and unadorned, yet high quality materials should be used such.

H. Gutters and Downspouts.

1. Gutters, roof flashing, downspouts, vents and other such features and protrusions should be finished to match the adjacent materials and/or colors. Gutters and downspouts should be concealed unless they are designed as a continuous architectural feature.

2. Exposed gutters used as architectural features should be colored to match fascia or wall material. Exposed downspouts should be colored to match the surface to which they are attached unless copper is used. Roof vents should be colored to match roofing materials or the dominant trim color of the structure.

J. Mechanical and Utility Equipment.

1. Utility meters and equipment must be placed in locations which are not exposed to view from the street or from the general grounds, and they must be suitably screened or hidden by bushes, hedges or other landscaping, while still remaining accessible.

2. All screening devices are to be compatible with the architecture and color of the adjacent structures. All mechanical equipment whether mounted on the roof or ground, must be screened from view.

K. Antennas.

1. All new units must be pre-wired to accommodate cable reception. All antennas should be placed in attics or building interiors.

2. Satellite antennas are specifically prohibited on roofs, and should be considered early in the design process in terms of location and any required screening.

L. Walls. Walls and fences are an important part of the streetscape and should be designed thoughtfully. Walls and fences should have the following characteristics:

1. Both sides of all perimeter walls or fences should be architecturally treated.
2. Walls should be of smooth stucco finish, or of plaster or of other approved masonry or stonework. They should be designed in a style, materials and color to complement the adjacent dwelling units.
3. Chain link fences and barbed wire are not acceptable materials.
4. Wood, masonry, vinyl and adobe are acceptable fence/wall materials.
5. Decorative masonry walls, including, but not limited to, slump stone and split-face block can be used without a stucco or plaster finish, but must be architecturally treated and complement the adjacent dwelling units.
6. All property fencing must be compatible in design and of similar materials.

M. Applicability to ADUs/JADUs.

1. Accessory dwelling units (ADUs) shall be reviewed and approved ministerially and shall not be subject to discretionary architectural review or subjective compatibility findings.
2. Accessory dwelling units subject to Section 17.08.100 and Government Code Section 66314 shall be subject only to objective standards authorized by State law and adopted in this Code. Any accessory dwelling unit qualifying for ministerial approval under Government Code Section 66323 shall not be subject to local design or development standards except as expressly authorized by Government Code Section 66323.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
651 Bannon Street, Suite 400
Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

December 5, 2025

Mark Staples
Planning Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Dear Mark Staples:

RE: City of Banning – Accessory Dwelling Unit (ADU) Ordinance Updates – Letter of Technical Assistance

The most recent ADU ordinance on file for the City with the California Department of Housing and Community Development (HCD) is from 2020. Given the numerous changes to State ADU Law since the adoption of the ordinance, the ordinance may be outdated and out of compliance with State ADU Law. If HCD's records are incorrect, and a new ordinance has been adopted, please submit it to the ADU Portal for HCD's review.

Below are the changes to State ADU Law that have occurred in recent years and may warrant an update to the City's ADU ordinance:

Updates to the ADU Handbook (2025)

- Clarifies that ADU Law prohibits deed restrictions on ADUs. A deed restriction would be an "additional standard" and thus cannot be imposed on ADUs (Gov. Code, § 66315).
- Clarifies that homeowners' associations (HOAs), as a third party, cannot influence the approval of an application to create an ADU. Third party reviews by an HOA or their representatives or agents would violate State ADU Law. (Gov. Code, § 66315.) No other local ordinances, policies, or regulations may be applied in the approval or denial of an ADU or junior ADU (JADU) permit application (Gov. Code, § 66317, subd. (c)).
- Clarifies that a local agency may not require parking as a condition to permitting a JADU, even when the JADU is converted from an attached garage (Gov. Code, § 66334, subd. (a)).

Changes to ADU Law in 2025:

- Specifies that if a JADU has shared sanitation facilities with the primary structure, owner-occupancy will be required. If the JADU does *not* have shared sanitation facilities, owner-occupancy will *not* be required (Gov. Code, § 66333, subd. (b)).
- Require rental terms for JADUs for terms longer than 30 days (Gov. Code, § 66333, subd. (g)).
- Specifies that if a local agency fails to submit an adopted ADU ordinance to HCD within the 60-day timeline or fails to respond to HCD's findings regarding their ordinance within the 30-day timeline, that ordinance is null and void and the local agency must only apply State ADU Law when permitting ADUs (Gov. Code, § 66326, subd. (d)).
- Revises the definition of a "junior accessory dwelling unit" to require the size of a JADU to be no more than 500 square feet of interior livable space (Gov. Code, § 66313, subd. (d)).
- Revises the limitations on impact fees to, instead, prohibit impact fees upon the development of an ADU that has 750 square feet of interior livable space or less or a JADU that has 500 square feet of interior livable space or less, and to require that any impact fee on an ADU that has more than 750 square feet of interior livable space be charged proportionately in relation to the square footage of the primary dwelling unit (Gov. Code, § 66311.5, subds. (a) – (d)).
- Requires a permitting agency to determine whether an application for an ADU or JADU is complete and provide written notice of the determination not later than 15 business days after the permitting agency received the application (Gov. Code, § 66317, subd. (a)(2)(A)).
- Requires the permitting agency to provide the applicant with a list of incomplete items and a description of how the application can be made complete in the written notice and authorizes the applicant to cure and address the application, as specified, if it is determined that an application is incomplete (Gov. Code, § 66317, subd. (a)(2)(B)).
- Requires the permitting agency to provide a process for the applicant to appeal a denied application, as provided, and requires the permitting agency to provide a final written determination by not later than 60 business days after receipt of the written appeal if a permit application is determined to be incomplete or is denied (Gov. Code, § 66317, subd. (d)(1)).
- Specifies that an ADU or JADU that contains less than 500 square feet of interior livable space does not increase assessable space.
- Revises size limitations to be based on the square footage of interior living space of the ADU (Gov. Code, § 66321, subds. (b)(2)(A), (b)(2)(B), and (b)(3)).
- Specifies the number of allowable ADUs per lot with a proposed or existing single-family dwelling (Gov. Code, § 66323, subd. (a).

- Clarifies that fire sprinklers are not required for a JADU if the primary residence does not have fire sprinklers and that the addition of a JADU cannot trigger the requirement for fire sprinklers (Gov. Code, § 66323, subd. (d)).
- Adds section 66333.5, which specifies that if a local agency fails to submit an adopted JADU ordinance to HCD within the 60-day timeline or fails to respond to HCD's findings regarding their ordinance within the 30-day timeline, that ordinance is null and void and the local agency must only apply State ADU Law when processing applications for ADUs.
- Requires a local agency to issue a certificate of occupancy for an ADU constructed in a county that is subject to a proclamation of a state of emergency made by the Governor on or after February 1, 2025, even if the primary dwelling has not yet been issued a certificate of occupancy, if certain requirements are met, including that the primary dwelling was substantially damaged or destroyed by an event referenced in the state of emergency proclamation (Gov. Code, § 66328).
- Creates an exception to areas that fall under the California Coastal Act by requiring a local government or the Coastal Commission, as specified, to either approve or deny a coastal development permit application for an ADU within 60 days of receiving a completed application (Gov. Code, § 66329, subd. (a).)
- Specifies that no reimbursement is required for school service charges, fees, or assessments sufficient to pay for the program or level of service within the meaning of Government Code section 17556 (Gov. Code, § 66329).
- Specifies that reasonable restrictions in covenants, restrictions, and conditions, as described in the Civil Code, shall not include any fees or other financial requirements (Civil Code, § 714.3, subd. (b)).

Changes to ADU Law in 2024:

- SB 477 (Chapter 7, Statutes of 2024) made changes to the numbering of the sections of the Government Code for State ADU and JADU Laws.
- Prohibits a local agency from denying a permit for an unpermitted ADU or JADU that was constructed before January 1, 2020, for building code violations, unless the local agency makes a finding that correcting the violation is necessary to comply with conditions that would otherwise deem a building substandard (Gov. Code, § 66332, subds. (a)-(c)).
- Defines "livable space" as a space in a dwelling intended for human habitation, as the term appears in Government Code sections 66313, subdivision (e), and 66323, subdivision (a)(3)(A).
- Provides that uncovered, off-street parking spaces demolished in conjunction with the construction of an ADU do not need to be replaced (Gov. Code, § 66314, subd. (d)(11)).

- Changes the allowable number of detached ADUs on a lot with an existing multifamily dwelling to eight detached ADUs, provided that the number of ADUs does not exceed the number of existing units on the lot (Gov. Code, § 66323, subd. (a)(4)(A)(ii)).
- Prohibits a local agency from imposing any objective development standards on 66323 Units that are not authorized by the provisions of Government Code section 66323, subdivision (a) (Gov. Code, § 66323, subd. (b)).

Changes to ADU Law in 2023:

- Sunsets a former prohibition on a local agency imposing an owner occupancy requirement on any ADU and instead prohibits a local agency from requiring owner occupancy for an ADU (Gov. Code, § 66315).
- Allows a local agency to adopt a local ordinance to allow the separate conveyance of the primary dwelling unit and ADU(s) as condominiums, subject to certain conditions (Gov. Code, §§ 66340-66342).

Changes to ADU Law in 2021:

- Allows a local agency to permit the separate conveyance of ADUs from the primary dwelling under Government Code section 66341 in certain circumstances.

Changes to ADU Law in 2020:

- Requires that an application for the creation of an ADU or JADU is deemed approved (not just subject to ministerial approval) if the local agency has not approved or denied the completed application within 60 days (Gov. Code, § 66317, subd. (a)).
- Requires ministerial approval of an application for a building permit within a residential or mixed-use zone to create one ADU and one JADU per lot (not one or the other), within the proposed or existing single-family dwelling, if certain conditions are met (Gov. Code, § 66323, subd. (a)(1)(A)).
- Allows for rental or leasing of a separate interest ADU or JADU in a common interest development, notwithstanding governing documents that otherwise appear to prohibit renting or leasing of a unit, and without regard to the date of the governing documents (Civ. Code, §§ 4740, subd. (a); 4741, subd. (a)).
- Allows a homeowner to create “any of the following”: one converted or attached ADU; one detached, new construction ADU; and one JADU (Gov. Code, § 66323, subds. (a)(1)-(2)). More information can be found in HCD’s 2025 ADU Handbook.

Changes to ADU Law in 2019:

- Prohibits a local agency from including requirements on minimum lot size in development standards for ADUs (Gov. Code, § 66314, subd. (b)(1)).
- Allows a local agency to designate areas where ADUs may be located based on the adequacy of water and sewer services, as well as on impacts on traffic flow and public safety (Gov. Code, § 66314, subd. (a)).
- Eliminates all owner occupancy requirements by a local agency for ADUs approved between January 1, 2020, and January 1, 2025 (Gov. Code, § 66315).
- Prohibits a local agency from establishing a maximum size of an ADU of less than 850 square feet, or 1,000 square feet if the ADU contains more than one bedroom and requires approval of a permit to build an ADU of up to 800 square feet (Gov. Code, § 66321, subds. (b)(2), (b)(3)).
- Prohibits a local agency from requiring replacement of off-street parking spaces for ADUs created through the conversion of a garage, carport, or covered parking structure (Gov. Code, § 66314, subd. (d)(11)).
- Reduces the maximum ADU and JADU application review time from 120 days to 60 days (Gov. Code, §§ 66317, subd. (a); 66335, subd. (2)).
- Clarifies that “public transit” includes various means of transportation that charge set fees, run on fixed routes, and are available to the public (Gov. Code, § 66313, subd. (m)).
- Adds impact fee exemptions and limitations based on the size of the ADU. ADUs up to 750 square feet are exempt from impact fees, and ADUs that are 750 square feet or larger may be charged impact fees, but those fees must be proportional in size (by square foot) to fees charged for the primary dwelling unit (Gov. Code, § 66324, subd. (c)(1)).
- Defines of an “accessory structure” to mean a structure that is accessory and incidental to a dwelling on the same lot (Gov. Code, § 66313, subd. (b)).
- Permits JADUs even where a local agency has not adopted an ordinance expressly authorizing them (Gov. Code, § 66320).
- Allows for a permitted JADU to be constructed within the walls of the proposed or existing single-family residence and eliminates the required inclusion of an existing bedroom and an interior entry into the single-family residence (Gov. Code, § 66333, subd. (d)).
- Requires, upon application and approval, a local agency to delay enforcement against a qualifying substandard ADU for five years to allow the owner to correct the violation, so long as the violation is not a health and safety issue, as determined by the enforcement agency (Gov. Code, § 66331; HSC, § 17980.12).

- Makes covenants, conditions, and restrictions that either effectively prohibit or unreasonably restrict the construction or use of an ADU or JADU on a lot zoned for single-family residential use void and unenforceable (Civ. Code, § 4751)).

If an existing ADU ordinance fails to meet the requirements of State ADU Law, the ordinance is "null and void" and the local jurisdiction must apply the standards set forth in State ADU Law until it adopts an ordinance that complies with state law (Gov. Code, § 66316). HCD recommends that a local jurisdiction with a noncompliant ADU ordinance repeal the ordinance to provide clarity for ADU applicants who may otherwise rely on the outdated ordinance.

HCD requests a response by January 4, 2026 with either (1) a description of how the ADU ordinance continues to comply with State ADU Law despite the changes to the law, or (2) a plan and timeline to either repeal the current ordinance or adopt an amended, compliant ordinance and submit it to HCD for review.

If you have any questions or need additional information, please contact Tyler Galli at Tyler.galli@hcd.ca.gov.

Sincerely,

Jamie Candelaria

Jamie Candelaria
Section Chief, ADU Policy
Housing Accountability Unit

City of Banning's Draft ADU Ordinance Preliminary Review

Reviewed by Auzzie Sheard
IV Reviewed on 04/17/2026
City Response can be seen in red

The following comments provide a non-exhaustive list of conflicts between current State ADU Law and the City of Banning (City) Draft ADU Ordinance (Ordinance). This preliminary review reflects findings that could potentially be included in an official findings letter if the City adopts the Ordinance without making amendments.

Areas of Concern:

1. Section 17.04.070 – *JADU Definitions* – The Ordinance states a Junior Accessory Dwelling Unit (JADU) is "a unit that is no more than five hundred (500) square feet of interior livable space in size, is contained entirely within a single-family residence, and may include separate sanitation facilities or may share sanitation facilities with the proposed or existing structure, consistent with State law and Section 17.08.100." Later the Ordinance states a JADU is "a unit that is no more than five hundred square feet of interior livable space in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the proposed or existing structure and shall comply with the requirements set forth in Section 66333 of the Government Code." These definitions are somewhat duplicative. The City may consider consolidating these provisions to streamline the information and improve overall readability and clarity for the reader.

   The Ordinance has been revised to consolidate and streamline the JADU definition language for consistency and clarity in both Section 17.04.070 and Section 17.08.100(C). The revised definition states that a JADU is a unit no more than five hundred square feet of interior livable space, contained entirely within a single-family residence, and that it may include separate sanitation facilities or may share sanitation facilities with the existing structure.

2. Section 17.04.070 – *Primary Dwelling Definition* – The Ordinance provides that a, "Primary Unit or dwelling is the *single-family dwelling* that serves as the primary residence for the lot. Proposed primary dwelling is a structure that is the subject of an active building permit application that meets the requirements for permitting a *single-family residence* or has received building permit approval but has not yet received an occupancy permit" (emphasis added). However, a primary dwelling or a proposed primary dwelling can also be a multifamily dwelling. Government Code sections 66314, subdivision (d)(2) and (3), as well as Government Code section 66323 subdivision (a) establishes that ADUs shall be allowed on lots is zoned to allow single-family

or multifamily dwelling residential use and includes a proposed or existing dwelling. The Ordinance must provide definitions for existing and proposed primary dwelling units that include multifamily dwellings.
The Ordinance has been revised to clarify that "Primary Dwelling," "Existing Primary Dwelling," and "Proposed Primary Dwelling" may consist of either a single-family dwelling or a multifamily dwelling, consistent with State law.

3. Sections 17.08.250 K.2. and 17.12.190 M.2. – *Design Standards Applicable to ADUs/JADUs* – The Ordinance states with regards to 'single-family architecture', "Any design standards applied to ADUs/JADUs must be objective, uniformly verifiable, and authorized by Government Code Chapter 13. 66323 Units shall not be subject to local design/development standards except as expressly authorized by Government Code Section 66323". In addition, the Ordinance states with regards to 'multi-family architecture', "To the extent any standards in this section are applied to ADUs/JADUs, they shall be limited to objective standards that are authorized by Government Code Chapter 13 and that do not conflict with Government Code Sections 66314 and 66323." However, an ADU seeking to be permitted under a local ADU ordinance must comply with the objective standards established via an ADU Ordinance adopted pursuant to Government Code section 66314. Conversely, an ADU seeking a permit under Government Code section 66323 unit only needs to comply with the standards expressly authorized in that section. The Ordinance should provide a stronger distinction between the two ADU types. The City may also consider utilizing the same language for both 17.08.250.K.2 and 17.12.190.M.2 to improve overall clarity for the reader, except that the regulations for 'multi-family architecture' cannot include JADUs. State ADU Law does not allow the City to permit JADUs within existing or proposed multifamily dwellings.

   The Ordinance has been revised to clarify that ADUs and JADUs subject to Section 17.08.100 and Government Code section 66314 are subject only to objective standards authorized by State law and adopted in the Code, while units qualifying under Government Code section 66323 are not subject to local design or development standards except as expressly authorized by State law. Section 17.12.190 was also revised so that the multifamily architecture provisions apply only to ADUs and do not include JADUs..

4. Section 17.08.100 Section 17.08.100 E. – *ADUs on Mixed-Use Lots* – The Ordinance, when establish objective standards, provides that, "This Section applies to ADUs and JADUs on lots with proposed or existing residential development where permitted by State law, including single-family and multifamily contexts as applicable." In addition, Section 17.12.020 of the Banning municipal code prohibits ADUs in General Commercial (GC) zones even though "Mixed-use, residential/commercial" uses may be permitted. These provisions and other provisions in the Ordinance do not clearly establish that ADUs may be created in mixed-use zones that allow for

residential use. However, Government Code section 66314, subdivision (d)(2) establishes that local ADU ordinances must provide for the creation of ADUs on lots "zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling," which includes mixed-use zones. Nothing in this finding precludes the City from designating areas within its jurisdiction where accessory dwelling units may be permitted, as authorized by Government Code Section 66314, subdivision (a).

The Ordinance has been revised to clarify that Section 17.08.100 applies to ADUs and JADUs on lots with proposed or existing residential development where permitted by State law, including single-family and multifamily contexts as applicable. This revision is intended to clarify applicability in mixed-use areas where residential use is allowed by State law.

5. Section 17.08.100 C.1.- – *Allowable Density and General Plan Consistency* – The Ordinance states, "For purposes of this Chapter: 'Accessory dwelling unit' is an attached or detached residential dwelling unit, not considered to exceed the allowable density of the parcel, that provides complete independent living facilities for one or more persons with permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel that the single-family or multifamily proposed or existing dwelling is situated." Government Code section 66314, subdivision (c) also requires the Ordinance to "Provide that accessory dwelling units… are a residential use that is consistent with the existing general plan and zoning designation for the lot."

   The Ordinance has been revised to state that an ADU shall not be considered to exceed the allowable density for the lot and shall be deemed a residential use that is consistent with the existing General Plan and zoning designation for the lot.

6. Section 17.08.100 C.2. and C.5. and C.6. – *Primary Dwelling Definitions* – The Ordinance states, "'Existing primary dwelling' is a legally permitted and constructed primary single-family residence," and "'primary dwelling' is the single-family dwelling that serves as the primary residence for the lot," and "'Proposed primary dwelling' is a structure that is the subject of an active building permit application that meets the requirements for permitting a single-family residence or has received building permit approval but has not yet received an occupancy permit." However, as noted in Finding 2, the Ordinance must provide definitions for existing and proposed primary dwelling that includes multifamily dwellings.

   The Ordinance has been revised so that the definitions in Section 17.08.100(C) are consistent with the revised definitions in Section 17.04.070 and expressly include both single-family and multifamily dwellings.

7. Section 17.08.100 E. – *Local Building Code* – The Ordinance is missing a

required provision. Government Code section 66314, subdivision (d)(8) requires a local ADU Ordinance to establish that ADUs must comply with local building code requirements, except that ADUs shall not constitute a group R occupancy change, as specified.

The Ordinance has been revised to add a Local Building Code subsection providing that ADUs shall comply with applicable local building code requirements that apply to detached dwellings, and that construction of an ADU shall not constitute a Group R occupancy change except as authorized by State law.

8. Section 17.08.100 E.2. – Application Review Processes – The Ordinance states, "the Department may delay action on the ADU/JADU application until action is taken on the primary or multifamily dwelling application…" (emphasis added). However, the department must approve or deny the ADU application. Government code section 66317, subdivision (a)(3) specifies "the permitting agency may delay approving or denying the permit application for the accessory dwelling unit until the permitting agency approves or denies the permit application to create the new single-family or multifamily dwelling…" (emphasis added).

   The Ordinance has been revised to clarify the completeness review, approval timelines, written denial requirements, appeal procedures, and pre-approved plan provisions. The processing language was also revised to address HCD's comment regarding concurrent applications and the timing of approval or denial.

9. Table 17.08.100 – *Maximum JADU Size* – The Ordinance states, "Up to 150 square feet may be added to an ADU or JADUcreated by conversion to accommodate ingress and egress. (Gov. Code, § 66323(a)(1)(A).)." However, Government Code section 66323, subdivision (a)(1)(A) only provides for converted accessory structures to include 150 square feet additions for ingress and egress. While Government Code section 66339.5, subdivision (b) does allow the City "to adopt less restrictive requirements for the creation of" JADUs, allowing JADUs to include expansions for ingress and egress changes the definition of JADU as established in Government Code section 66313, subdivision (d). The Ordinance must ensure that its JADU regulations are not altering the definition of JADU.

   The Ordinance has been revised to clarify that the 150-square-foot ingress/egress expansion applies only to converted ADUs as authorized by State law and does not apply in a manner that alters the statutory definition of a JADU.

10. Table 17.08.100 – *Front Setbacks* – The Ordinance establishes that ADUs shall have front setbacks that comply with the requirements of the underlying zone. However, Government Code section 66321, subdivision (b)(3) establishes that front setback requirements cannot preclude the creation of a

attached or detached ADU with at least 800 square feet of interior livable space and with four-foot side and rear yard setbacks. In addition, Government Code section 66323, subdivision (b), provides that a local agency "shall not impose any objective development or design standard that is not authorized by this section" on an ADU that meets the requirements of Government Code section 66323 subdivision (a). As a result, the City cannot impose local front setback requirements on ADUs that comply with section 66323. The Ordinance must include the exemptions discussed in this finding.

The Ordinance has been revised to clarify that front setback standards shall be applied in a manner consistent with State law and shall not preclude the construction of an ADU that must be allowed under Government Code sections 66321 and 66323.

11. Table 17.08.100 – *Side and Rear Setbacks* – The Ordinance establishes that ADUs shall have side and rear setbacks of no less than four feet. However, no setback shall be required for conversion ADUs. Government Code section 66314, subdivision (d)(7) states, "No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit".

    The Ordinance has been revised to clarify that no side or rear setback shall be required for an existing living area, existing accessory structure, or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an ADU or a portion of an ADU, consistent with State law.

12. Table 17.08.100 – *Building Separation* – The Ordinance establishes that detached ADUs shall have a building separation of no less than five feet. However, Government Code section 66323, subdivision (b), provides that a local agency "shall not impose any objective development or design standard that is not authorized by this section" on an ADU that meets the requirements of Government Code section 66323 subdivision (a). As a result, for a detached ADU that complies with Government Code section 66323, the City cannot require a minimum separation from other structures on the lot that beyond what is required in the local Building or Fire Code. In addition, pursuant to Government Code section 66321, subdivision (b)(3), local minimum distance requirements shall not preclude the creation of a detached ADU with at least 800 square feet of interior livable space and with four-foot side and rear yard setbacks. The Ordinance must include the exemptions discussed in this finding.

    The Ordinance has been revised to clarify that no minimum separation beyond applicable Building Code or Fire Code requirements shall be imposed on ADUs qualifying under Government Code section 66323, and that local

minimum distance requirements shall not be applied in a manner that would preclude an ADU required to be permitted by State law.

ADU Development Standards[1]				
Unit Type		**Multifamily ADU**	**ADU**	**JADU**
Lot Area Dimensions				
Size:		Determined by the underlying zoning district		
Width:				
Depth:				
Maximum Width/Depth Ratio:				
Density Per Lot[2]				
Minimum:		None	None	None
Maximum (Attached)	Existing:	Up to 25% of multifamily units	2 units	None
	Proposed:	2 units		
Maximum (Detached)	Existing:	8 units; Not to exceed existing primary unit count	2 units	Not allowed
	Proposed:	2 units		
Maximum (Conversion):		Up to 25% of multifamily units[3]	2 units	1 unit
Unit Size[4,5]				
Minimum:		200 square feet	200 square feet	150 square feet
Maximum (Attached):		1,200 square feet[6]	1,200 square feet[6]	Not allowed
Maximum (Detached):		1,200 square feet	1,200 square feet	Not allowed
Maximum (Conversion)[7]:		None	None	500 square feet
Setbacks[8]				
Front:		Per underlying zone	Per underlying zone	Setbacks of the existing structure apply, subject to State law
Side – Street Side:		4ft	4ft	
Side – Interior:		4ft	4ft	
Rear:		4ft	4ft	
Detached Unit Separation:		5ft[9]	5ft[9]	
Lot Coverage				
Maximum Coverage:		Determined by the underlying zoning district		
Building Height[10]				

Maximum (Attached):	25ft	25ft	25ft
Maximum (Detached)[11]:	18ft	18ft	N/A
Maximum (Conversion):	None[8]		
Parking and Loading			
Requirements:	Maximum one off-street parking space per ADU or per bedroom, whichever is less[12]	Maximum one off-street parking space per ADU or per bedroom, whichever is less[12]	None
Miscellaneous Requirements			
Sanitation Facilities:[13]	An ADU must have its own sanitation facility. A JADU may include separate sanitation facilities or may share sanitation facilities with the existing structure. A JADU without a separate bathroom must include a separate entrance from the main entrance to the proposed JADU, with an interior entry to the main living area.		
Unit Access:	A separate exterior entrance from the primary dwelling is required.		
Kitchen:	An ADU shall include a full kitchen that is separate from the primary dwelling. A JADU shall, at a minimum, be permitted to include an efficiency kitchen which shall contain a cooking facility with appliances and a food preparation counter with storage cabinets that are reasonable in size in relation to the JADU.		

Notes:

[1] The standards set forth in this table shall not preclude the construction of an attached or detached ADU with at least 800 square feet of interior livable space and four-foot side and rear yard setbacks, consistent with Government Code section 66321, subdivision (b)(3). Front setback, lot coverage, floor area ratio, open space, and similar development standards shall be applied in a manner consistent with State law.

[2] The maximum unit number is a total aggregate maximum regardless of type of ADU.

[3] Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

[4] Calculated based on livable space. The minimum unit size shall not prohibit the development of an efficiency unit as defined in Section 17958.1 of the Health and Safety Code.

[5] A junior accessory dwelling unit shall be contained entirely within a single-family dwelling and shall comply with Government Code section 66313, subdivision (d), and other applicable State law.

[6] If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling and at no time exceed 1,200 square feet.

[7] A converted ADU may include an expansion of not more than 150 square feet beyond the same physical dimensions of an existing accessory structure when limited to accommodating ingress and egress, as authorized by Government Code section 66323, subdivision (a)(1)(A). A JADU shall remain limited to no more than 500 square feet of interior livable space and shall not be enlarged in a manner that alters the definition of a JADU under Government Code section 66313, subdivision (d).

[8] No side or rear setback shall be required for an existing living area, existing accessory structure, or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an ADU or to a portion of an ADU, consistent with Government Code section 66314, subdivision (d)(7). Front setback requirements shall not preclude the construction of an ADU with at least 800 square feet of interior livable space and four-foot side and rear yard setbacks, consistent with Government Code section 66321, subdivision (b)(3). ADUs qualifying under Government Code section 66323 shall be subject only to setback requirements expressly authorized by State law.

[9] Notwithstanding the 5-foot minimum separation shown in this table, no minimum separation beyond applicable California Building Code, Fire Code, or Wildland-Urban Interface Code requirements shall be imposed on an ADU qualifying under Government Code section 66323. In addition, local minimum distance requirements shall not be applied in a manner that precludes the construction of an ADU with at least 800 square feet of interior livable space and four-foot side and rear yard setbacks, consistent with Government Code section 66321, subdivision (b)(3).

[10] Nothing in this note shall be interpreted to prohibit any ADU form required to be allowed under Government Code Section 66321, as amended.

[11] An additional two feet in height may be allowed, provided that the roof of the ADU matches the roof pitch of the proposed or existing primary dwelling.

[12] The spaces may be provided as tandem parking on a driveway and parking in setbacks are allowed as provided by Government Code Section 66314.

[13] Where the property is less than 0.50 acres and not connected to the city sewer system, with an existing primary residence, an Advanced Treatment System designed to accommodate each additional dwelling is subject to approval by Environmental Health Services for the additional dwelling.

13. Section 17.08.100 H.1. – *Fire Sprinklers* – The Ordinance states, “Fire sprinklers shall not be required for an accessory dwelling unit and junior accessory dwelling unit if they are not required for the primary dwelling.” Government Code section 66314, subdivision (d)(12) requires the Ordinance to also provide that the “construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.”

    The Ordinance has been revised to clarify that fire sprinklers shall not be required for an ADU or JADU if they are not required for the primary dwelling, and that the construction of an ADU shall not trigger a requirement to install fire sprinklers in the existing primary dwelling.

14. Section 17.08.100 H.3.C. – *Replacement Parking* – The Ordinance states, “No replacement parking shall be required when a garage, carport, covered parking structure, or uncovered parking space is demolished or converted in conjunction with an ADU.’ However, the Ordinance must specify that replacement parking shall not be required in conjunction with the construction of an ADU or conversion to an ADU, as described in Government Code section 66314, subdivision (d)(11).

    The Ordinance has been revised to provide that no replacement parking shall be required when a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU.

15. *References to Government Code Chapter 13* – The Ordinance contains multiple references to Government Code Chapter 13. This reference is incomplete, as the Government Code contains multiple Divisions containing a different Chapter 13. It is technically Chapter 13 of Division 1 of Title 7 of the Government Code. The Ordinance must provide a correct reference to State ADU Law (*Government Code sections 66310 - 66342*) for the reader.

    The Ordinance has been revised to update references to State ADU law to Chapter 13 of Division 1 of Title 7 of the Government Code (commencing with Section 66310), and to Government Code sections 66310 through 66342, as applicable.

Topic	Current BMC Language (as provided)	Compliance Gap	Required Change to BMC	Authority
Statutory citations	17.08.100(A) cites former 65852.2/65852.22	Outdated renumbering	Update all references to Gov. Code Ch. 13 (66310–66342)	Gov. Code Ch. 13
Ministerial framework	Some ministerial language exists, but mixed with local standards and Director-specific approval language	Risk of discretionary application	State clearly: ADU/JADU review is ministerial, non-discretionary by permitting agency/designee	66316, 66317, 66335
15-business-day completeness	Not fully codified in legacy text	Missing required procedure	Add full completeness/ resubmittal process: 15 business days, deficiency list, no new items on resubmittal, deemed complete if missed deadline	66317(a)(2), 66335(a)(2)
60-day decision + deemed approval	Partial 60-day language	Missing complete deemed-approved framework/details	Codify 60-day approve/deny timeline, tolling on applicant delay, and deemed approval if deadline missed	66317(a)(3), 66335(a)
Written denial standard	General denial language only	Missing statutory specificity	Require written denial with full list of defects + how to remedy	66317(b), 66335(b)
Appeal process	Not fully detailed	Missing required appeal timing	Add written appeal route and final written appeal decision within 60 business days	66317(d), 66335(e)

ADU owner-occupancy	Prior-era constraints may linger	ADU owner-occupancy generally prohibited	Explicitly prohibit ADU owner-occupancy requirement (except as state law may expressly allow in narrow contexts)	66315
JADU owner-occupancy	Current code requires broadly	Overbroad	Require owner-occupancy only if JADU shares sanitation; no owner-occupancy if separate sanitation or qualified owner entity	66333(b)
Deed restrictions (ADU)	Not clearly barred	HCD flags this as unlawful	Add express statement: no deed restrictions on ADUs as an added local standard	HCD 2025 guidance / 66315
Deed restrictions (JADU)	Present	Must match statute	Keep, but limit to JADU deed restriction content required by law	§66333(c)
JADU size terminology	“500 sq ft” but older wording in places	Must use interior livable space	Revise to “no more than 500 sq ft of interior livable space”	66313(d)
ADU/JADU impact fees	ADU 750 sf threshold present, JADU treatment incomplete	Must include JADU threshold and livable-space phrasing	No impact fee: ADU ≤750 sf interior livable space; JADU ≤500 sf interior livable space; proportional above threshold	66311.5(c)

Utility connections/capacity charges	Partially addressed	Must track §66311.5(d)-(e) exactly	For 66323(a)(1) units: no new/separate connection or related fee (except statutory exceptions); others only proportionate reasonable charges	66311.5(d)-(e)
Parking for JADU	Not always explicit	JADU parking cannot be required	Add explicit prohibition on parking requirement for JADUs	66334(a)
Parking exemptions for ADU	Partially included	Must match all state no-parking cases	Add full no-parking list, including transit, historic district, conversions, permit-zone no permits, car-share, concurrent new dwelling scenario	66322
Replacement parking	Covered for some cases	Must include uncovered spaces too	State no replacement parking when garage/carport/covered or uncovered space is demolished/converted with ADU	66314(d)(11)
Height standards	16-foot cap in existing 17.08.100(E)(8)	Under-allows state minimums	Replace with state minimum allowances: 16/18(+2 roof pitch)/25 attached, as applicable	66321(b)(4)

Size/coverage/FAR constraints	Percent-based and lot-coverage/FAR constraints remain	Cannot block 800 sf unit w/ 4-ft side/rear setbacks	Add explicit "state minimum development envelope" safe harbor	66321(b)(3)
Multifamily detached ADU count	Existing code caps at 2 detached on existing multifamily lot	Must allow more	Revise to allow up to 8 detached ADUs on existing multifamily lot, not exceeding existing unit count; up to 2 with proposed multifamily	66323(a)(4)
66323 unit standards	Local standards can still creep in	Not allowed for 66323-qualifying units	Add clause: no objective standard beyond what §66323 authorizes for those units	66323(b)
Nonconforming conditions	Limited protections	Must prohibit denial for unrelated nonconformities	Expand language: no denial/conditioning due to nonconforming conditions or unrelated violations that don't threaten health/safety and aren't affected by project	66322(b), 66323(c), 66336
Unpermitted pre-2020 ADUs/JADUs	Not fully codified	Missing required legalization framework	Add legalization process, no denial solely for listed violations, allow denial only for HSC 17920.3 findings, plus public checklist and	66311.7

			confidential inspection notice	
Fire sprinklers	Mostly correct for ADUs	Must also protect JADU and no-trigger rule	Clarify no sprinklers required in ADU/JADU if not required for primary; ADU/JADU cannot trigger retrofits in existing primary	66314(d)(12), 66323(d)
Architectural standards applicability	17.08.250 and 17.12.190 are subjective/discretionary	Cannot impose discretionary design review on ADUs/JADUs	Add explicit exemption / objective-only applicability statement for ADU/JADU permits	66315, 66317(c), 66335(d)
Accessory structure standards	17.08.050 (compatibility/setbacks) broadly applies	May conflict with ADU entitlements	Clarify 17.08.050 does not apply to ADUs/JADUs except where expressly authorized by state law	66314, 66321, 66323
HCD submittal deadlines	Not codified	Missing compliance process	Add mandatory submission to HCD within 60 days of adoption and 30-day response to HCD findings	66326, 66333.5
Null-and-void consequence	Not explicit	Important compliance risk	Add statement that noncompliant local ordinance is inoperative/null and state standards apply	66316, 66326(d), 66333.5(d)

Separate conveyance/sales	Older blanket prohibition language	Must recognize state carve-outs	Keep general no separate sale rule, but add exceptions for qualified nonprofit/qualified buyer and condominium framework if locally adopted	66341–66342
HOA/third-party approvals	Not always addressed in local text/practice	Third-party review not allowed as permit condition	Add explicit prohibition on requiring HOA/third-party approvals for ADU/JADU permitting	66317(c); HCD guidance

ADU & JADU FACT SHEET

Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs)

WHAT IS AN ADU?

An Accessory Dwelling Unit, or ADU, is an independent residential unit located on the same lot as an existing or proposed primary dwelling.

- **Detached** (stand-alone unit)
- **Attached** (connected to a main house)
- **Converted Space** (garage, room, or other existing area)
- **Above Garage or Accessory Structure**

KEY REQUIREMENTS

- Includes living, sleeping, eating, cooking, and sanitation facilities
- Must be on the same lot as primary dwelling
- May be attached, detached, or created within existing space
- Cannot be rented for 30 days or less
- Permits are required

GENERAL GUIDELINES

- **Zoning:** ADUs and JADUs are allowed on lots with existing or proposed residential uses, consistent with State law.
- **Parking:** Parking is not required in many cases, including units near transit, within existing structures, or when replacing a garage.
- **Setbacks:** Min. side and rear setback
  - Per State law - 4 ft
- **Permits:** Required for both ADUs and JADUs

WHAT IS A JADU?

A Junior Accessory Dwelling Unit, or JADU, is a smaller unit of no more than **500 s.f.** created within an existing or proposed single-family residence.

KEY REQUIREMENTS

- Max size: **500 s.f.**
- Must be within a single-family residence
- May share a bathroom with the main home
- Must include an efficiency kitchen (sink, cooktop, counter, cabinets)
- Separate exterior entrance required
- Cannot be rented for 30 days or less
- Owner-occupancy may be required if sanitation facilities are shared

WHY BUILD AN ADU OR JADU?

- Create housing for family, guests, or caregivers
- $ Earn Rental Income
- Increase property value
- Help address the housing shortage

WANT TO BUILD ONE?

Steps to Get Started:

1. Prepare your ADU or JADU plans.
2. Apply online through SmartGov.
3. Respond to any City review comments, if needed.
4. Receive permits and complete required inspections.

Apply @ https://ci-banning-ca.smartgovcommunity.com/Public/Home

Additional Information on ADU/JADUs: https://www.hcd.ca.gov/building-standards/adu/handbook

Contact us: Planning2@banningca.gov or BuildingandSafety@banningca.gov

Record Gazette
Your Community. Your Newspaper.

AFFIDAVIT OF PUBLICATION

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

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

PHN CC Meeting 6-9-26 ADU

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:

May 29, 2026

Executed on: May 29, 2026

At City of Banning, California

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

Kaila Yeaman
Signature

NOTICE OF PUBLIC HEARING AND ENVIRONMENTAL CONSIDERATION

NOTICE IS HEREBY GIVEN that a Public Hearing has been scheduled before the City Council of the City of Banning on **Tuesday, June 9, 2026 beginning at 5:00 PM** in the Banning City Council Chambers located at 99 East Ramsey Street, Banning, CA 92220 to consider a CEQA exemption and an amendment to the Banning Municipal Code described below. To observe the live meeting through your personal computer or smart phone enter the following link: https://banninglive.viebit.com or view on the Banning Government Channel on Cable Television.

Applicant: City of Banning Community Development Department

Location: Citywide

Project Description: The City Council will consider a recommendation from the Banning Planning Commission to adopt a CEQA E xemption pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h) and approve Zoning Text Amendment 26-0001 to amend Title 17 (Zoning) of the Banning Municipal Code regarding Accessory Dwelling Units ("ADUs") and Junior Accessory Dwelling Units ("JADUs").

Review of Project Information: The proposed application and related documents are available for public review during normal business hours (Monday – Friday, 8:00 am to 5:00 pm) by contacting the Community Development Department at (951) 922-3125 or via email at planning2@banningca.gov . The City Council agenda packet may be viewed online once it has been posted by the City Clerk at least 72 hours prior to the June 9, 2026 meeting via the following link http://www.banning.ca.us/906/Agendas-and-Minutes---2024-to-Present .

Comments on this Application: Any person may submit written comments to the City Council before the hearing or may appear

in person and be heard in support of, or opposition to, the proposed code amendment at the time of hearing. If you challenge the project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior to, the meeting (Government Code Section 65009[b][2]). The public hearing documents may be inspected by appointment at the Community Development Department located 99 E. Ramsey Street, Banning CA 92220. Written comments may also be emailed to the City Clerk at scalderon@ banningca.gov .

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at 951-822-3125. Notification 48 hours prior to the meeting Will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Si necesita ayuda con esta carta, por favor llame a la Ciudad de Banning y puede hablar con Sandra Calderon, teléfono (951) 922-3125.

Sandra Caleron, Deputy City Clerk
The Record Gazette
Published: On or before May 29, 2026
Published
Record Gazette
May 29, 2026

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Elizabeth Gibbs, City Manager**
MEETING DATE:	**June 9, 2026**
SUBJECT:	**Resolution No. 2026-89 Establishing a Continuing Budget and Authorizing City Expenditures/Appropriations Until the Operating Budget is Adopted for Fiscal Year 2026-2027, No Later Than September 30, 2026**

STAFF RECOMMENDATION:

Adopt Resolution No. 2026-89

BACKGROUND:

The City of Banning operates on a fiscal year that begins July 1 and ends June 30. State law requires the City Council to adopt an annual budget before the start of each fiscal year, which serves as a financial plan for conducting City affairs. Fiscal Year 2026-2027 commences on July 1, 2026.

The City Council will be reviewing the proposed Fiscal Year 2026-2027 Operating Budget and Capital Improvement Program, and has not yet approved the final adoption. Expenditures for essential City operations, including employee compensation, vendor payments, utility costs, debt service, and public safety services, must continue uninterrupted beginning July 1, 2026, regardless of whether the annual budget has been formally adopted.

California Constitution Article XVI, Section 18(a), prohibits cities from incurring indebtedness or liability exceeding income and revenue provided for a given year without voter approval. To remain in compliance with this constitutional requirement while continuing operations, the City Council must formally authorize expenditure authority by adopting this continuing resolution.

Resolution No. 2026-89 authorizes emergency spending authority until September 30, 2026, for all City funds and operations at the same levels established in the Fiscal Year 2025-2026 Adopted Budget. This approach is consistent with the practice of other California general law cities in similar circumstances.

Key provisions of Resolution No. 2026-89 include:

- Spending authority is capped at one-quarter (1/4) of the Fiscal Year 2025-2026 Adopted Budget for all City funds, departments, and programs.
- Authorized expenditures are limited to routine and essential functions only, including payroll and vendor expenses, as determined by the City Manager.
- The authorization expires on September 30, 2026, or upon formal adoption of the FY 2026-2027 Annual Budget, whichever occurs first.
- The City Manager retains authority to determine what constitutes essential functions during the continuing resolution period.

The resolution does not authorize new programs, new capital projects, or any expenditure beyond those

already contemplated in the prior year's adopted budget. It is a bridge measure only, intended to maintain lawful continuity of operations during the period of budget deliberations.

JUSTIFICATION:

This resolution is adopted pursuant to authority under California Constitution Article XVI, Section 18(a), which requires that City expenditures not exceed income and revenues provided for in a given year without voter approval. The resolution provides the necessary legal framework to continue City operations in compliance with this constitutional requirement pending formal budget adoption. The City Attorney has reviewed this resolution as to form.

FISCAL IMPACT:

Adoption of this resolution continues appropriations at Fiscal Year 2025-2026 Adopted Budget levels on a pro-rated monthly basis through September 30, 2026, or upon formal adoption of the FY 2026-2027 Annual Budget, whichever occurs first. There is no new fiscal impact beyond what was previously authorized by the Council in the FY 2025-2026 adopted budget. All expenditures made under this resolution will be subject to reconciliation and roll-forward accounting upon adoption of the FY 2026-2027 Annual Budget.

ATTACHMENTS:

1. Resolution_No._2026-89 v2.docx

RESOLUTION 2026-89

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ESTABLISHING A CONTINUING BUDGET AND AUTHORIZING CITY EXPENDITURES/APPROPRIATIONS UNTIL THE OPERATING BUDGET IS ADOPTED FOR FISCAL YEAR 2026-2027, NO LATER THAN SEPTEMBER 30, 2026

WHEREAS, the City Council of the City of Banning ("City") is responsible for adopting operating budgets for the City; and

WHEREAS, the City Council passed the Fiscal Year 2025-2026 Operating Budget; and

WHEREAS, the City Manager has provided a workout plan update at each City Council Meeting regarding the financial situation of the General Fund; and

WHEREAS, the workout plan requires a General Fund balanced budget to be presented for approval using only reoccurring revenues. Staff is evaluating all revenues and expenditures to determine what expenses can remain in the Fiscal Year 2026-2027 Operating Budget; and

WHEREAS, the City requires the continued provision of municipal services and the payment of lawful obligations pending final adoption of the 2026-2027 Fiscal Year – Annual Operating Budget; and

WHEREAS, with the assistance of City staff, the City Council will be working on developing and reviewing the Fiscal Year 2026-2027 Operating Budget and Capital Improvement schedules and has directed that expenditures/appropriations continue at the same Fiscal Year 2025-2026 Adopted Budget levels until the Fiscal Year 2026-2027 Operating Budget has been adopted; and

WHEREAS, the City Council finds that authorization of a continuing budget and expenditures/appropriations until the Council adopts a Fiscal Year 2026-2027 Operating Budget for a period extending through September 30, 2026, is necessary to preserve the public health, safety, and welfare and ensure continuity of governmental operations.

WHEREAS, expenditures during this period shall be controlled through a prorated funding rate, based on the Fiscal Year 2025-2026 Adopted Budget, for the duration necessary until a balanced budget is submitted to City Council for consideration; and

WHEREAS, the City Manager will present a balanced budget for the City Council for consideration no later than September 30, 2026.

NOW THEREFORE, the City Council of the City of Banning does hereby ordain as follows:

SECTION 1. **RECITALS**. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. **CONTINUING BUDGET AUTHORITY**. The City Council hereby authorizes a continuing budget and spending/appropriation authority commencing on July 1, 2026, continuing through September 30, 2026, when the City Council adopts the Fiscal Year 2026-2027 Operating Budget.

SECTION 3. **Authorized Expenditures**. During the period of the continuing budget and appropriations, the City Manager, or designee, is authorized to incur expenditures and obligations at one quarter (1/4) of the prior year's level of spending that are necessary for the continued operation of the City, including the following:

A. Expenditures necessary to meet payroll, employee benefits, debt service obligations, insurance premiums, utilities, contractual obligations, grant-funded activities, emergency expenditures, and other legally required payments and other expenses needed for the essential functions of the City as determined by the City Manager.

B. Capital improvement projects and capital purchases may proceed to the extent previously authorized by the City Council, required by contract, supported by restricted funds, necessary to protect public health, safety and welfare, or approved by the City Manager.

SECTION 4. **REVENUE COLLECTION AND ADMINISTRATION**. The City Manager and other authorized officers are directed to continue the collection, receipt, deposit, accounting, and administration of all City revenues in accordance with applicable law and City policies.

SECTION 5. **BUDGET ADOPTION**. Nothing in this Resolution shall be construed as adopting the Fiscal Year 2026-2027 Operating Budget. The City Council intends to consider and adopt the annual budget as soon as practicable.

SECTION 6. **SEVERABILITY**. If any provision of this Resolution or its application to any person or circumstance is held invalid, the remainder of this Resolution, including the application of its provisions to other persons or circumstances, shall not be affected and shall continue in full force and effect.

SECTION 7. **EFFECTIVE DATE OF RESOLUTION**. That this Resolution shall take effect immediately upon its adoption.

.

SECTION 8. **CERTIFICATION**. That the City Clerk shall certify the passage of this Resolution and shall cause the same to be published according to law.

PASSED, APPROVED, AND ADOPTED this 9th day of June, 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that Resolution 2026-89 was duly introduced at a regular meeting of the City Council of the City of Banning, was duly adopted at a regular meeting of said City Council on the 9th day of June 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**June 9, 2026**
SUBJECT:	**Consideration of Submittal of a Grant Application for Federal Railroad Administration Railroad Crossing Elimination Grant Funding Opportunity for the Hargrave Grade Separation Project.**

STAFF RECOMMENDATION:

Authorize staff to submit a grant application to the Federal Railroad Administration Railroad Crossing Elimination (RCE) Grant program for the Hargrave Separation Project.

BACKGROUND:

The Hargrave Grade Separation Project includes the construction of a railroad grade separation between Hargrave Street and the Union Pacific Railroad ("Project"). The project is in the design phase, with conceptual work completed. A required 10% design submittal has been made to the Union Pacific Railroad. A 35% design submittal has been made to Caltrans. The environmental parameters of the project will be vetted after these submittals to begin the Federal National Environmental Policy Act (EPA) process. Grade separation projects are statutorily exempt from the California Environmental Quality Act (CEQA).

The City is conducting this work with the support of two grants. The City was awarded $2.8M in funding from a previous round of the Federal Railroad Administration (FRA) Railroad Crossing Elimination (RCE) grant program. Subsequent to that award, the Riverside County Transportation Commission (RCTC) awarded $5.0 million from SB125 sources to the City of Banning for the Project. Together, the $7.8 million makes up the majority of the $8.3 million in design costs for the project, with the remaining coming from local sources, including Measure A (in future years), and the City's Transportation Development Impact Fee program.

The FRA has issued a Notice of Funding Opportunity (NOFO) for the next, and likely last, round of the RCE program which includes a total of $1.1 billion in anticipated national competitive awards. A priority is being given to projects that received prior RCE awards to advance those projects into future phases. As such, the Hargrave Grade Separation project is an ideal fit to seek funding for the construction phase. The NOFO does identify that a 20% local match is required, as it was for previous rounds as well. City Council policy requires that grants with a local match are brought for discussion by the City Council prior to submitting an application.

The early construction cost estimates for the Hargrave Grade Separation Project were provided at $130 million dollars. To date, there has been no money allocated for the construction phase of the project. After early communication with our project manager at the FRA, as well as RCTC staff, both were supportive of pursuing the grant, even if we do not have 20% local money secured for the project. As such, we will identify local sources of funding that could be used to meet the local match requirement. Those sources have been discussed previously with the design team as part of the funding strategy

memorandum that was prepared. They include:

- Transporation Uniform Mitigation Fee (TUMF) Program - The nexus study identifies $52.7M for the project. While that funding is dependent of TUMF being collected on new development and allocated by the zone, we will identify a portion of that money as potential local match.
- SB1 Competitive Funding - RCTC identified this as a potential funding source for future consideration.
- Congestion Mitigation and Air Quality (CMAQ) grants. This was a funding source for the Sunset grade separation project in the past, and will be looked at again.

Other programs and CTC allocations, as they become available.

Staff has also requested assistance from the RCTC for project delivery. The discussion at this time is that the City would provide completed plans, specifications, and estimates as well as environmental clearance to RCTC, and they would manage the construction and grant administration for the construction phase. This allows the City to use RCTC's extensive experience in delivering large federal funded construction projects.

JUSTIFICATION:

The RCE grant opportunity represents the likely last chance to take advantage of the RCE program, especially given the preference for projects with previous applications. For large capital projects such as the City's Project, it is often the case that once initial funding can be secured, other funding sources and programs become viable options. It will be necessary to submit several grant applications to various agencies to secure the total funding necessary to complete the project.

FISCAL IMPACT:

None today. The application will identify potential locally available funding sources to meet the 20% match statement. The final funding allocations will be developed over the next few years, with an exact amount of City money to be determined at a later date.

The City's RCE grant application will request the maximum grant amount of $100M.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**John Pinkney, Interim City Attorney**
MEETING DATE:	**June 9, 2026**
SUBJECT:	**Consideration of Resolution 2026-87 the City of Banning Technology Disruption Policy and Resolution 2026-88 the City of Banning Public Outreach and Public Interpretation Assistance Practices in Accordance with SB 707**

STAFF RECOMMENDATION:

Adopt Resolution 2026-87 and Resolution 2026-88

BACKGROUND:

On October 3, 2025, SB 707 was signed into law by Governor Gavin Newsom. SB 707 made significant modifications to the Brown Act. Some of the modifications became effective on January 1, 2026, while others become effective on July 1, 2026.

On or before July 1, 2026, the City Council must approve at a noticed public meeting, in open session, and not on the consent calendar, a policy regarding disruption of telephonic or internet service occurring during the meeting.

The policy must contain procedures for recessing and reconvening a meeting in the event of disruption and must specify the efforts that the eligible legislative body will make to attempt to restore the service for persons participating remotely. These requirements include recessing the open session and making a good faith attempt to restore the service disruption of telephonic or internet services that prevents the public from attending or observing the meeting.

The policy must also prohibit the legislative body from reconvening the open session of the meeting until at least one hour following the disruption, or until telephonic or internet service is restored, whichever is earlier. If telephonic or internet service cannot be restored, the eligible legislative body may reconvene the open session provided it adopts a finding by roll call vote confirming that good-faith efforts to restore the telephonic or internet service have been made in accordance with its SB 707 policy and the public interest in continuing the meeting outweighs the public interest in remote public access.

In addition, the City Council is required to publicize instruction on how to request interpretive services, although the City is not required to provide interpretive services, and to make reasonable efforts to provide public meeting information to groups that do not traditionally participate in public meetings, including, but not limited to, the following:

- Media organizations that provide news coverage in the City of Banning including media organizations that serve non-English-speaking communities.
- Good government, civil rights, civic engagement, neighborhood, and community group organizations, or other organizations that are active in the jurisdiction of the City of Banning.

JUSTIFICATION:

Adoption of these policies will ensure the City's compliance with Government Code 54953.4 related to disruption of telephonic or internet services during meetings and providing meeting information to groups that do not traditionally participate in meetings.

FISCAL IMPACT:

The fiscal impact of adopting the resolutions cannot be determined at this time. Actual costs will depend on employee participation.

ATTACHMENTS:

1. CC Resolution No. 2026-87.docx
2. 2026.06.09 Policy Re Technology Disruption - Banning.final.docx
3. 2026.06.09 Resolution 2026-88_ Re Public Outreach.Banning.final.docx

RESOLUTION NO. 2026-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING ADOPTING THE TECHNOLOGY DISRUPTION POLICY

WHEREAS, on October 3, 2025, Governor Newsom signed into law Senate Bill 707, "The Brown Act Modernization Act;" and

WHEREAS, pursuant to Government Code Section 54953.4(b)(1)(A)(i)(I)(ib)(Ia), the City Council must, prior to July 1, 2026, adopt a publicly approved policy to address procedures when disruption of telephone or internet service occurs; and

WHEREAS, this policy must provide for recessing, reconvening, and the efforts that the City Council shall make to attempt to restore service; and

WHEREAS, the Technology Disruption Policy ("Policy") attached hereto as **Exhibit A** ensures that the City complies with the SB 707 requirements; and

WHEREAS, under the Policy, if a disruption of telephonic or internet service prevents members of the public from attending or observing the meeting via two-way telephonic service or two-way audiovisual platform, the City Council must recess open session for at least one hour, or until service is restored, whichever is earlier; and

WHERERAS, if after an hour, the City has been unable to restore telephonic and internet service, the City Council shall reconvene and either:

1. Adjourn the meeting; or

2. Adopt a finding, by roll call vote, that good faith efforts were made in accordance with the adopted Policy and that the public interest in continuing the meeting outweighs the public interest in remote public access; and

WHEREAS, the attached Policy, if adopted, becomes effective July 1, 2026.

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

SECTION 1. RECITALS:
The preceding Recitals are true and correct and made a part of this Resolution.

SECTION 2. ADOPTION AND EFFECTIVE DATE:
The attached Technology Disruption Policy is adopted and effective July 1, 2026.

SECTION 3. CERTIFICATION:
The City Clerk shall certify to the adoption of this resolution and shall cause a certified

resolution to be filed in the book or original resolutions.

PASSED, APPROVED AND ADOPTED this 9th day of June, 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM

John Pinkney, City Attorney
SBEMP

CERTIFICATION:

I, Sandra Calderon, Administrative City Clerk for the City of Banning City Council, do hereby certify that the foregoing Resolution No. 2026-87 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of June, 2026, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning

CITY OF BANNING

TECHNOLOGY DISRUPTION POLICY

1. Background

Senate Bill 707 (2025) amended the Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the City of Banning ("City") will respond to disruptions in telephonic or internet service that prevent members of the public from attending or observing a meeting remotely. This Technology Disruption Policy ("Policy") is adopted to comply with that requirement.

2. Purpose

This Policy establishes procedures for responding to a disruption in the telephonic or internet services that provide two-way remote public access to meetings of the City Council of the City of Banning ("City Council"), as required by the Brown Act (Gov. Code § 54953.4). The Policy ensures transparency, public participation, and continuity of government during technology disruptions if the City Council finds the public interest in continuing the meeting outweighs the public interest in remote public access.

3. Definitions

For purposes of this Policy:

a. "Disruption" means any failure, outage, or other interruption that prevents members of the public from attending or observing the meeting via these remote access services.

b. "Remote access services" means the two-way telephonic service and/or two-way audiovisual platform used to provide real-time remote public attendance and observation of meetings.

4. Applicability

This Policy applies to all open and public meetings of the City at which remote public participation is offered or required under the Brown Act.

5. Procedures in the Event of a Service Disruption

a. Response to Service Disruption. If the Presiding Officer or Clerk becomes aware of a disruption to the City's remote access services that prevents members of the public from attending or observing the meeting remotely:

(1) The Presiding Officer or Clerk shall immediately announce the disruption to the public.

(2) The Presiding Officer may then call for a recess of the open session or convene the legislative body in closed session, consistent with the Brown Act.

(3) Staff shall begin efforts to diagnose and restore the disrupted service.

(4) The meeting shall remain in recess for at least one hour or until service is restored, whichever is earlier. The recess period may be extended if restoration efforts are ongoing.

b. Efforts to Restore Service. The City shall make good faith efforts to restore remote access services, which may include:

(1) Troubleshooting platform or teleconferencing software

(2) Resetting or replacing audiovisual equipment

(3) Attempting alternative connection methods

(4) Contacting necessary support staff or service providers

(5) Switching to back-up equipment or platforms, if available

The Clerk shall document the restoration efforts undertaken.

6. Reconvening the Open Session

a. Timing. The open session may be reconvened after at least one hour has elapsed from the time of disruption or as soon as service is restored, whichever occurs earlier.

b. If Service Is Restored. If the remote access service is restored before or at the time the meeting reconvenes, the meeting shall continue as normal.

c. If Service Is Not Restored. If service has not been restored after one hour, the City Council may reconvene and:

(1) Adjourn the meeting; or

(2) Continue the meeting in open session by adopting, by roll call vote, the following, or a substantially similar, finding:

"The City has made good faith efforts to restore telephonic or internet service in accordance with its adopted Policy, and the public interest in continuing the meeting outweighs the public interest in remote public access."

Upon adoption of the finding, the legislative body may continue the open session despite the fact that remote access services have not been restored.

7. Recordkeeping

The Clerk shall enter a brief statement into the meeting minutes, including the following:

- The nature and time of the disruption
- The restoration efforts undertaken
- The time the meeting was reconvened (if applicable)
- Any finding adopted pursuant to section 6.c(2)

8. Review and Updates

This Policy may be amended by the City Council at a noticed public meeting in open session, not on the consent calendar.

RESOLUTION NO. 2026-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING ADOPTING PUBLIC OUTREACH AND PUBLIC INTERPRETATION ASSISTANCE PRACTICES

WHEREAS, on October 3, 2025, Governor Newsom signed into law Senate Bill 707, "The Brown Act Modernization Act;" and

WHEREAS, pursuant to Government Code Section 54953.4(b)(3)(C), beginning on July 1, 2026, the City of Banning must make reasonable efforts, as determined by the City Council, to invite groups that do not traditionally participate in public meetings to attend those meetings; and

WHEREAS, pursuant to Government Code Sections 54953.4(b)(2)(A)-(C), beginning on July 1, 2026, the City must reasonably assist members of the public who wish to translate a meeting or receive interpretation, so long as it is not disruptive to the meeting, and the City Council shall publicize instructions on how to request assistance; and

WHEREAS, to achieve compliance with Government Code Section 54953.4(b)(3)(C), the City Clerk's Office intends to compile a list of contacts for all media organizations that cover Banning, faith groups/organizations in the city, and community organizations/neighborhood groups that work within the city and provide notice of City meetings to those groups; and

WHEREAS, the City Clerk intends to provide information on the City of Banning website inviting similar groups to register for information regarding City meetings and will review and update this list at least annually to ensure accuracy; and

WHEREAS, in furtherance of Government Code section 54953.4(b)(2), the City Clerk will ensure closed caption services for City Council meetings remain readily available to the public; and

WHEREAS, the City's agendas for City Council and City Commissions and Boards include the following language:

> Notice: Any attendees who require assistance, a disability-related modification, or language assistance, in order to participate in the meeting should contact City Clerk by 10:00 a.m. on meeting date at 951 922-3102 or cityclerks@banningca.gov. Any individual who wishes to request an alternate format for the agenda, meeting notice, or other writings that are distributed at the meeting should contact City Clerk by 10:00 a.m. on meeting date at 951 922-3102 or cityclerks@banningca.gov

Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting, the materials related to it, and the ability to comment; and

WHEREAS, the City's assistance will include extra time for public comment to allow for the translation of comments, instructions on how to turn on captions for the meeting, local resources if an individual requires assistance, and a wireless microphone to accommodate a physical disability; and

WHEREAS, the procedures outlined in this resolution are consistent with the City's commitment to being a welcoming, diverse, and inclusive City that has an engaged, informed, and valued community.

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

SECTION 1. RECITALS:
The preceding Recitals are true and correct and made a part of this Resolution.

SECTION 2. ADOPTION OF PUBLIC OUTREACH AND PUBLIC INTERPRETATION ASSISTANCE PRACTICES:

1. The City Clerk's Office will maintain a list of media contacts, faith organizations, civic engagement groups, civil rights organizations, good government organizations, community and neighborhood groups in the city to receive the City Council agenda pursuant to Government Code Section 54953.4(b)(3)(C) and will take all actions necessary to keep the list current. The City Council finds that these efforts are reasonable.

2. The City Council and City Commission and Board Agendas will include information on how to obtain both language and physical-disability assistance in order to participate in meetings. The City Clerk is authorized to continue providing accessibility services including those described in this Resolution.

3. The City Council authorizes the City Manager and City Clerk to take such actions as they deem necessary to effectuate the purpose and intent of this Resolution.

SECTION 3. EFFECTIVE DATE: These Public Outreach and Public Interpretation Assistance Practices are adopted and effective July 1, 2026.

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

PASSED, APPROVED AND ADOPTED this 9th day of June, 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM

John Pinkney, City Attorney
SBEMP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk for the City of Banning City Council, do hereby certify that the foregoing Resolution No. 2026-88 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of June, 2026, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning

Docusign Envelope ID: 3698F9BE-9371-4E29-BBE0-A0DF65867F25

AMENDMENT NO. 4 TO AGREEMENT FOR CONTRACT SERVICES (C00845) FOR CUSTODIAL SERVICES BETWEEN THE CITY OF BANNING, CALIFORNIA AND EXECUTIVE FACILITIES SERVICES, INC.

THIS AMENDMENT NO. 4 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 4") by and between the **CITY OF BANNING** ("CITY") and **EXECUTIVE FACILITIES SERVICES, INC.,** a California corporation ("Contractor") is effective as of this day: 12/10/2025.

RECITALS

A. City and Contractor entered into that certain Contract dated June 7, 2023, for the purpose of providing Custodial Services ("Agreement") following Request for Proposals (RFP No.23-023), as approved by City Council Resolution 2023-92.

B. City and Contractor have entered into an Amendment No. 1 to the Agreement dated June 11, 2024, to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum to Four Hundred Six Thousand Two Hundred Forty Four Dollars and Eighty Six Cents ($406,244.86), as approved by City Council Resolution 2024-90.

C. City and Contractor have entered into an Amendment No. 2 to the Agreement dated May 27, 2025, to modify the Scope of Services, extend the Term of the Agreement to June 30, 2026, and increase the Contract Sum to Six Hundred Thirty Thousand Seven Hundred Fifty Six Dollars and Forty Two Cents ($630,756.42), as approved by City Council Resolution 2025-075.

D. City and Contractor have entered into an Amendment No. 3 to the Agreement dated September 18, 2025, to modify the Scope of Services and increase the Contract Sum to Six Hundred Forty Three Thousand Three Hundred Sixty Five Dollars and Forty Two Cents ($643,365.42).

E. City and Contractor now desire to amend the Agreement to modify the Scope of Services, and increase the Contract Sum to Six Hundred Forty Four Thousand Two Hundred Forty Dollars and Forty Two Cents ($644,240.42).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

   1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

   1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 4 shall not exceed Eight Hundred Seventy Five Dollars ($875.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement,

Docusign Envelope ID: 3698F9BE-9371-4E29-BBE0-A0DF65867F25

to Six Hundred Forty Four Thousand Two Hundred Forty Dollars and Forty Two Cents ($644,240.42).

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 4, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, and 3, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 3. In the event of a conflict between the provisions of this Amendment No. 4 and the provisions of the Agreement or Amendments No. 1 through 3, the provisions of this Amendment No. 4 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. 4.

2.3 Authority. The persons executing this Amendment No. 4 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. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) entering into this Amendment No. 4 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 4 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*]

Docusign Envelope ID: 3698F9BE-9371-4E29-BBE0-A0DF65867F25

The Parties are signing this Amendment No. 4 on the date stated in the introductory clause.

CITY OF BANNING

Arturo Vela
Arturo Vela,
Interim City Manager

City Council Approval: N/A

ATTEST:

Sandra Calderon
Sandra Calderon
Acting Deputy City Clerk

CONTRACTOR

R J Storm-Larsen
NAME: R J Storm-Larsen
TITLE: Director of Business Development

NAME:
TITLE:

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 CONTRACTOR'S BUSINESS ENTITY.

Docusign Envelope ID: 3698F9BE-9371-4E29-BBE0-A0DF65867F25

ATTACHMENT 1

Executive Facilities Services, Inc.

September 25, 2025

Mr. Carl Szoyka
Public Works Superintendent
City of Banning

Dear Carl,

Thank you for allowing Executive Facilities Services, Inc., the opportunity to present to you a price quote for Monthly Service at City of Banning PD West Substation.

The enclosed pricing reflects the current scope of janitorial services and does not include any additional services such as carpet cleaning, floor care, or window cleaning. Separate quotes for these services can be provided upon request.

Janitorial Cleaning Services to include

- Service to be completed one time per month
- Trash removal
- Full Restroom cleaning and restocking
- Dry and wet mop hard floors during each service
- Wiping down horizontal surfaces and dusting each service

The total enclosed price quote represents your monthly cost, and is inclusive of:

- **All labor and supervision**
- **All materials and equipment required for janitorial services**
- **All payroll, payroll taxes, insurance, etc.**

Please do not hesitate to contact me at (951) 966-7910 in the event you have questions regarding this proposal or for additional information you deem necessary in assessing our proposal.

Francisco Mendoza
Operations Manager

Central Coast – Inland Empire – Ventura County
Office: 844-780-2626 • Fax: 951-346-3922
www.execservices.biz

Docusign Envelope ID: AE1BD580-04AB-4C5C-A5D5-53AA1443FF0A

AMENDMENT NO. 3 TO CONTRACT SERVICES AGREEMENT (C00845) FOR CUSTODIAL SERVICES AND BETWEEN CITY OF BANNING AND EXECUTIVE FACILITIES SERVICES, INC.

THIS AMENDMENT NO. 3 TO THE CONTRACT SERVICES AGREEMENT FOR SERVICES ("Amendment No. 3") by and between the **CITY OF BANNING** ("City") and **EXECUTIVE FACILITIES SERVICES, INC**., a California corporation ("Contractor") is effective as of this day: 9/18/2025.

RECITALS

A. City and Contractor entered into that certain Contract dated June 7, 2023 for the purpose of providing Custodial Services ("Agreement") following Request for Proposals (RFP No. 23-023), as approved by City Council Resolution 2023-92.

B. City and Consultant have entered into an Amendment No. 1 to the Agreement dated June 11, 2024 to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum to Four Hundred Thousand Two Hundred Forty-Four Dollars and Eighty-Six Cents ($406,244.86), as approved by City Council Resolution 2024-90.

C. City and Consultant have entered into an Amendment No. 2 to the Agreement dated May 27, 2025 to modify the Scope of Services, extend the Term of the Agreement to June 30, 2026, and increase the Contract Sum to Six Hundred Thirty Thousand Seven Hundred Fifty-Six Dollars and Forty-Two Cents ($630,756.42) as approved by City Council Resolution 2025-075.

D. City and Contractor now desire to amend the Agreement to modify the scope of service and increase the Contract Sum to Six Hundred Thirty Thousand Seven Hundred Fifty-Six Dollars and Forty-Two Cents ($630,756.42).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 3 shall not exceed Twelve Thousand Four Hundred Fifty-Four Dollars ($12,454.00) thereby increasing the Contract Sum, as set forth in Section

Docusign Envelope ID: AE1BD580-04AB-4C5C-A5D5-53AA1443FF0A

2.1 of the Agreement, to Six Hundred Forty-Three Thousand Two Hundred Ten Dollars and Forty-Two Cents ($643,210.42).

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement as amended by Amendment Nos. 1, 2 and 3, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1, 2 and 3. In the event of a conflict between the provisions of this Amendment No. 3 and the provisions of the Agreement, the provisions of this Amendment No. 3 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. 3.

2.3 Authority. The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 3 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*]

Docusign Envelope ID: AE1BD580-04AB-4C5C-A5D5-53AA1443FF0A

The Parties are signing this Amendment No. 3 on the date stated in the introductory clause.

CITY OF BANNING

Arturo Vela

Art Vela,
Interim City Manager

CONTRACTOR

Jim Ferraro

NAME: Jim Ferraro
TITLE: OWNER

ATTEST:

Sandra Calderon

Sandra Calderon
Acting Administrative City Clerk

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 CONTRACTOR'S BUSINESS ENTITY.

Docusign Envelope ID: AE1BD580-04AB-4C5C-A5D5-53AA1443FF0A

ATTACHMENT 1

Executive Facilities Services, Inc.

August 18, 2025

Mr. Ralph Wright
Parks and Recreation Director
City of Banning

Dear Ralph,

Thank you for allowing Executive Facilities Services, Inc., the opportunity to present to you a price quote for Restroom Cleaning Services for the City of Banning Senior and Community Centers.

The enclosed pricing quote reflects the scope of work stated during our walk and is attached to this proposal. The highlights of servicing this location are as follows:

Restroom Cleaning Services to include

- Service to be completed three times per week
- Trash removal
- Fixture and porcelain Cleaning
- Full Restroom Restocking
- Dry and wet mop hard floors during each service
- Wiping down horizontal surfaces and dusting each service

The total enclosed price quote represents your monthly cost, and is inclusive of:

- **All labor and supervision**
- **All materials and equipment required for janitorial services**
- **All payroll, payroll taxes, insurance, etc.**

Please do not hesitate to contact me at (951) 966-7910 in the event you have questions regarding this proposal or for additional information you deem necessary in assessing our proposal.

Francisco Mendoza
Operations Manager

Central Coast – Inland Empire – Ventura County
Office: 844-780-2626 • Fax: 951-346-3922
www.execservices.biz

Docusign Envelope ID: AE1BD580-04AB-4C5C-A5D5-53AA1443FF0A

Docusign Envelope ID: AE1BD580-04AB-4C5C-A5D5-53AA1443FF0A

Executive Facilities Services, Inc.

Mr. Ralph Wright
Parks and Recreation Director
City Of Banning

Scope of Work

1. Toilets & Urinals

- Clean and disinfect all bowls, seats, and flush handles
- Remove stains and build-up inside bowls
- Wipe down exterior surfaces
- Ensure proper flushing function

2. Sinks & Countertops

- Clean and disinfect basins, faucets, and counters
- Polish chrome fixtures
- Unclog drains (report serious blockages)

3. Mirrors & Glass

- Clean and polish with streak-free cleaner
- Remove water spots, smudges, fingerprints

4. Partitions & Doors

- Wipe down and disinfect stall doors (inside/outside), locks, and walls
- Remove graffiti, stickers, or tape
- Check for damage and report as needed

5. Floors

- Sweep and mop with disinfectant
- Remove debris, gum, or spills
- Edge-cleaning around baseboards and corners
- Wet floor signage during service

Central Coast – Inland Empire – Ventura County
Office: 844-780-2626 • Fax: 951-346-3922
www.execservices.biz

Docusign Envelope ID: AE1BD580-04AB-4C5C-A5D5-53AA1443FF0A

Executive Facilities Services, Inc.

6. Trash & Sanitary Disposal

- Empty all trash bins and sanitary napkin receptacles
- Replace liners
- Clean receptacle interiors if needed

7. Dispensers

- Refill all soap, paper towels, toilet tissue, and sanitary product dispensers
- Wipe down and disinfect all dispenser surfaces
- Check for broken/missing parts
- **Client will Provide Consumables**

8. Doors, Handles & High-Touch Surfaces

- Disinfect doorknobs, push plates, hand dryers, light switches, and baby-changing stations

---

Monthly Price Quote for Restroom Cleaning Services
3 times per Week

$ 1,245.40

Docusign Envelope ID: 6AA6A827-381B-4110-8186-DA35E2109754

AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT (C00845) FOR CUSTODIAL SERVICES AND BETWEEN CITY OF BANNING AND EXECUTIVE FACILITIES SERVICES, INC.

THIS AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT FOR SERVICES ("Amendment No. 2") by and between the **CITY OF BANNING** ("City") and **EXECUTIVE FACILITIES SERVICES, INC**., a California corporation ("Contractor") is effective as of this day: May 27, 2025.

RECITALS

A. City and Contractor entered into that certain Contract dated June 7, 2023 for the purpose of providing Custodial Services ("Agreement") following Request for Proposals (RFP No. 23-023), as approved by City Council Resolution 2023-92.

B. City and Consultant have entered into an Amendment No. 1 to the Agreement dated June 11, 2024 to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum to Four Hundred Thousand Two Hundred Forty-Four Dollars and Eighty-Six Cents ($406,244.86), as approved by City Council Resolution 2024-90.

C. City and Contractor now desire to amend the Agreement to extend the Term of the Agreement to June 30, 2026, and increase the Contract Sum to Six Hundred Thirty Thousand Seven Hundred Fifty-Six Dollars and Forty-Two Cents ($630,756.42).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 1 shall not exceed Two Hundred Twenty-Four Thousand Five Hundred Eleven Dollars and Fifty-Six Cents ($224,511.56) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Six Hundred

Docusign Envelope ID: 6AA6A827-381B-4110-8186-DA35E2109754

Thirty Thousand Seven Hundred Fifty-Six Dollars and Forty-Two Cents ($630,756.42).

1.3 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2026, unless sooner terminated or extended as provided in the Agreement.

1.4 Exhibit C-1 to the Agreement is hereby amended to include sites and rates as set forth in Attachment 1, attached hereto and incorporated herein.

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 No.1, 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 No. 2. In the event of a conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement, 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*]

Docusign Envelope ID: 6AA6A827-381B-4110-8186-DA35E2109754

The Parties are signing this Amendment No. 2 on the date stated in the introductory clause.

CITY OF BANNING

Robert Fisher

Robert Fisher,
Acting City Manager

City Council Approval: 2025-075

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:
Solvak, Baron, Empey, Murphy & Pinkney LLP

John Pinkney

John O. Pinkney
City Attorney

EXECUTIVE FACILITIES SERVICES

Jim Ferraro

NAME: Jim Ferraro
TITLE: OWNER

NAME:
TITLE:

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 CONTRACTOR'S BUSINESS ENTITY.

Docusign Envelope ID: 6AA6A827-381B-4110-8186-DA35E2109754

ATTACHMENT 1

Janitorial Services

Building		Current Monthly Rate	Increase Amount	New Rate
City Hall		$ 4,048.78	$ 102.43	$ 4,151.21
City Yard		$ 2,834.17	$ 71.70	$ 2,905.87
Police Dep.		$ 5,262.93	$ 133.15	$ 5,396.08
Fleet Management		$ 405.26	$ 10.25	$ 415.51
Water Shop		$ 728.28	$ 18.43	$ 746.71
Community & Senior Center		$ 535.90	$ 13.56	$ 549.46
Lions Park		$ 486.22	$ 12.30	$ 498.52
Repplier Park		$ 486.22	$ 12.30	$ 498.52
Roosevelt Park		$ 486.22	$ 12.30	$ 498.52
Sylvan Park		$ 486.22	$ 12.30	$ 498.52
		Total Current Rates	**Total Increase Amount / Month**	**New 2026 Rates**
		$ 15,760.20	**$ 398.73**	**$ 16,158.93**

Supplies

Building		Current Monthly Rate	Increase Amount	New Rate
City Hall		$ 534.68	$ 13.53	$ 548.21
City Yard		$ 374.26	$ 9.47	$ 383.73
Police Dep.		$ 695.03	$ 17.58	$ 712.61
Fleet Management		$ 53.47	$ 1.35	$ 54.82
Water Shop		$ 96.19	$ 2.43	$ 98.62
Community & Senior Center		$ 70.78	$ 1.79	$ 72.57
Lions Park		$ 64.16	$ 1.62	$ 65.78
Repplier Park		$ 64.16	$ 1.62	$ 65.78
Roosevelt Park		$ 64.16	$ 1.62	$ 65.78
Sylvan Park		$ 64.16	$ 1.62	$ 65.78
		Total Current Rates	**Total Increase Amount / Month**	**New 2026 Rates**
		$ 2,081.05	**$ 52.65**	**$ 2,133.70**

DocuSign Envelope ID: 318F8AF9-877C-4F53-B441-79F9570012E8

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT (C00845) FOR CUSTODIAL SERVICES AND BETWEEN CITY OF BANNING AND EXECUTIVE FACILITIES SERVICES, INC.

THIS AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and **EXECUTIVE FACILITIES SERVICES, INC.**, a California corporation ("Contractor") is effective as of this day: June 11, 2024.

RECITALS

A. City and Contractor entered into that certain Contract dated June 7, 2023 for the purpose of providing Custodial Services ("Agreement") following Request for Proposals (RFP No. 23-023), as approved by City Council Resolution 2023-92.

B. City and Contractor now desire to amend the Agreement to extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum to Four Hundred Six Thousand Two Hundred Forty-Four Dollars and Eighty-Six Cents ($406,244.86).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 1 shall not exceed Two Hundred Twenty-One Thousand Four Hundred Ninety-Two Dollars and Forty-Four Cents ($221,492.44) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Four Hundred Six Thousand Two Hundred Forty-Four Dollars and Eighty-Six Cents ($406,244.86).

1.3 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2025, unless sooner terminated or extended as provided in the Agreement.

1.4 Exhibit C-1 to the Agreement is hereby amended to read as set forth in Attachment 2, attached hereto and incorporated herein.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1. In the event of a conflict between the provisions

DocuSign Envelope ID: 318F8AF9-877C-4F53-B441-79F9570012E8

of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 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. 1.

2.3 Authority. The persons executing this Amendment No. 1 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. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 1 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*]

DocuSign Envelope ID: 318F8AF9-877C-4F53-B441-79F9570012E8

The Parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CITY OF BANNING

Douglas Schulze,
City Manager

City Council Approval: RESO # 2024-090

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young
City Attorney

CONTRACTOR

Jim Ferraro

NAME: Jim Ferraro
TITLE: OWNER

NAME:
TITLE:

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 CONTRACTOR'S BUSINESS ENTITY.

DocuSign Envelope ID: 318F8AF9-877C-4F53-B441-79F9570012E8

ATTACHMENT 2

The Contractor shall provide and stock soap for dispensers, trash liners and paper products: toilet tissue, seat liners, and paper towels, for the services set forth in the specifications of Exhibit A of the Agreement. Contractor shall provide an itemized list of the consumables utilized by service area as part of the monthly invoice for reimbursement.

The grade of consumable supplies in that contents shall meet SB 1383 requirements (summarized below) and be equitable or superior to City supplied stock in FY24.

- Toilet paper shall consist of at least 45 percent, by fiber weight, postconsumer recycled content fiber
- Paper towels shall consist of at least 40 percent, by fiber weight, postconsumer recycled content fiber
- Toilet seat covers shall consist of at least 20 percent, by fiber weight, postconsumer recycled content fiber

DocuSign Envelope ID: 318F8AF9-877C-4F53-B441-79F9570012E8

ATTACHMENT 2

Rates and projected consumables

Qty	Unit	Items (Description, Size, Etc.)	Unit Price	Amount
12	Monthly	Banning City Hall (Civic Center) (5 days per week)	4048.78	$ 48,585.36
12	Monthly	City Yard (5 days per week)	2834.17	$ 34,010.04
12	Monthly	Banning Police Dept. - West (5 days per week)	5262.93	$ 63,155.16
12	Monthly	Fleet Maintenance Office (5 days per week)	405.26	$ 4,863.12
12	Monthly	Water Shop (3 days per week)	728.28	$ 8,739.36
12	Monthly	Community & Senior Center (Floors/windows)	535.90	$ 6,430.80
12	Monthly	Park Restrooms (3 days per week)	1944.88	$ 23,338.56
1	TBD	As Needed Services	2500.00	$ 2,500.00
12	Monthly	City Hall (Civic Center) consumable supplies	534.68	$ 6,416.16
12	Monthly	City Yard consumable supplies	374.26	$ 4,491.12
12	Monthly	PD consumable supplies	695.03	$ 8,340.36
12	Monthly	Fleet Maintenance consumable supplies	53.47	$ 641.64
12	Monthly	Water Shop consumable supplies	96.19	$ 1,154.28
12	Monthly	Community & Senior Center consumable supplies	70.78	$ 849.36
12	Monthly	Park Restroom consumable supplies	256.64	$ 849.36
1	TBD	Consumable supplies as needed	5000.00	$ 5,000.00

DocuSign Envelope ID: 318F8AF9-877C-4F53-B441-79F9570012E8

Docusign Envelope ID: C4257D86-D422-4F41-AD3B-5D711FF9F68F

AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 6") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: 4/6/2026.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty-One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23, 2022, City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty Eight Thousand Two Hundred Twenty Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty One Thousand Nine Hundred Forty Seven Dollars and Sixty Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the

Docusign Envelope ID: C4257D86-D422-4F41-AD3B-5D711FF9F68F

Contract Sum by Four Hundred Ninety Six Thousand Seventy Nine Dollars ($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty Eight Thousand Twenty Six Dollars and Sixty Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. On May 27, 2025, City and Consultant amended the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-Six Cents ($1,305,106.66) as approved by City Council Resolution No. 2025-070.

I. On August 26, 2025, City and Consultant amended the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Sixty-Four Thousand Seven Hundred Six Dollars and Sixty-Six Cents ($1,364,706.66) as approved by Council Resolution No 2025-116.

J. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to December 31, 2027, and increase the Contract Sum to One Million Four Hundred Forty-Three Thousand Three Hundred Thirty Dollars and Sixty-Six Cents ($1,443,330.66).

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. 6 shall not exceed Seventy-Eight Thousand Six Hundred Twenty-Four Dollars ($78,624.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Four Hundred Forty-Three Thousand Three Hundred Thirty Dollars and Sixty-Six Cents ($1,443,330.66).

1.2 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through December 31, 2027, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 6, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, 4, and 5, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 6, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 6. In the event of a conflict between the provisions of this Amendment

Docusign Envelope ID: C4257D86-D422-4F41-AD3B-5D711FF9F68F

No. 6 and the provisions of the Agreement or Amendments No. 1 through 6, the provisions of this Amendment No. 6 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. 6.

2.3 Authority. The persons executing this Amendment No. 6 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. 6 on behalf of said party, (iii) by so executing this Amendment No. 6, such party is formally bound to the provisions of this Amendment No. 6, and (iv) entering into this Amendment No. 6 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 6 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*]

Docusign Envelope ID: C4257D86-D422-4F41-AD3B-5D711FF9F68F

The Parties are signing this Amendment No. 6 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Elizabeth Gibbs	Stephanie Standerfer
Elizabeth Gibbs, City Manager	NAME: Stephanie Standerfer TITLE: Vice President
City Council Approval: RESO 2026-56, 3/24/26.	NAME: TITLE:

ATTEST:

Sandra Calderon

Sandra Calderon
Administrative City Clerk

APPROVED AS TO FORM:
Slovak, Baron, Empey, Murphy & Pinkney LLP

John Pinkney

John O. Pinkney
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.

Docusign Envelope ID: C4257D86-D422-4F41-AD3B-5D711FF9F68F

January 15, 2026

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220
Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 7- Proposal for Construction Engineering Support Services
Project: Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Albert A. WEBB Associates (WEBB) respectfully submits this proposal to provide Construction Engineering Support Services for the Sun Lakes Boulevard Extension Project. These services are designed to support the City of Banning during the construction phase of the Project and are consistent with the approved plans, technical specifications, City of Banning standards, and the Standard Specifications for Public Works Construction (Green Book).

WEBB has been contracted by the City of Banning to provide engineering services for the Sun Lakes Boulevard Extension Project. As the Project transitions into construction, additional engineering support is required to assist the City with material submittal reviews, responses to Requests for Information (RFIs), verification of grading quantities, preparation of record drawings, and participation in construction progress meetings.

The following proposal outlines WEBB's understanding of the Project, the Exhibit "A" scope of services to be provided, and the Exhibit "B" proposed compensation for the scope of services.

If you find this proposal acceptable, please issue a contract amendment or task authorization to proceed. We appreciate the opportunity to continue supporting the City of Banning on the Sun Lakes Boulevard Extension Project. If you have any questions, please do not hesitate to contact me at 951-830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES

Dilesh Sheth

Dilesh Sheth, PE, TE
Senior Vice President

Docusign Envelope ID: C4257D86-D422-4F41-AD3B-5D711FF9F68F

PROJECT UNDERSTANDING

The Sun Lakes Boulevard Extension Project includes roadway, drainage, utility, signing, and striping, as well as related infrastructure improvements, between Highland Home Road and Sunset Avenue. During construction, the City requires ongoing engineering support to ensure the Project is constructed in general conformance with the approved plans, specifications, and City standards, while addressing field conditions, coordination issues, and Contractor inquiries.

The City will provide the construction management and inspection services, while WEBB will provide construction engineering support services.

EXHIBIT "A" SCOPE OF SERVICES

Task 1 – Construction Engineering Administration and Coordination

WEBB will provide construction engineering support throughout the duration of construction, including:

- Coordination with the City Construction Manager, Resident Engineer/Inspector, and Contractor
- Interpretation of approved plans, specifications, and contract documents
- Engineering support related to constructability and field conditions
- Identification of potential impacts to design intent, scope, or schedule for City consideration

Task 2 – Material Submittal Review

WEBB will review Contractor material submittals for general conformance with the Contract Documents prior to construction or installation.

Services include:

- Logging and tracking submittals
- Coordinating multi-discipline reviews, as required
- Providing consolidated written comments and disposition
- Reviewing resubmittals until an acceptable status is achieved
- Includes a total of 20 submittal and resubmittal reviews, with an average of 1 hour of Engineer review time and 0.5 hour of Project Coordinator time per review.

Required Material Submittals (as applicable):

- Traffic Control Plans
- SWPPP / WPCP (QSD/QSP certifications)
- Earthwork and import/borrow material data
- Aggregate base and asphalt mix designs
- Portland cement concrete mix designs
- ADA detectable warning surfaces
- Storm drain pipe, structures, and appurtenances
- Signing, striping, and traffic control devices

Docusign Envelope ID: C4257D86-D422-4F41-AD3B-5D711FF9F68F

- Erosion control and BMP products
- Final material certifications and warranties

Task 3 – Requests for Information (RFI) Review and Response

WEBB shall provide comprehensive engineering support for the review, evaluation, coordination, and response to Contractor RFIs.

Services include:
- Logging and tracking RFIs
- Reviewing RFIs for completeness and clarity
- Coordinating internally across disciplines
- Coordinating with City staff when RFIs may affect scope, cost, or schedule
- Preparing written responses consistent with City standards

RFIs shall be categorized by complexity to define the level of engineering effort required:

A. Simple RFIs (10)

Typically include:
- Clarification of notes, dimensions, quantities, or plan references
- Interpretation of standard details or specifications
- Field questions that can be resolved without design modification

Services include:

- Review and written response
- Minor plan markup or reference to contract documents. Includes a total of 10 RFIs, with an average of 2 hours of the Engineer's time and 1 hour of the Project Coordinator and Project Manager's time per RFI.

B. Medium-Complexity RFIs (5)

Typically include:
- Coordination between multiple disciplines
- Minor design refinements or field-driven adjustments
- Utility or drainage clarifications requiring limited analysis
- Supplemental sketches or exhibits

Services include:
- Internal coordination and technical evaluation
- Preparation of clarification sketches or exhibits
- Written response with supporting documentation
- Medium plan markup or reference to contract documents. Includes a total of 5 RFIs, with an average of 4 hours of the Engineer's time and 1 hour of the Project Coordinator's time per RFI.

Docusign Envelope ID: C4257D86-D422-4F41-AD3B-5D711FF9F68F

C. Complex RFIs (5)

Typically include:

- Differing site conditions
- Conflicts with existing utilities
- Discrepancies between plans and field conditions
- Utility conflicts requiring evaluation of alternatives
- Drainage, grading, or roadway geometry impacts
- RFIs with potential cost, schedule, or scope implications
- Issues requiring coordination with outside agencies or third parties

Services include:

- Engineering analysis and evaluation of alternatives
- Coordination meetings with the City and project stakeholders
- Preparation of detailed response narratives and supporting exhibits
- Plan markup or reference to contract documents. Includes a total of 5 RFIs, with an average of 8 hours of the Engineer's time and 1 hour of the Project Coordinator's time per RFI.

Identification of potential impacts for City consideration

Task 4 – Construction Progress Meetings

WEBB will attend construction progress meetings (a total of 24) as requested by the City, 8 in-person meetings and 16 virtual meetings.

Task 5 – Grading Quantity Verification

WEBB shall perform grading quantity calculations for earthwork pay quantities based on survey data provided by the Contractor.

Services include:

- Review of Contractor-provided pre- and post-construction survey surfaces
- Independent calculation of excavation, fill, and import/export quantities
- Coordination with City staff and the Inspector to resolve discrepancies

All field surveying shall be performed by the Contractor. WEBB's role is limited to office-based quantity verification.

Task 6 – Record Drawings (As-Built Plans)

WEBB shall prepare Record Drawings for City acceptance.

Services include:

- Incorporating approved RFIs, field directives, and clarifications
- Reviewing Contractor redline drawings

Docusign Envelope ID: C4257D86-D422-4F41-AD3B-5D711FF9F68F

- Updating plan sheets to reflect final constructed conditions

Record Drawings shall be based on information provided by the Contractor and City. WEBB shall not be responsible for independent field verification.

EXHIBIT "B" COMPENSATION FOR SCOPE OF SERVICES

WEBB proposes to provide the Construction Engineering Support Services on a **time-and-materials basis**, billed monthly in accordance with the attached Schedule of Fees.

The total fee for services described in Exhibit "A" shall **not exceed $78,624** without prior written authorization from the City.

Item	Description	Dilesh R. Sheth, Principal II	Eric Hays, Principal II	Myung G. Choo, Principal II	Ranjit Singh, Principal I	Son H. Le, Senior I	Deborah A. Saulina, Assistant V	Total Hours	Total/task[1]
	Billout Rate	$ 312	$ 312	$ 312	$ 298	$ 258	$ 196		
Task 1 - Construction Engineering Administration & Coordination		**8**	**4**		**8**		**4**	**24**	**$ 6,912**
1.1	Construction Engineering Administration & Coordination	8	4		8		4	**24**	**$ 6,912**
Task 2 - Material Submittal Review				**8**	**10**	**2**	**10**	**30**	**$ 7,952**
2.1	Material Submittal Review			8	10	2	10	**30**	**$ 7,952**
Task 3 - Request for Information (RFI) Review and Response		**15**		**34**	**46**		**15**	**110**	**$ 31,936**
3.1	Simple RFIs (10)	5		10	10		5	**30**	**$ 8,640**
3.2	Medium - Complexity RFI (5)	5		8	12		5	**30**	**$ 8,612**
3.3	Complex RFIs (5)	5		16	24		5	**50**	**$ 14,684**
Task 4 - Construction Progress Meetings		**32**			**12**			**44**	**$ 13,560**
4.1	Virtual Construction Progress Meetings (24)	32			12			**44**	**$ 13,560**
Task 5 - Grading Quantity Verification		**6**		**24**			**2**	**32**	**$ 9,752**
5.1	Grading Quantity Verification	6		24			2	**32**	**$ 9,752**
Task 6 - Record Drawings (As-Built Plans)		**2**		**8**	**12**	**4**	**4**	**30**	**$ 8,512**
6.1	Prepare As-Built Drawings	2		8	12	4	4	**30**	**$ 8,512**
Total		**63**	**4**	**74**	**88**	**6**	**35**	**270**	**$ 78,624**

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 5") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: 8/21/2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. On May 27, 2025, City and Consultant amended the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-Six Cents. ($1,305,106.66) as approved by City Council Resolution No. 2025-070.

I. City and Consultant now desire to amend the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Sixty-Four Thousand Seven Hundred Six Dollars and Sixty-Six Cents. ($1,364,706.66).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment "1", attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 4 shall not exceed Fifty-Nine Thousand Six Hundred Dollars ($59,600.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Three Hundred Sixty-Four Thousand Seven Hundred Six Dollars and Sixty-Six Cents. ($1,364,706.66).

Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 5, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, 4, and 5, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 5. In the event of a conflict between the provisions of this Amendment No. 5 and the provisions of the Agreement or Amendments No. 1 through 5, the provisions of this Amendment No. 5 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. 5.

2.3 Authority. The persons executing this Amendment No. 5 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. 5 on behalf of said party,

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

(iii) by so executing this Amendment No. 5, such party is formally bound to the provisions of this Amendment No. 5, and (iv) entering into this Amendment No. 5 does not violate any provision of any other agreement to which said party is bound.

1.3 Counterparts. This Amendment No. 5 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

1.4 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*]

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

The Parties are signing this Amendment No. 5 the date stated in the introductory clause.

CITY OF BANNING

Arturo Vela

Arturo Vela,
Acting City Manager

City Council Approval: 2025-116

ATTEST:

Sandra Calderon

Sandra Calderon,
Acting Administrative City Clerk

ALBERT A. WEBB ASSOCIATES, INC

Stephanie Standerfer

NAME: Stephanie Standerfer
TITLE: Vice President

NAME:
TITLE:

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.

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

August 8, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 6 - Additional Environmental and Engineering Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to our discussion on July 3, 2025 and August 5, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. The previous contract amendment authorized WEBB to conduct surveys for the Crotch's bumble bee (*Bombus crotchii*, CBB*)* within the Project limits. CBB is a candidate for listing under the California Endangered Species Act and therefore treated as a listed species by the California Department of Fish and Wildlife (CDFW). The surveys were needed to comply with the Project's CEQA mitigation measures and the forthcoming Streambed Alteration Agreement from CDFW. WEBB partnered with Osprey Environmental Associates who maintains the required credentials to survey for CBB.

The bee was found within the Project limits on June 27, 2025. Therefore, this contract amendment reflects the anticipation that the City will need an Incidental Take Permit (ITP) for CBB from CDFW and that the offsite mitigation proposed for mitigating the Project's jurisdictional impacts may also be required to include mitigation for CBB.

In addition, the City has been coordinating with Kinder Morgan on the relocation of their fuel lines within the Sun Lake Boulevard project limits. Last week, Kinder Morgan requested that the slope be moved 50 feet to the north along the eastern project boundary. This proposed change will require revisions to the street improvement plans, including the relocation of the storm drain outlet. In addition, preparation of the slope & drainage and the temporary construction easement documents. The City is requesting a contract amendment to revise the street & storm drain improvement plans and easement document to accommodate Kinder Morgan's request.

Finally, the City is preparing for pre-construction and construction surveys and has requested WEBB to provide archaeological and paleontological support for CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work

Task 1: Incidental Take Permit (ITP) Application

Osprey will prepare a complete ITP application that addresses potential impacts to CBB. The ITP application will include the following components:

1. Project Description

A detailed description of the proposed project, including scope, purpose, construction activities, and schedule, emphasizing elements relevant to biological resources and potential impacts to CBB.

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

2. Project Location

A clear and accurate description of the project location, including jurisdiction, parcel boundaries, and regional context. GIS-based mapping will support this section, showing the spatial relationship of project elements to known CBB habitat.

3. Take Analysis

Assess the likelihood, nature, and extent of incidental take resulting from proposed project activities. This will include direct (e.g., crushing during grading) and indirect (e.g., habitat degradation) take mechanisms and their anticipated frequency and scale.

4. Impact Analysis

Evaluate the biological significance of the anticipated take, with an emphasis on how project-related impacts may affect local CBB populations. This will include discussion of habitat quality, floral resource availability, and the role of the site in the species' life cycle.

5. Jeopardy Analysis

Assess whether issuance of the ITP would jeopardize the continued existence of CBB. This analysis will include:

- A review of known population trends and range contractions
- Evaluation of existing threats to CBB (e.g., pesticides, habitat loss)
- Consideration of cumulative impacts from related or nearby projects (*if data is available)
- An assessment of how project mitigation and minimization measures offset potential risk to the species' long-term survival and reproductive success

6. Minimization and Mitigation Measures

Propose feasible and enforceable measures to avoid, minimize, and fully mitigate impacts. These may include:

- Seasonal work windows
- Designated biologist oversight
- Daily biological sweeps
- No-disturbance buffers around observed individuals or nests
- Restoration or enhancement of temporarily disturbed habitat
- Permanent preservation of habitat at a 1:1 or greater ratio

7. Monitoring and Reporting Plan

Develop a monitoring plan to document implementation and effectiveness of all minimization and mitigation measures. This may include photo documentation, habitat success criteria, and adaptive management triggers.

8. Funding and Implementation

Describe the funding sources and financial assurances that are available to fully implement the ITP requirements, including habitat restoration, long-term management, and any required endowment contributions.

Osprey will be available to coordinate directly with CDFW staff throughout the application process to facilitate review and respond to any requests for additional information. We will prepare and submit the

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

ITP package in a format consistent with CDFW's current guidelines and expectations. This scope assumes up to two meetings will be required to discuss the findings and ITP application.

Task 2: CBB Habitat Assessment of Offsite Mitigation Site (APNs 532-180-049 and -017)

The City owns two parcels that have been identified in the Project's regulatory permit applications to serve as offsite mitigation for jurisdictional impacts. The riparian/riverine portions of these parcels have already been surveyed by Osprey for suitability as mitigation for jurisdictional impacts; however, the survey did not assess whether it also contained suitable habitat for mitigation for CBB. Therefore, Osprey will conduct a biological assessment of the parcels to evaluate their suitability to support CBB habitat. This task will include both a comprehensive desktop review and a reconnaissance-level field assessment.

The desktop review will include a thorough analysis of relevant environmental databases and datasets, including but not limited to the California Natural Diversity Database (CNDDB) and applicable citizen science databases such as iNaturalist and the Xerces Society's California Bumble Bee Atlas. This review will assess the historical and recent documentation of CBB in the vicinity of the proposed mitigation parcels.

Following the literature review, Osprey biologists will conduct a field-based reconnaissance survey by foot to assess site conditions and determine habitat suitability for CBB. The survey will evaluate the presence and quality of key habitat features such as floral diversity and abundance, availability of nesting substrates (e.g., rodent burrows, thatch layers), and potential overwintering habitat. All blooming species observed will be recorded and mapped using GPS and/or GIS, and vegetation communities will be broadly classified to inform mitigation potential.

Upon completion of these efforts, Osprey will prepare a summary letter report detailing the findings of both the desktop and field assessments. The report will include a habitat suitability evaluation, mapped habitat features, and a discussion of the site's potential to serve as suitable mitigation for CBB under the California Endangered Species Act. This information will serve as baseline data to inform future coordination with the California Department of Fish and Wildlife and support Incidental Take Permit planning and review processes.

Task 3: Task 3. UAV (Drone) Survey(s) (Optional)

As an optional task, Osprey can perform a drone-based aerial survey of the two mitigation parcels identified in Task 2 to generate a high-resolution orthomosaic basemap. This product will provide a current, spatially accurate representation of site conditions, aiding in the visualization of habitat features and supporting documentation for mitigation planning.

The UAV survey will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC), accompanied by a qualified visual observer, in full compliance with FAA Part 107 regulations. Collected imagery will be processed into georeferenced orthomosaics suitable for GIS integration. The resulting basemap will enhance coordination with regulatory agencies, support comparative analyses over time, and provide a detailed visual record for future project documentation.

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

Drone survey data can be integrated into all deliverables prepared under Task 1 and Task 2 and will serve as a valuable resource for informing future monitoring, restoration planning, or adaptive management efforts on the mitigation parcels.

Task 4: WEBB Meetings and Coordination

WEBB has included 28 hours for meetings and coordination associated with Tasks 1-3 and Task 6. This includes reviewing documents, attending meetings, and coordinating with the City, and Morongo Band of Missions Indians for the tribal monitoring services agreement.

Task 5: Revise Street & Storm Drain Improvement Plans and Prepare Easement Documents

As part of the contract amendment, we will revise the street and storm drain improvement plans for the Sun Lake Boulevard project to incorporate design changes requested by Kinder Morgan. They have asked for the top of the slope to be moved 50 feet to the north along the eastern project boundary to accommodate the relocation of their existing fuel lines. In response, we will coordinate with the City to confirm the revised alignment and any right-of-way impacts. We will update the street improvement plans to reflect the new slope location and associated grading modifications. Additionally, we will revise the storm drain system design, including the relocation of the existing storm drain outlet and any affected infrastructure. We will prepare the slope & drainage and temporary construction easement (TCE) legal and plats. Our scope includes updating the relevant plan sheets, profiles, and details; providing revised quantities and construction cost estimates; and submitting the updated plans and easement documents for City review. We will also incorporate one round of review comments as part of this task.

Task 6: Archaeological and Paleontological Mitigation Measures

WEBB will partner with CRM Tech to provide the City with the qualified archaeologists and paleontologists in order to fulfill CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work: Preparation of the Paleontological Resource Impact Mitigation Program Document

CEQA mitigation measure **MM GEO-2** states that prior to the commencement of ground-disturbing activities, the Project Paleontologist (retained under **MM GEO-1**) shall prepare and implement a Paleontological Resource Impact Mitigation Program (PRIMP) for the Project. The PRIMP will describe the monitoring required during excavations that extend into locations of areas deemed to have a high paleontological resource potential, which include older Holocene-age and Pleistocene-age alluvial deposits. To meet the requirement to develop this document for this project, CRM TECH will review pertinent geological and paleontological documents available for the project area and vicinity and review the geotechnical study completed for the project as well as the site plan and grading plans. This information will be synthesized into a site-specific Program document that will outline the procedures for paleontological monitoring and for the proper treatment of all paleontological resources that may be encountered while monitoring the earth-disturbing activities associated with the project, as per the conditions for this project.

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

Scope of Work: Preparing and Presenting the Paleontological Worker's Environmental Awareness Program

CEQA mitigation measure **MM GEO-1** states that in order to educate the construction contractor and each of the construction crews about the types of paleontological resources that may be encountered along the Sun Lakes Boulevard Extension Project, prior to the start of the construction, the City of Banning shall retain a professional paleontologist (the "Project Paleontologist") to prepare a Paleontological Worker Environmental Awareness Program (WEAP). The Paleontological WEAP shall be taped and presented to any construction crew members not present at the preconstruction meeting during which it was initially presented prior to such crew members working on the Sun Lakes Boulevard Extension Project. To prepare for and present the training program, CRM TECH will review the available paleontological information for the study area and vicinity; collect information about the types fossils that might be present in the project area; gather examples of fossils (or photographs of fossils), maps, contact information, and other data for use during the training session; review and compile information regarding the monitoring activities including safety measures and the procedures to be followed during ground disturbance in sensitive areas and protocols that apply in the event that resources are discovered. This information will be assembled so that it can be presented in an easily understood, comprehensive Worker Environmental Awareness Program regarding paleontological resources.

Budget

Our proposed budget for the services listed herein will be billed on a not-to-exceed time and materials (T&M) basis according to our existing contract for a total not to exceed of **$59,600.**

	Environmental & Engineering Services	Fee
Task 1.	(Osprey) Preparation of CDFW ITP Application for the Crotch's Bumble Bee	$ 15,530
Task 2.	(Osprey) Biological Assessment for Potential Crotch's Bumblebee Mitigation Site(s) APNs: 532-180-049 & 532-180-017	$ 5,750
Task 3.	(Osprey) UAV (Drone) Survey (Optional)	$ 1,960
Task 4.	(WEBB) meetings and coordination, and tribal monitoring services agreement with Morongo Band of Mission Indians	$ 5,690
Task 5.	(WEBB) Revise Street & Storm Drain Improvement Plans and Prepare Easement Documents	$ 25,540
Task 6.	(CRM Tech) Prepare PRIMP; Prepare and Present Paleontological WEAP	$ 5,130
	TOTAL	**$ 59,600**

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 4	$496,079
Change Order No. 5	$57,080
Current Authorization	$1,305,106.66
Proposed Change Order	**$59,600**
Proposed Authorization	**$1,364,706.66**

If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 4") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: May 27, 2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. City and Consultant now desire to amend the Agreement to modify the Scope of Services,and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-six Cents. ($1,305,106.66).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment "1", attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 4 shall not exceed Fifty-Seven Thousand Eighty Dollars ($57,080.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-six Cents. ($1,305,106.66).

Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 43, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, and 4, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 4. In the event of a conflict between the provisions of this Amendment No. 4 and the provisions of the Agreement or Amendments No. 1 through 4, the provisions of this Amendment No. 4 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. 4.

2.3 Authority. The persons executing this Amendment No. 4 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. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) entering into this Amendment No.

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

4 does not violate any provision of any other agreement to which said party is bound.

1.3 Counterparts. This Amendment No. 4 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

1.4 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*]

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

The Parties are signing this Amendment No. 4 the date stated in the introductory clause.

CITY OF BANNING

Robert Fisher

Robert Fisher,
Acting City Manager

City Council Approval: RESO 2025-068

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM
Solvak, Baron, Empey, Murphy & Pinkney LLP

John Pinkney

John O. Pinkley
City Attorney

ALBERT A. WEBB ASSOCIATES, INC.

Stephanie Standerfer

NAME: Stephanie Standerfer
TITLE: Vice President

NAME:
TITLE:

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.

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

ATTACHMENT "1"

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

ALBERT A. WEBB ASSOCIATES

2020-0126

February 28, 2025
Revised April 23, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 4 - Additional Environmental Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to your request on February 6, 2025, and subsequent discussion on April 2, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. WEBB is currently under contract with the City to obtain regulatory permits for the project from the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB).

Said permits have requirements that the City will need to fulfill prior to construction of the project which are outlined below in Task 1. Biological reporting and monitoring that is required during construction are not included herein, but as we have discussed with you, we understand the City will include the permitting-related tasks during construction to be included in the City's forthcoming construction management contract.

Also included in this request is the City's obligation for compensatory mitigation related to impacts to jurisdictional waters which are required to be fulfilled within 18 months of impacts. Task 2 includes WEBB's assistance with the compensatory mitigation obligations.

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

Scope of Work

Task 1: Biological Services During Construction

The Tasks below are related to the surveying and reporting requirements of the CDFW permit, RWQCB permit, as well as CEQA mitigation measures MM BIO-1 through MM BIO-4.[1] WEBB will subcontract with Osprey Environmental Associates (Osprey) to fulfill these requirements.

Preconstruction Nesting Bird Survey and Report (corresponds to CDFW Measures 2.11.1 and 4.4; CEQA MM BIO-1)

Osprey will conduct preconstruction nesting bird surveys if vegetation clearance occurs outside the recommended window (September 1 – February 1). Surveys will be performed within three (3) days prior to construction initiation to identify active nests within 100 feet of the project site. A survey report by a qualified biologist verifying nest status will be submitted to the City of Banning prior to construction. If active nests are identified, species-specific measures will be implemented to prevent nest abandonment.

Burrowing Owl Pre-Construction Inspection Survey and Report (corresponds to CDFW Measure 2.12.4 and CEQA MM BIO-2)

A single preconstruction burrowing owl survey will be conducted within 3 days of vegetation removal or ground disturbance. The survey will comply with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and 2006 "Burrowing Owl Survey Instructions" and will cover entire the project site and within 150-meters. If burrowing owls are detected during the breeding season (February 1–August 31), a 300-foot buffer will be enforced around active burrows until nesting is complete. Following the survey, a burrowing owl pre-construction survey report will be prepared and submitted to WEBB in PDF format. The survey report will document the methods, results, and conclusion of the survey.

Crotch's Bumble Bee (corresponds to CEQA MM BIO-3)

- **Crotch's Bumble Bee Habitat Mapping and Report (corresponds to CDFW Measure 2.14)**

Osprey will conduct habitat mapping for the Crotch's bumblebee within the project footprint. Mapping will identify habitat alliances following Sawyer et al. (2009). Following field mapping and no less than 120 days prior to the initiation of activities Osprey will complete and submit to CDFW a baseline habitat mapping report. The report will identify species composition for each mapped alliance and will be submitted to CDFW.

- **Crotch's Bumble Bee Draft Survey Plan (corresponds to CDFW Measure 2.15.2)**

A qualified Osprey biologist will prepare and submit to CDFW for review and comment a draft survey plan for Crotch's bumble bee. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's bumble bee be detected within the project area.

[1] There are a total of five mitigation measures for biological resources. MM BIO-5 is "Mitigation for Riparian/Riverine and Jurisdictional Impacts." WEBB's assistance with this is in Task 2, herein.

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

The survey plan will be submitted no less than 90 days prior to initiation of project activities in suitable habitat.

- **Crotch's Bumble Bee Survey(s) and Report (corresponds to CDFW Measure 2.15.3)**

If habitat mapping identifies the presence of plants (e.g., genera *Antirrhinum, Phacelia, Clarkia, Cordylanthus, Dendromecon, Eschscholzia, Eriogonum, Hypericum, Lantana, Lupinus, Salvia, Asclepias, Cirsium, Monardella, Keckiella, Acmispon, Euthamia, Ehrendorferia, Vicia, and/or Trichostema*) or other suitable habitat (i.e. nesting, foraging, and overwintering habitat), Osprey will conduct focused surveys for the Crotch's bumblebee (CBB) following the approval and submittal of survey plan. Osprey will first conduct a literature review and records search for CBB occurrences within a 10-mile radius, utilizing the CDFW California Natural Diversity Database and iNaturalist. Following the literature review, Osprey will conduct on-site CBB surveys following the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023). These surveys will take place during the Colony Active Period (April-August) and when floral resources are available, ideally at peak bloom. A minimum of three surveys will be conducted, spaced 2-4 weeks apart between April and August. Surveys will be performed during daylight, beginning at least one hour after sunrise and ending at least two hours before sunset, ideally between 9:00 AM and 1:00 PM, with temperatures between 65°F and 90°F and wind speeds under 8 miles per hour. Each survey will cover at least one person-hour of search effort per three acres of suitable habitat.

Following the completion of the surveys, a report will be prepared summarizing the survey methods, findings, and conclusions. The report will also include a list of bee species observed and any accompanying photographs. Survey results will be submitted to CDFW before ground-disturbing activities begin. If an active CBB nest is detected, a no-disturbance buffer zone will be established, and CDFW will be notified.

Biological Worker's Environmental Awareness Program (WEAP) and Invasive Species Education Program (corresponds to CDFW Measures 2.8 and 2.8.1; CEQA MM BIO-4)

Osprey will develop and conduct a mandatory Biological Worker's Environmental Awareness Program (WEAP) training for all construction personnel. This training will cover key topics, including CBB, burrowing owls, rare plant species, and riparian/riverine features. WEAP training will be coordinated with the paleontological WEAP. A recorded training will be prepared and available.

Further, included in the WEAP will be an additional discussion of the invasive species currently present within the project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion will include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The invasive species education program will also include a discussion of Best Management Practices (BMPs) to be implemented at the Project site to avoid the introduction and spread of invasive species into and out of the Project site.

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

WEBB Management of Biological Services

WEBB has budgeted 40 hours to manage and coordinate with Osprey related to Task 1 including reviewing documents, and meeting with the City.

UAV (Drone) Survey(s) (Optional)

Osprey can provide a drone survey of the project area to generate a high-resolution orthomosaic basemap, offering a temporally and spatially accurate depiction of the project site as is currently prior to construction and post-construction. This updated imagery can serve as a key reference for stakeholders, ensuring precise visualization of project lands, roads, and planned or constructed infrastructure. The orthomosaic will enhance project planning, coordination, and decision-making by delivering highly accurate spatial and visual data. The flight will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC) and a visual observer, ensuring full compliance with FAA regulations. The drone data collection and subsequent GIS analysis will be used to support all of Osprey's reporting deliverables included herein. Deliverables will include a high-resolution orthomosaic base map, digital terrain model depicting project ground elevations, and a digital surface model depicting project surface elevations.

Although a temporally and spatially accurate orthomosaic basemap is informative and helpful, this optional service is not required in order to complete any of the aforementioned tasks.

Task 1 Assumptions

- None of the species identified above will be found on site.
- This scope includes one (1) in-person WEAP training. Any additional training sessions will require a separate scope and fee.
- Materials required for delineating Environmentally Sensitive Areas (ESAs) or establishing nesting buffers are not included in this proposal. The cost of these materials will be billed directly to the client if not provided by the City.
- The preparation of a Burrowing Owl Mitigation Plan is not included. If required, Osprey will provide a separate scope and fee for this task.
- This proposal does not cover small mammal trapping or the preparation of a small mammal trapping survey report. If required, Osprey will provide an additional scope and fee for these efforts.
- Assistance with securing an Incidental Take Permit (ITP) from CDFW is not included. If required, Osprey can provide a separate scope and fee for this task.

Task 2: WEBB Assistance with Offsite Compensatory Mitigation Fulfillment (corresponds to CDFW Measure 3.3; CEQA MM BIO-5)

WEBB has included 50 hours to help the City to set up its compensatory mitigation obligation utilizing an offsite mitigation site owned by the City located southeast of the City's wastewater treatment plant. We anticipate actions under this task will be to advise and support the City related to: finding a third party to hold a conservation easement/deed restriction(s) on the City's property (City to retain

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

fee title), negotiate and find the City a third party land manager and assist City with said agreement, and finding an entity to provide a non-wasting endowment. We understand the City will take lead on each of these tasks; therefore this budget is for things like attending meetings to provide project background and making connections to facilitate the process.

Budget

Our proposed budget for the services listed herein will be billed on a Time and Materials basis according to our existing contract for a total not to exceed of **$57,080.**

Environmental Services

Task 1 - Biological Services	
Preconstruction Nesting Bird Survey and Report	$ 4,660
Burrowing Owl Pre-Construction Inspection Survey and Report	$ 6,230
Crotch's Bumble Bee Habitat Mapping and Report	$ 6,840
Crotch's Bumble Bee Draft Survey Plan	$ 4,350
Crotch's Bumble Bee Survey(s) and Report	$ 14,380
WEBB Management of Task 1 (40 hours)	$ 7,150
Optional UAV (Drone) Survey	$ 4,370
Task 2 - Management and Coordination for Offsite Mitigation	$ 9,100
TOTAL	**$ 57,080**

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 3	$496,079
Current Authorization	$1,248,026.66
Proposed Change Order	**$57,080**
Total WEBB Authorization with Proposed Change Order	$1,305,106.66

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

Docusign Envelope ID: 01AD65EE-8891-443E-8A68-1BCD3B1F23B4

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 3") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: 1/6/2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty Five Dollars and Sixty Six Cents ($603,725.66) The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

Docusign Envelope ID: 01AD65EE-8891-443E-8A68-1BCD3B1F23B4

($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to June 30, 2026.

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2026, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, and 3, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 3. In the event of a conflict between the provisions of this Amendment No. 3 and the provisions of the Agreement or Amendments No. 1 through 3, the provisions of this Amendment No. 3 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. 3.

2.3 Authority. The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 3 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

Docusign Envelope ID: 01AD65EE-8891-443E-8A68-1BCD3B1F23B4

to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

Docusign Envelope ID: 01AD65EE-8891-443E-8A68-1BCD3B1F23B4

The Parties are signing this Amendment No. 3 the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Douglas Schulze, City Manager	NAME: Stephanie Standerfer TITLE: Vice President
City Council Approval: __n/a_____	NAME: TITLE:

ATTEST:

Caroline Patton
Administrative City Clerk

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.