CITY OF LOMA LINDA

CITY COUNCIL AGENDA

REGULAR MEETING OF APRIL 8, 2014

A regular meeting of the City Council of the City of Loma Linda is scheduled to be held Tuesday, April 8, 2014 in the City Council Chamber, 25541 Barton Road, Loma Linda, California. *Pursuant to Municipal Code Section 2.08.010, study session or closed session items may begin at 5:30 p.m. or as soon thereafter as possible. The public meeting begins at 7:00 p.m.*

Reports and Documents relating to each agenda item are on file in the Office of the City Clerk and are available for public inspection during normal business hours. The Loma Linda Branch Library is also provided an agenda packet for your convenience. The agenda and reports are also located on the City's Website at www.lomalinda-ca.gov.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 25541 Barton Road, Loma Linda, CA during normal business hours. Such documents are also available on the City's website at www.lomalinda-ca.gov subject to staff's ability to post the documents before the meeting.

Persons wishing to speak on an agenda item, including any closed session items, are asked to complete an information card and present it to the City Clerk prior to consideration of the item. When the item is to be considered, please step forward to the podium, the Chair will recognize you and you may offer your comments. The City Council meeting is recorded to assist in the preparation of the Minutes, and you are therefore asked to give your name and address prior to offering testimony.

The Oral Reports/Public Participation portion of the agenda pertains to items NOT on the agenda and is limited to 30 minutes; 3 minutes allotted for each speaker. Pursuant to the Brown Act, no action may be taken by the City Council at this time; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (909) 799-2819. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible.

A recess may be called at the discretion of the City Council.

Agenda item requests for the MAY 13, 2014 meeting must be submitted in writing to the City Clerk no later than NOON, MONDAY, APRIL 21. 2013

A. Call To Order

B. Roll Call

C. Invocation and Pledge of Allegiance – Councilman Dupper (In keeping with long-standing traditions of legislative invocations, this City Council meeting may include a brief, non-sectarian invocation. Such invocations are not intended to proselytize or advance any one, or to disparage any other, faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.)

D. Items To Be Added Or Deleted

E. Oral Reports/Public Participation - Non-Agenda Items (Limited to 30 minutes; 3 minutes allotted for each speaker)

F. **Conflict of Interest** Disclosure - Note agenda item that may require member abstentions due to possible conflicts of interest

G. **Scheduled And Related Items**

1. Presentation of proclamation to Capt. Dorsey of the Sheriff's Department on behalf of International Footprint Association Inland Empire Chapter 67 declaring week of May 12, 2014 as "Blue Ribbon Week" in support of the men and women of law enforcement **[Mayor]**

2. Presentation of proclamation declaring April 2014 DMV/Donate Life California Month **[Mayor]**

3. **Public Hearing** – Council Bill #R-2014-12 - Agreement with Mansfield Oil Company of Gainesville, Inc. (Economic Incentive Agreement) pertaining to subsidy payments to Mansfield subject to satisfaction of conditions contained in the Agreement **[Assistant City Manager]**

4. **Public Hearing** – Appeal of Planning Commission decision to declare that a public nuisance exists at APN 0281-091-22 (24800 Redlands Blvd), APN 0281-091-32 (24816 Redlands Blvd), and APN 0281-091-40 (24818 Redlands Blvd.) (Continued from February 11, 2014) **[Community Development]**

H. **Consent Calendar**

5. Demands Register

6. Minutes of March 11 and 20, 2014

7. March 2014 Treasurer's Report

8. Accept as complete and authorize recordation of a Notice of Completion for Installation of a Fire Alarm System Upgrade at City Corporation Yard – Facilities Protection Services, contractor **[Public Works]**

9. Council Bill #R-2014-14 – Amending the PERS Health Benefit Contract to allow a non-PERS employee to receive health benefits **[City Manager]**

10. Appropriation of $70,000.00 for legal fees related to Department of Finance litigation and personnel **[City Manager]**

11. The Cooperation Agreement For Community Development and Planning Grants for Fiscal Years 2015-16, 2016-17, 2017-18 and Subsequent .Automatic Renewals, Unless Terminated **[Public Works]**

12. Appropriate $735,800 from Regional Traffic Development Impact fund balance for Phase II of the Project Baseline Agreement for I/10-Tippecanoe/Anderson Interchange Improvement between City of Loma Linda, City of San Bernardino, Inland Valley Development Agency, San Bernardino Associated Governments, California Transportation Commission and California Department of Transportation **[Public Works]**

Consent Calendar (Continued)

13. Modifications to specifications for Loma Linda Connected Community Program **[Assistant City Manager]**

14. Council Bill #R-2014-13 - Protesting property sale by San Bernardino County relating to APN 0293-341-49 (a 10 x 845-foot strip near Wiley Street) **[City Manager]**

15. Waste Delivery Agreement between the County and the City relating to a Contract Rate Change effective July 1, 2014 **[Public Works]**

16. Request from the Chamber of Commerce for street closures and other City support for the Annual Community Parade and Fair, Sunday, October 19, 2014

17. Waiver of Special Events Fee **[Assistant City Manager]**

    a. Loma Linda University Church – Ukids Ministry – Animal Vespers Program
    b. St. Joseph the Worker Catholic Church – Easter Traffic Control

18. Confirmation of Professional Services Agreements and pass through fees paid by the applicant to cover costs of contract planning services **[Assistant City Manager]**

    a. Kunzman Associates, Inc. to provide peer reviewed technical studies for the Loma Linda Veterans Outpatient Clinic and pass through fee of $30,925.00
    b. Plans Plus/P+ to prepare the Environmental Analysis including associated technical studies for the Loma Linda Veterans Outpatient Clinic and pass through fee of $21,440.00
    c. Lilburn Corporation to prepare the Environmental Analysis including associated technical studies for the Integrated Campus Master Plan and pass through fee of $154,880.00
    d. Lilburn Corporation to prepare the Environmental Analysis including associated technical studies for the Ronald McDonald House expansion and pass through fee of $31,500.00

I. **Reports of Councilmen** (This portion of the agenda provides City Council Members an opportunity to provide information relating to other boards/commissions/committees to which City Council Members have been appointed).

J. **Reports Of Officers** (This portion of the agenda provides Staff the opportunity to provide informational items that are of general interest as well as information that has been requested by the City Council).

K. **Adjournment**

City of Loma Linda
Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
Ronald Dailey, Councilman
Phillip Dupper, Councilman
John Lenart, Councilman

COUNCIL AGENDA: April 8, 2014

Approved/Continued/Denied
By City Council
Date _____

TO: City Council

SUBJECT: Presentation of proclamation to Capt. Dorsey of the Sheriff's Department on behalf of International Footprint Association Inland Empire Chapter 67 declaring week of May 12, 2014 as "Blue Ribbon Week" in support of the men and women of law enforcement

CITY OF LOMA LINDA, CA

PROCLAMATION

"DMV/Donate Life California Month"

April 2014

WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as the greatest expression of compassion to those in need and each year millions of lives are saved and healed by donors of organs, tissue, marrow and blood; and

WHEREAS, with more than 121,000 individuals nationwide and more than 21,000 in California currently on the national organ transplant waitlist, with the especially urgent in Hispanic and African American communities, every 90 minutes one person dies while waiting for a donated organ; and

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

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

WHEREAS, the spirit of giving and decision to donate are not restricted by age or medical condition and over ten million Californians have signed up with the state-authorized Donate Life California Registry to ensure their wishes to be organ and tissue donors are honored; and

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

NOW, THEREFORE, I, Rhodes Rigsby, Mayor of the City of Loma Linda, on behalf of the entire City Council, do hereby proclaim the month of April 2014

"DMV/Donate Life California Month"

in Loma Linda and do encourage all Californians to learn the facts about organ and tissue donation and to check "YES" when applying for or renewing their driver license or ID card or by registering at www.donateLIFEcalifornia.org.

SIGNED this 8th day of April 2014.

DONATE LIFE California DONOR REGISTRY

R L Rigsby MD

Rhodes Rigsby, Mayor

City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
Ronald Dailey, Councilman
Phillip Dupper, Councilman
John Lenart, Councilman

COUNCIL AGENDA: April 8, 2014

TO: City Council

SUBJECT: Presentation of proclamation declaring April 2014 DMV/Donate Life California Month

Approved/Continued/Denied
By City Council
Date _____

CITY OF LOMA LINDA, CA

PROCLAMATION

BLUE RIBBON WEEK

WEEK OF MAY 12, 2014

WHEREAS, the City of Loma Linda contracts with the San Bernardino County Sheriff's Department for law enforcement protection services; and

WHEREAS, one of the community's most important resources are the brave, devoted peace officers who willingly dedicate their lives to securing a safe human society for all; and

WHEREAS, the community's peace officers have long sustained a tradition of performing their work to the highest quality possible in order to provide a better life environment for others; and

WHEREAS, in an effort to recognize and preserve the continued commitment of all peace officers and law enforcement agencies, the members of "Support Our Law Enforcement" Committee have designated the week of May 12, 2014 as "**Blue Ribbon Week**"; and

WHEREAS, "**Blue Ribbon Week**" is intended to be a show of confidence in all peace officers and law enforcement agencies from the general public and provide a tremendous morale booster for all the dedicated men and women wearing a badge for the protection of our community; and

WHEREAS, each citizen displaying a blue ribbon during the week of May 12, 2014 will demonstrate support for every police agency now serving the Cities and County of San Bernardino;

NOW, THEREFORE, I, Rhodes Rigsby, Mayor of the City of Loma Linda do hereby proclaim the week of May 12, 2014 as

BLUE RIBBON WEEK

in the City of Loma Linda in recognition and support of all peace officers and law enforcement agencies serving the Cities and County of San Bernardino, and invite each citizen and employee within our City to wear a blue ribbon in recognition and support of our law enforcement officers.

SIGNED this 8th day of April 2014.

A Law Enforcement Support Group

R L Rigsby MD

Rhodes Rigsby, Mayor

City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
Ronald Dailey, Councilman
Phillip Dupper, Councilman
John Lenart, Councilman

COUNCIL AGENDA:	April 8, 2014
TO:	City Council
FROM:	Konrad Bolowich, Assistant City Manager
SUBJECT:	Economic Incentive Agreement between Mansfield Oil Company of Gainesville, Inc., a Georgia corporation, and the City of Loma Linda

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council enter into the Economic Incentive Agreement between Mansfield Oil Company and the City of Loma Linda in the form submitted herewith.

BACKGROUND

Mansfield Oil Company of Gainesville, Inc., a Georgia corporation ("Mansfield") operates an office facility within the City at the Corporate Business Center. Mansfield has proposed to the City an Economic Incentive Agreement in the form submitted herewith (the "Agreement") wherein Mansfield is willing to treat their Loma Linda site as the sole point of sale on an ongoing basis for all taxable sales of energy products sold in the State of California, and the City of Loma Linda ("City") would be obligated to make certain payments to Mansfield based upon a percentage (75%) of sales tax received by the City from operations undertaken by Mansfield as well as the City effectively foregoing collection of the City's business license tax from Mansfield for the operations of Mansfield on the "Site" as designated under the Agreement.

Prior to the consideration of this item, a notice of public hearing was published concerning the proposed Agreement; that notice alludes to Government Code Section 53083, as more fully described below. A copy of the Agreement and this staff report have been on display as public records with the City Clerk.

ANALYSIS

In light of the elimination of redevelopment agencies as affected by enactments of the California Legislature in 2011 and 2012, including the former Loma Linda Redevelopment Agency, the generation of tax revenues available to the City is important in preserving the ability of the City's ability to provide an acceptable level of core municipal services to its residents. The foregoing is

an important public purpose associated with the Agreement and the retaining on an ongoing basis the activities of Mansfield as provided thereunder.

The City is a chartered city; in that capacity, the City would enter into the proposed Agreement in consideration of the activities that will be undertaken by Mansfield in the City. Mansfield has executed the Agreement which, upon approval by the City Council and execution by the City Manager on behalf of the City, would immediately go into effect.

This Agreement, if approved by the City Council, will be between Mansfield Oil Company with corporate offices located at 1025 Airport Parkway SW, Gainesville, GA 30501, doing business in the City of Loma Linda at 10459 Suite "C", Redlands, CA 92374. The operating period would under the Agreement would commence as of midnight on the day both parties have executed the Agreement, with subsidy payments being available with respect to such period (so long as the Agreement remains in effect and Mansfield is not in default thereunder). The Agreement provides for a twenty-one year term.

Mansfield will continue to operate as a conforming business activity on an ongoing basis on a site in the City of Loma Linda as their sole location within California, and treat the site as the sole point of sale for all taxable sales of energy products sold in the State of California. It is estimated that operations in the City will maintain between ten and fifteen full-time jobs in the community. No part-time or temporary positions are anticipated.

Under the Agreement, the City will be obligated to make certain payments to Mansfield: (i) based upon a percentage (75%) of sales taxes received by the City from operations undertaken by Mansfield; and (ii) an amount equal to that amount which would otherwise be received by the City from Mansfield as the City's business license due in connection with operations of Mansfield within the City. The City will retain a percentage (25%) of sales taxes received by the City from operations undertaken by Mansfield in the State of California. California statutes do not allow payments to a sales tax generator based upon the sale of jet fuels; accordingly, any sales of jet fuels would not be subject to the allocation described in this paragraph. Should other types of transactions become ineligible for allocation, these would then similarly fall outside the allocation formula.

Staff estimates that, upon review of data provided by Mansfield, Mansfield will generate approximately $177,000,000.00 in annual sales in the State of California. Under this agreement, it is estimated that Mansfield would be entitled to annual economic incentives in the amount of $1,327,500.00 based upon seventy-five percent (75%) of the City's portion of sales taxes, plus the amount which would be payable by Mansfield to the City for a business license associated with the business activities of Mansfield; the amount payable for such business license would vary upon sales but based upon assumed sales of $177,000,000.00 annually would be $160,000 per year. Based upon the level of sales assumed above, the City would retain $442,500.00 annually as sales tax revenue to the City. Figures for annual sales and regarding sales taxes are

only estimates: the actual figures will be a function of such sales activity as is actually consummated by Mansfield from time to time.

Approval of this resolution will authorize the City Manager to execute the Agreement (including without limitation all attachments thereto) on behalf of the City. The City Manager is also authorized, on behalf of the City, to make revisions to the Agreement which do not increase any amounts to be paid by the City or materially or substantially increase the City's obligations thereunder, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the City's obligations, responsibilities and duties to be performed under the Agreement and related documents.

Government Code Section 53083 is a codification of Assembly Bill 562 from 2013, and which became effective as of January 1, 2014. Section 53083 provides, in pertinent part, as follows:

53083. (a) On and after January 1, 2014, each local agency shall, before approving any economic development subsidy within its jurisdiction, provide all of the following information in written form available to the public, and through its Internet Web site, if applicable:

> (1) The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable.
>
> (2) The start and end dates and schedule, if applicable, for the economic development subsidy.
>
> (3) A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy.
>
> (4) A statement of the public purposes for the economic development subsidy.
>
> (5) Projected tax revenue to the local agency as a result of the economic development subsidy.
>
> (6) Estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.

(b) Before granting an economic development subsidy, each local agency shall provide public notice and a hearing regarding the economic development subsidy. A public hearing and notice under this subdivision is not required if a hearing and notice regarding the economic development subsidy is otherwise required by law.

The elements enumerated within Section 53083 as set forth above are included within this staff report, particularly under the heading "ANALYSIS."

This report will remain posted on the City Internet Web site with a link leading to it under the economic development page.

ENVIRONMENTAL

This agreement is not considered a project per section 15378(b)(4) of the California Environmental Quality Act in that the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

FINANCIAL IMPACT

The Agreement will make available to the City an additional source of sales tax revenues and is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

It is estimated that there will be between ten and fifteen full time positions created in the City with the resultant economic stimulus. There will also be a direct impact of an additional $442,500.00 from the sales tax revenue brought to and retained by the City. There is also the potential that the portion of County Pool tax revenue may be increased by an unknown amount.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA APPROVING AN ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF LOMA LINDA AND MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

WHEREAS, the City of Loma Linda ("City") is a chartered city organized and operating under its city charter (the "Charter") and the laws of the State of California; and

WHEREAS, Mansfield Oil Company of Gainesville, Inc., a Georgia corporation ("Mansfield") has proposed to the City an agreement substantially in the form submitted herewith (the "Economic Incentive Agreement"); and

WHEREAS, a copy of the Economic Incentive Agreement, together with a report describing the proposed transaction, has been on file with the City Clerk as a public record; and

WHEREAS, notice of a public hearing to consider the Economic Incentive Agreement, and which specifically referenced Government Code Section 53083, was published in a newspaper of general circulation serving the City and its inhabitants; and

WHEREAS, under the Economic Incentive Agreement, the City would be obligated to make certain payments to Mansfield based upon a percentage (75%) of sales taxes received by the City from operations undertaken by Mansfield, and forbearance of collection of business license taxes which would be payable by Mansfield in connection with its operations; and

WHEREAS, Mansfield, which is a business operating at a situs within the corporate limits of the City, is unwilling to maintain its operations within the City but for the approval of the Economic Incentive Agreement; and

WHEREAS, by retaining Mansfield within the City, the City will continue to be the beneficiary of substantial sales tax revenues over a significant period of time, all as more particularly set forth in the Economic Incentive Agreement; and

WHEREAS, particularly in light of the elimination of redevelopment agencies as effected by enactments of the California Legislature in 2011 and 2012, including the former Loma Linda Redevelopment Agency, the generation of tax revenues available to the City is important in preserving the ability of the City to provide an acceptable level of core municipal services to its inhabitants; and

WHEREAS, the financial participation by the City under the Economic Incentive Agreement is in consideration of the activities that will be undertaken by Mansfield under the Economic Incentive Agreement; and

WHEREAS, a public meeting of the City Council on the proposed Economic Incentive Agreement was duly noticed; and

WHEREAS, the proposed Economic Incentive Agreement, and a staff report have been available for public inspection prior to the public meeting; and

WHEREAS, all actions required by all applicable law with respect to the proposed Economic Incentive Agreement have been taken in an appropriate and timely manner; and

WHEREAS, the City Council has duly considered all of the terms and conditions of the proposed Economic Incentive Agreement and believes that the Economic Incentive Agreement is important to make available to the City for the benefit of its inhabitants an additional source of sales tax revenues and is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMA LINDA DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby finds and determines that, by generating additional revenues to the City, the Economic Incentive Agreement will benefit the City and its inhabitants.

Section 2. The City Council hereby approves the Economic Incentive Agreement in substantially the form presented to the City Council, subject to such revisions as may be made by the City Manager or his designee. The City Manager is hereby authorized to execute the Economic Incentive Agreement (including without limitation all attachments thereto) on behalf of the City. A copy of the Economic Incentive Agreement when executed by the City shall be placed on file in the office of the City Clerk.

Section 3. The City Manager is hereby authorized, on behalf of the City, to make revisions to the Economic Incentive Agreement which do not increase any amounts to be paid by the City or materially or substantially increase the City's obligations thereunder, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Economic Incentive Agreement and to administer the City's obligations, responsibilities and duties to be performed under the Economic Incentive Agreement and related documents.

PASSED and **ADOPTED** this 8th day of April, 2014.

By: _____
Rhodes Rigsby, Mayor

ATTEST:

_____
Pamela Byrnes-O'Camb, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF LOMA LINDA)

I, Pamela Byrnes-O'Camb, City Clerk of the City of Loma Linda, do hereby certify that the foregoing Resolution No. ____ was duly and regularly adopted by vote of the City Council of the City of Loma Linda at its regular meeting held on the 8th day of April, 2014, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

By: _____
Pamela Byrnes-O'Camb, City Clerk

ECONOMIC INCENTIVE AGREEMENT

BY AND BETWEEN

CITY OF LOMA LINDA

AND

MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

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ATTACHMENT

Attachment No. 1 Participant Certificate

ECONOMIC INCENTIVE AGREEMENT

This ECONOMIC INCENTIVE AGREEMENT ("Agreement") is entered into as of April 8, 2014 by and between the CITY OF LOMA LINDA, a chartered municipal corporation (the "City") and MANSFIELD OIL COMPANY OF GAINESVILLE, INC., a Georgia corporation (the "Participant"). The City and the Participant hereby agree as follows:

1.00 SUBJECT OF AGREEMENT

1.01 Purpose of Agreement

1.01.1. The purpose of this Agreement is to promote the economic welfare of the City and enhance the wherewithal of the City to provide municipal services and to provide jobs within the City. The foregoing will be accomplished by the retention of Participant, which is an existing business within the City and which conducts all of its sales within California from a situs within the City, to maintain its business within the City and to continue to conduct from Participant's location in the City all of its sales within the State of California) of "Energy Products" (as defined in Section 1.03 below). This Agreement is in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements under which the Project has been undertaken.

1.02 The Site

The "Site" is that certain property commonly known as Corporate Business Center, with an address of 10459-C Business Center Drive, Redlands, California 92374 (which address, as assigned by the United States Postal Service, refers to a location within the corporate limits of the City of Loma Linda). The Site may be changed to another site within the City at any time and as often as required by Participant, in its sole discretion; the Participant shall promptly notify the City as to any change of situs. The reference to Site shall include any such other situs within the City where Participant operates its business.

1.03 Definitions

The capitalized terms and words used in this Agreement shall have the following meanings:

"BOE" means the State of California Board of Equalization.

"*Business License Tax Ordinance*" means Title 5 of the Loma Linda Municipal Code.

"*Business License Taxes*" means those amounts which the City determines to be payable from time to time in connection with the operation of a business under the Business License Tax Ordinance.

"*Certificate Condition*" means the obligation of the Participant to provide the respective certificates described in Section 2.03(d) of this Agreement.

"*Change in Law Conditions*" has the meaning set forth therefor in Section 5.02.

"*City*" means the City of Loma Linda, a chartered municipal corporation.

"City Code" means the Loma Linda Municipal Code as in effect as of the Date of Agreement and as such Municipal Code may be amended from time to time.

"*City Manager*" is the City Manager of the City or his designee.

"*City Sales Tax Revenues*" means a proportionate share of: (i) those taxes paid in connection with the conduct by the Participant of Conforming Business Activities on the Site which are allocated to and received by the City for its use based upon and limited to one percent (1%) of sales price pursuant to the Bradley Burns Uniform Sales Tax Law, California Revenue and Taxation Code Section 7200, *et seq.*, including all amendments and successor statutes thereto, and (ii) revenues received by the City pursuant to Section 97.68 of the Revenue and Taxation Code (as enacted by Chapter 162, Statutes of 2003) from the Sales and Use Tax Compensation Fund, as therein defined, in connection with the conduct by the Participant of Conforming Business Activities on the Site.

"City Subsidy" means those moneys which become payable by the City to the Participant as Measuring Period Payment Amount(s) under the terms and conditions of Section 2.02 of this Agreement.

"*Conditions Precedent*" is defined in Section 2.03 of this Agreement.

"*Conforming Business Activities*" means the sale of by Participant of Energy Products.

"*Date of Agreement*" means April 8, 2014.

"*Default*" is defined in Section 6.01 of this Agreement.

"*Energy Products*" means petroleum products and/or natural gas, biofuels and electricity and similar products and related services.

"*Excluded Items*" means (i) jet fuels, so long as California Revenue and Taxation Code Sections 7204.3 and 7205 or substantially similar provisions remain in effect, and (ii) other products, if any, as to which provisions of law attribute sales tax on a basis other than point of sale or as to which provisions of law prohibit the payment of any subsidy, rebate or other remuneration based upon generation of sales or use taxes.

"*Fee Condition*" is defined in Section 2.01.2 of this Agreement.

"Measuring Period" means a calendar year quarter (e.g., January 1 through March 30, April 1 through June 30), or such other period as may be established from time to time by the mutual written agreement of the parties.

"*Measuring Period Payment Amount*" means, as to a Measuring Period, the sum of an amount equal to seventy-five percent (75%) of the Net City Sales Tax Revenues received by the City during such Measuring Period in connection with the operation of Conforming Business Activities on the Site.

"*Net City Sales Tax Revenues*" means City Sales Tax Revenues less those City Sales Tax Revenues that are attributable to Excluded Items.

"*Operating Covenant Period*" means a two hundred fifty-two (252) month period commencing with the Date of Agreement; provided that the Operating Covenant Period may be extended from time to time upon the express approval of the Participant and the City Council for the City.

"*Operation Condition*" is defined in Section 2.01.2 of this Agreement.

"*Participant*" is defined in the introductory paragraph of this Agreement; however, at Participant's election and upon advance written notice to the City, other entities sharing common control with Participant shall be included as a Participant in this Agreement, subject to all of the terms and conditions herein and provided that any payments made at a particular time under this Agreement by City shall be made payable to one entity.

"*Participant Certificate*" means Attachment No. 1 to this Agreement.

"*Participant Improvements*" means such improvements, if any, which the Participant elects to construct or cause to be constructed within the City.

"*Public Entity Fees*" means all fees (but not taxes) payable to the City and any other governmental agency having regulatory authority in connection with the Participant Improvements.

"Sales Tax Reporting Condition" is defined in Section 2.01.2(d) of this Agreement.

"Sales Tax Reports" is defined in Section 2.02 of this Agreement.

"*Sales Taxes*" means tax revenues attributable to up to one percent (1%) of sales price pursuant to the Bradley Burns Uniform Sales Tax Law, California Revenue and Taxation Code Section 7200, et seq., including all amendments and successor statutes thereto.

"*Site*" is defined in Sections 1.02 of this Agreement.

"Year" means four calendar quarters comprising of calendar Year.

1.04 Parties to this Agreement

1.04.1. The City

The City is a chartered municipal corporation, exercising governmental functions and powers of a charter city under the Constitution of the State of California and the Loma Linda City Charter. The principal office of the City is located at 25541 Barton Road, Loma Linda, California 92354. Whenever a reference is made to the City, the City Manager of the City is authorized to act on behalf of the City unless otherwise specifically provided or the context should otherwise require. The City shall advise the Participant in writing if there is any change pertaining to any matters set forth or referenced in the foregoing portion of this Section 1.04.1.

1.04.2. The Participant

The Participant means Mansfield Oil Company of Gainesville, Inc. a Georgia corporation. The principal office of the Participant for the purposes of this Agreement is the Site.

The Participant shall advise the City in writing if there is any change pertaining to any matters set forth or referenced in the foregoing portion of this Section 1.04.2.

1.04.3. Assignment by Participant

The Participant may undertake any of the following without the consent of the City, and no such action shall limit or otherwise affect any of the rights or benefits of the Participant (or the duties and obligations of the City) hereunder: (i) issue or transfer stock or other voting or ownership interests in the Participant (and/or assign this Agreement in connection with any such issuance or transfer), (ii) merge or consolidate with any other entity, and/or sell or transfer all or substantially all of the assets of the Participant (and/or assign this Agreement in connection with any such merger, consolidation or sale), (iii) sell or transfer all or substantially all of the Energy Products business conducted by Participant in the State of California or (iii) assign its interest in this agreement, wholly or in part, to any entity that controls, is controlled by or is under common control with the Participant. This Agreement contemplates, and the parties agree, that at some point in time the Participant may have another entity, which either controls, is controlled by, or is under common control with the Participant, and which entity sells Energy Products. Provided that such entity operates its business in the City and agrees to be bound to the City as the Participant under this Agreement, then such entity shall be entitled to participate in this Agreement in such manner as the Participant. The word "control", for purposes of the foregoing, means the power, directly or indirectly, by voting rights, contract or otherwise, to direct or cause the direction of the management or policies of a person or entity.

While this Agreement shall not be construed to limit the ability of the Participant to transfer or dispose of its business activities, or any portion thereof, in the event the Participant undertakes any of the assignment or transfer provisions set forth above in this Section, Participant, as transferor, and the transferee shall execute an acknowledgement under which the transferee agrees to perform as Participant under this Agreement and, provided the original Participant has no accrued liabilities to the City under the terms of this Agreement, the original Participant shall thereafter be released from further obligations under this Agreement.

The Participant shall promptly notify the City in writing referencing this Section 1.04.3 of any and all changes referenced in this Section 1.04.3. All transferees shall be bound by this Section 1.04.3 as well as the other provisions of this Agreement.

All of the terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Participant and the permitted successors and assigns of the Participant.

2.00 CONSIDERATION FOR AGREEMENT; CITY SUBSIDY

2.01 Participant Consideration

2.01.1. As consideration for the City to enter into this Agreement, on or before the one hundredth (100th) day after the Date of Agreement, Participant shall satisfy the Sales Tax Condition, the Fee Condition and the Operation Condition. Participant shall operate, maintain and use the Site in conformity with this Agreement throughout the Operating Covenant Period. The Participant assumes all responsibility for any costs to provide Participant Improvements, if any, as specified in Section 3.01.1 of this Agreement.

2.01.2. The performance by the Participant shall include:

(a) treating the Site as point of sale for all taxable sales of Energy Products made by the Participant in the State of California (the "Sales Tax Condition");

(b) the payment in full of all Public Entity Fees payable in respect to Participant Improvements, if any (the "Fee Condition"); and

(c) operation of Conforming Business Activities on the Site on an ongoing basis throughout the Operating Covenant Period, unless this Agreement is sooner terminated, as Participant's sole sales office location within California with respect to Conforming Business Activities (the "Operation Condition"). In the event the physical facilities at the Site are damaged to the extent that it is not feasible for the Participant to operate, the Participant shall recommence operations as soon Participant determines it is practical to do so. Upon satisfaction of the foregoing Conditions, Participant shall, as set forth in Section 2.03, provide its certification in connection with the satisfaction of the foregoing Conditions in the form of the Participant Certificate. This Participant Certificate shall be updated, signed and submitted prior to each City Subsidy payment request (the "Certificate Condition").

(d) (i) Participant shall provide the City with information concerning the amount of Sales Tax Revenues generated by Participant within the City which are payable to the State of California and which are reported to the BOE, including a separate delineation as to Sales Taxes arising from Excluded Items. Participant shall prepare and furnish to the City quarterly statements showing the amount of Sales Taxes collected and paid during each quarter by Participant in connection with Conforming Business Activities at the Site (including a delineation of those Sales Taxes arising from Excluded Items). Participant shall include in such reports to the City the amounts of Business License Taxes, if any, paid by Participant to City during the corresponding quarter.

(ii) Participant shall maintain and have available and cause to be maintained and available for inspection by the City or its designees, copies of any and all Sales Tax Reports, defined below, submitted by Participant to the BOE. Sales Tax Reports shall mean the statements and quarterly reports (Form BOE-401-A), including a separate delineation regarding Sales Taxes attributable to Excluded Items, and any other or supplemental reports, statements or submissions, actually filed or required to be filed by Participant with the BOE relating to or in connection with the collection, remittance and/or calculation of Sales Tax Revenues from the Property. The Sales Tax Reports shall be delivered by Participant to the City on a quarterly basis as an attachment to the Participant Certificate, unless the timing of filing such report is amended by the BOE, in which case the date of submitting the Sales Tax Reports shall be amended accordingly.

(iii) if applicable, any and all amendments to said Sales Tax Reports shall be delivered to the City simultaneously with Participant filing said amendments with the BOE.

(iv) Subsections (d) (i)-(iii) above shall be referred to as the "Sales Tax Reporting Condition"

2.02 City Subsidy

In consideration of the undertakings of the Participant pursuant to this Agreement, the City shall, within forty-five (45) days after the all Conditions Precedent have been satisfied for the corresponding Measuring Period, disburse to Participant the applicable Measuring Period Payment Amount. In addition, the City shall remit to Participant an amount equal to any amounts paid by the Participant, after the Measuring Period during which payment was received by the City from the Participant, to City as Business License Taxes under the Business License Tax Ordinance in connection with its operations on the Site, the City assuming the responsibility, as part of its subsidy to the Participant hereunder, for payment of the Business License Taxes due and payable by Participant for its operations conducted at the Site. Participant Certificates shall be submitted to the City to the attention of its City Manager at the address set forth in Subpart 1.04.1.

The City shall not provide any assistance pursuant to this Agreement other than those payments provided for in this Section 2.02.

The obligation of the City to make payments pursuant to this Agreement does not constitute a pledge of any City revenues; the obligation of the City to make payments pursuant to this Agreement is an unsecured obligation of the City.

2.02.1. Time for Payments. All Subsidy Payments to be made within forty-five (45) days after satisfaction of the Conditions Precedent as to the corresponding Measuring Period.

2.02.2. Discrepancies Regarding City Subsidy Payments. If a discrepancy arises regarding the determination of the Economic Incentive Payment, then a representative from the City and Participant shall promptly meet to resolve such discrepancy. If such discrepancy cannot be resolved within fifteen (15) business days after the first meeting to resolve such discrepancy, then the Parties shall refer such dispute to an independent, outside accountant (with each Party selecting an accountant and then those two accountants shall select a separate accountant) for review and resolution within forty-five (45) days following the expiration of the first fifteen (15) business day period.

2.03 Conditions Precedent

The City shall not be obligated to make the initial disbursement of the City Subsidy or any subsequent disbursement thereof unless all of the following Conditions Precedent have been satisfied for the applicable Measuring Period:

(i) the Participant delivers to the City Manager or his designee a certificate substantially in the form of the Participant Certificate, duly executed, which affirms Participant's compliance with and satisfaction of the Sales Tax Condition, the Fee Condition, the Certificate Condition, the

Operation Condition, and the Tax Reporting Condition, as well Participant's ownership or lease of the Site;

(ii) the City receives the Sales Tax Revenues from the BOE. However, notwithstanding the foregoing language or any other language in this Agreement to the contrary, in the event that the BOE withholds Sales Tax Revenues from the City as a result of any separate obligations that the BOE deems are owed by the City to the State of California or the BOE, then the City shall still be obligated to Participant for a sum equal to the Economic Incentive that otherwise would have been payable to Participant absent such withholding and such payment shall be made with ninety (90) days after it would have been due if the BOE had not withheld payment; and

(iii) the City's having the legal right under state law to retain and control the disposition of all or substantially all of its portion of the Sales Tax Revenues.

Subsections (i)-(iii) above shall collectively constitute the "Conditions Precedent". If (i) or (iii) of the above Conditions Precedent shall not be satisfied or shall fail at any time thereafter to remain satisfied, and Participant shall fail to cause such conditions to be satisfied within one hundred eighty (180) days (subject to extensions as set forth in this Agreement) after written notice thereof from the City to Participant (whether or not such Condition is under the control of the Participant), then the City may, as its sole right and remedy, terminate this Agreement upon written notice to Participant, in which event the City shall be relieved of its obligations under this Agreement to make payments under this Agreement for any period of time following such termination (and such other period(s), if any, with respect to which the Conditions Precedent were not satisfied).

3.00 REQUIREMENTS APPLICABLE TO ANY IMPROVEMENTS

3.01 Development of Improvements by the Participant

The Participant, which established facilities and has been operating within the City prior to the Date of Agreement, is not required by this Agreement to make any improvements to property. If Participant elects to make improvements within the corporate limits of the City, then costs for planning, designing, and constructing such improvements shall be borne exclusively by the Participant and the Participant shall construct or cause to be constructed such improvements in compliance with all the zoning, planning and design review requirements of the City, including without limitation the City Code, and all nondiscrimination, labor standard, and wage rate requirements to the extent such labor and wage requirements are applicable. The Participant shall also bear all costs related to discharging the duties of the Participant set forth in this Agreement.

4.00 USE OF THE SITE

4.01 Uses

Participant is an experienced operator of a business consisting of the sale Energy Products. The Participant shall operate on the Site Conforming Business Activities, which shall conform in all respects to all applicable regulations of federal, state and local agencies regulating the establishment or operations of such facilities.

The Participant shall carry out all of its undertakings pursuant to this Agreement in conformity with, all applicable laws. This Agreement shall be subject to all applicable laws.

The Participant agrees 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 sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site.

The Participant shall refrain from restricting the rental, sale or lease of the property on the basis of race, color, creed, religion, sex, marital status, handicap, national origin or ancestry of any person.

5.00 DEFAULTS AND REMEDIES

5.01 Default

The following shall constitute a "Default" under this Agreement:

5.01.1. Default by Participant

(a) The Participant discontinues its operations at the Site within the corporate limits of the City or relocates its business to another jurisdiction in California, except in connection with the sale of its business;

(b) The Participant's failure to provide the City with Participant Certificates, within sixty (60) days written notice from the City; or

(c) Excepting in connection with damage to physical facilities as described in Section 2.01(c), Participant fails to operate Conforming Business Activities on the Site for a period or periods totaling forty-five (45) days in any calendar year, as aggregated (but excluding for such purpose Saturdays, Sundays and legal holidays) during the Operating Covenant Period and, in the event damage to physical facilities occurs to the extent it is not feasible for the Participate to operate and Participant has notified the City Manager in writing within thirty (30) days of the onset of the occurrence of such condition, the Participant fails to operate Conforming Business Activities on the Site or at another situs within the corporate limits of the City for a period or periods totaling one hundred twenty (120) days in any calendar year, as aggregated (but excluding for such purposes Saturdays, Sundays and legal holidays).

5.01.2. Representations and Warranties; Other Obligations

The breach of any of Participant's representations or warranties in this Agreement, unless such breach is cured within a reasonable period of not to exceed sixty (60) days after notice by City; or

5.01.3. Default by City

The failure by the City to make payment of one or more Measuring Period Payment Amounts, if any, as it becomes obligated to make under this Agreement.

5.02 Remedies and Termination

In the event that the Participant is in Default of this Agreement as specified in Section 5.01, the City may suspend payment of amounts otherwise payable pursuant to Section 2.02 of this

Agreement until such default has been cured; provided that the City shall further be entitled to terminate this Agreement without making payment of amounts otherwise payable pursuant to Section 2.02 in the event such default has not been cured by the time required pursuant to this Agreement for the cure of such default (and, if no time is specified, within sixty (60) days from the date notice of default is given by the City). If Participant defaults in accordance with Section 5.01.1(a), then in addition to terminating the Agreement, City shall be entitled to recover an amount equal to that sum paid by the City to Participant for the two most recent Measuring Periods prior to termination; for any other default, City's only remedy is to terminate the Agreement and cease its obligation to make Measuring Period Payment Amounts for future Measuring Periods.

The Participant shall be entitled to terminate this Agreement in the event of a Default by the City which has not been cured within sixty (60) days following receipt of written notice from the Participant which describes with particularity the default including without limitation the time at which such default is contended to have commenced. In such event, City shall be obligated to pay Participant for any unpaid Measuring Period Payment Amounts plus a sum equal to the two most recent Measuring Period Payment Amounts.

Notwithstanding anything to the contrary in this Agreement, neither party may terminate this Agreement without prior written notice to the other party specifically (i) stating the nature of the default and giving the other party a reasonable time of not to exceed sixty (60) days to cure said default or (ii) stating that an adjudication of a court of competent jurisdiction has occurred in California or a law has been enacted which precludes the making of payments by the City as contemplated by this Agreement. If such events occur (as referenced in items (i) or (ii) of this paragraph), a non-defaulting party may terminate this Agreement upon providing written notice of such event a reasonable time prior to termination. Alternatively, a non-defaulting party shall have the right to seek specific performance

Notwithstanding the foregoing portion of this Section 5.02, no payment shall be required to be made by the Participant to the City if (i) the Participant ceases operations at the Site following a change in California law to (aa) preclude the selecting of the City to return and control the disposition of all or substantially all of the City's portion of Sales Tax Revenues (as City's portion exists as of the Date of Agreement) or to (bb) change the manner in which California allocates Sales Tax Revenues (in such a manner that materially reduces the Sales Tax Revenues available to the City); the foregoing items (aa) and (bb) constitute the "Change in Law Conditions." In the event one or more of the Change in Law Conditions shall occur, either party may terminate this Agreement upon thirty (30) days' notice to the other party or, if necessary to comply with such changed law, or a lesser period of time.

This Agreement shall also be subject to termination upon the failure to satisfy Conditions Precedent as set forth in Section 2.03.

This Agreement shall also be subject to termination at the mutual agreement of the parties hereto.

5.03 Legal Actions

5.03.1. Institution of Legal Actions

In addition to any other rights or remedies available to the parties, either party may institute legal action to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California or in the United States District Court in the Central District of California.

If an action is brought which seeks to invalidate this Agreement, to modify this Agreement or to alter payments which would be made hereunder, neither party shall be responsible to defend against any such claims.

5.03.2. Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

5.03.3. Acceptance of Service of Process

In the event that any legal action is commenced by the Participant against the City, service of process on the City shall be made by personal service upon the City Manager or in such other manner as may be provided by law.

In the event that any legal action is commenced by the City against the Participant, service of process on the Participant shall be made by personal service on the Participant or any of its officers, or in such other manner as may be provided by law. Service shall be valid whether made within or without the State of California.

5.04 Rights and Remedies Are Cumulative

Except as otherwise expressly stated 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.

5.05 Inaction Not a Waiver of Default

Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

6.00 GENERAL PROVISIONS

6.01 Notices, Demands and Communications Between the Parties

Written notices, demands and communications between the City and the Participant shall be sufficiently given if delivered by hand or dispatched by registered or certified mail, postage prepaid, return receipt requested, or by generally recognized overnight courier service, to the principal offices of the City and the Participant at the addresses specified in Sections 1.04.1 and 1.04.2, respectively. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section 5.01.

Any written notice, demand or communication shall be deemed received immediately if delivered by hand or via overnight courier and shall be deemed received on the tenth (10th) day from the date it is postmarked if delivered by registered or certified mail.

6.02 Conflicts of Interest

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

6.03 Enforced Delay; Extension of Times of Performance

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts or omissions of the other party. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Participant.

6.04 City Manager to Act for City

Whenever this Agreement provides for an action to be taken by the City, then, except to the extent that provisions of applicable law or the context may otherwise require, such action may be taken by the City Manager of the City on behalf of the City.

6.05 Non-liability of Officials and Employees of the City

No member, official or employee of the City or the City shall be personally liable to the Participant, or any successor in interest, in the event of any Default or breach by the City (or the City) or for any amount which may become due to the Participant or its successors, or on any obligations under the terms of this Agreement.

6.06 No Third Party Beneficiaries

There shall be no third party beneficiaries of this Agreement.

6.07 Provision of Information; Inspection of Books and Records; Limitations Upon Voluntary Release of Certain Information

The City shall have the right at all reasonable times during the Operating Covenant Period to inspect the books and records of the Participant pertaining to the collection and payment of Sales Taxes in connection with the purchase and sale of products as reasonably necessary to determine compliance with Sections 2.02, 2.03 and 2.05 of this Agreement; the Participant agrees to make such records available to the City as deemed necessary by the City, at least annually and additional upon request therefor by the City, to verify compliance with the terms of this Agreement.

6.08 Confidentiality.

The parties acknowledge that the information contained in any tax return is confidential, proprietary to the Participant, and agree that, to the fullest extent permitted by law, no documents, including tax returns, or other information provided by the Participant to City, its agents and representatives pursuant to or with regard to the provisions of this Agreement, shall be released to or otherwise made available to any third person, corporation, organization or association unless disclosure is permitted pursuant to a written order of a court of competent jurisdiction or the prior written consent of the Participant. City shall offer the Participant the opportunity to defend any claim made by any third party against City for release of such confidential documents or information. In the event that a nonparty to this Agreement seeks disclosure of any information concerning the terms of this Agreement from City, City shall promptly, but in any event, no later than seven (7) business days after City receives such request, notify the Participant in writing of such request, identifying the party making the request and the information sought by such party. In the event that the Participant contests such disclosure request, the Participant shall pay and hold City harmless from all costs and expenses including reasonable attorneys' fees of City, the parties hereto may incur in contesting such disclosure request. All tax returns, documents and other information provided to City by the Participant shall be returned to the Participant immediately upon termination of this Agreement.

6.09 Advice of Counsel. The parties, and each of them, acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing, and the parties executed this Agreement after review by such independent counsel, or, if they were not so represented, then said non-representation is and was the voluntary, intelligent and informed decision and election of the party not so represented, and prior to executing this Agreement, each party has had an adequate opportunity to conduct an independent investigation of all of the facts and circumstances with respect to the matters which are the subject of this Agreement.

7.00 ENTIRE AGREEMENT; WAIVERS; AMENDMENTS

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes pages 1 through 14 and Attachment No. 1, which are attached hereto and incorporated herein by reference, which constitute the entire understanding and agreement of the parties.

Time is of the essence as to each and every provision of this Agreement.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes any and all negotiations, understandings, discussions, memoranda, writings or

agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter of this Agreement. All waivers or modifications of the provisions of this Agreement or of any project document or Attachment hereto must be in writing by the appropriate authorities of the City and the Participant, and all amendments hereto must be in writing by the appropriate authorities of the City and the Participant.

8.00 TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

This Agreement, when executed by the Participant and delivered to the City, must be authorized, executed and delivered by the City on or before ten (10) days after signing and delivery of this Agreement by Participant or this Agreement shall be void, except to the extent that the Participant shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement. The date of this Agreement shall be the date when it shall have been signed by the City.

IN WITNESS WHEREOF, the City and the Participant have signed this Agreement on the respective dates set forth below.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF LOMA LINDA,
a chartered municipal corporation

By: _____
T. Jarb Thaipejr
Its: City Manager

Dated: _____, 2014

MANSFIELD OIL COMPANY OF
GAINESVILLE, INC. a Georgia corporation

Dated: _____, 2014

_____
By: Michael F. Mansfield, Sr.
Its: Chief Executive Officer

Dated: _____, 2014

_____
By: Wm. Bradford Puryear
Its: Secretary

ATTACHMENT NO. 1

PARTICIPANT CERTIFICATE

(Participant Letterhead)
City of Loma Linda
25541 Barton Road
Loma Linda, California 92354

Attn: City Manager

With respect to that certain Economic Incentive Agreement, dated as of _____, 2014 (the "EIA") by and between Mansfield Oil of Gainesville, Inc., a Georgia corporation (the "Participant") and the City of Loma Linda ("City"), the Participant hereby certifies to City that, as of the date of this Participant Certificate (with capitalized terms herein having the same meanings as set forth in the EIA) and for the quarter from _____ (i.e., July 1, 2014 –September 30, 2014):

1. The Participant owns or leases property in the City and has satisfied all of the following: the Certificate Condition, the Sales Tax Condition, the Fee Condition and the Operation Condition.

MANSFIELD OIL COMPANY OF
GAINESVILLE, INC. a Georgia corporation

Dated: _____

_____
Joe Campbell
Its: Vice President of Operations

City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
Ronald Dailey, Councilman
Phillip Dupper, Councilman
John Lenart, Councilman

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: April 8, 2014

TO: City Council

FROM: Konrad Bolowich, Assistant City Manager

SUBJECT: **Appeal of Findings of Nuisance and Notice to Abate At: APN 0281-091-22 (24800 REDLANDS BLVD), APN 0281-091-32 (24816 REDLANDS BLVD), APN 0281-091-40 (REDLANDS BLVD.)**

ITEM

Staff is forwarding a request by the property owner to appeal a finding of nuisance and notice to abate at the above reverenced property.

BACKGROUND

The above referenced properties are contiguous parcels located within the EVC General Commercial Zone. There is one existing non-conforming residence, one building in use as a commercial book store, and two buildings not in current use or occupancy.

Between September 22, 1992 and September 28, 1993 a hearing was held and continued multiple times to declare the subject property a nuisance. The continuances allowed the property owner and the City to develop a cooperation agreement resulting in a two phased plan to remediate the issues. Phase I of the agreement was completed. However, it appears that phase II was not completed as the property owner never obtained a Redevelopment Agency grant for repairs, and did not complete replacement of the fencing on the south side of the property. On-site inspections were not allowed by the property owner as required by the agreement. The prior agreement does not give the property owner any right to maintain the violations that currently exist.

In 2012, annual city wide spring weed abatement inspections identified the property as having numerous fire code and vegetation related violations. A follow up inspection on or about August 22, 2012 identified the property as having multiple Fire Code, Health and Safety Code, Zoning, and nuisance violations.

Between August 22, 2012 and April 03, 2013, City Staff attempted to develop an action plan with the property owner to remediate the issues; however the property owner has not been able to agree on an action plan to remediate the violations found upon the premises.

On April 1, 2013, the Fire Department sent a Notice to Clean Property, and on April 3, 2013, A Notice of Violation was sent to the property owner delineating the known violations and requesting compliance with the Municipal Code.

The property owner contacted the City on April 14, 2013, and informed Staff that he would be contracting a vendor to begin remediation of the tree and vegetation related issues on April 22, 2013. In light of remediation attempts by the property owner, all enforcement efforts were suspended pending a re-inspection of the property to determine which issues remained and to develop an action plan to complete remediation. The re-inspection was scheduled for May 29. 2013.

City Staff attempted to re-inspect the property on the morning of May 29, 2013 and was denied entry to the premises or access to any of the buildings. It was however observed that unpermitted electrical work had been completed in the book store and unpermitted roof repairs were made to one of the vacant buildings. In light of the inability or refusal of the property owner to show that remediation had properly occurred, Staff resumed enforcement efforts and violations were sent to the owners of record.

On July 2, 2013 Staff scheduled a re-inspection of the property with the owner. Representatives from Building, Fire, Code, and Community Development were present. Staff was led around the perimeter of the property, but not allowed to enter the property or buildings to confirm what, if any, remediation had occurred. Staff attempted to develop a remediation plan with the owner relative to the violations that were still visible, and were unable to come to an agreement as to actions to be taken.

On July 17, 2013 a public hearing was held in front of the Planning Commission to determine if a public nuisance exists at APN# 0281-091-22 (24800 Redlands Blvd), APN# 0281-091-32 (24816 Redlands Blvd), and APN# 0281-091-40 (24818 Redlands Blvd) and to find that there is sufficient cause to abate the nuisance. The Planning Commission heard a presentation from City Staff as well as from the property owner, and found that a public nuisance did exist at the above location. A finding of nuisance and notice to abate was issued by the Planning Commission with specific findings, remediations, and dates to accomplish such remediations as follows;

- That the abatement of all violations be commenced by **July 22, 2013.**
- That all dead, and overgrown vegetation, trash and debris, and inoperative vehicles be removed or remediated and that all necessary permits be obtained and inspections relating to this activity be completed by **August 26, 2013.**
- That all necessary building permits be obtained, and inspections be completed for unpermitted roofing and electrical work, and that all unsafe, exposed wiring and open junction boxes be remediated, or shown to be disconnected from power sources and are marked accordingly, and that all necessary permits be obtained and inspections relating to this activity be completed by **September 30, 2013**.
- That all outdoor storage of building materials, broken and damaged tools, and industrial and commercial goods be removed from the property and that all necessary permits be obtained and inspections relating to this activity be completed by **November 4, 2013**.
- That dilapidated and damaged structures are repaired or removed, and that all remaining violations be remediated, and that all necessary permits be obtained and inspections relating to this activity be completed by **February 3, 2014**.

On August 20, 2013 the property owner requested an appeal of the finding of public nuisance as allowed in LLMC 9.12.080 and to be conducted as per LLMC 02.08.030. The property owner requested that the appeal be delayed until the November City Council meeting as he would be out of the state and unable to attend any meeting prior to the November meeting.

Between August 20, 2013 and November 6, 2013 the Property owner has made efforts to remediate some of the violations. Permits were obtained and inspections occurred to resolve the

unpermitted electrical work on the Book Store, the vehicle damage to the west building, the suspected inoperative vehicles, and the termite damage.

On October 28, 2013 the property owner provided information that allowed the City to locate the cooperation agreement. All items covered by the cooperation agreement were considered remediated.

During the week of December 2, 2013, Staff was permitted access to the property and is in the process of determining and action plan to remediate the outstanding issues.

In the week of January 6, 2013, staff and the property owner are completing a schedule for remediation.

The property owner was to complete remediation of vegetation related issues on January 19, 2014. There was some work performed on that date, however, the work was incomplete and did not remediate any of the outstanding issues to completion. The lack of compliance was addressed with the counsel for the owner. On February 3, counsel for the property owner filed an appeal of the nuisance findings based upon California Fire Code section 108.2, claiming:

- That the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted
- That the provisions of the code do not fully apply, or
- That an equivalent method of protection or safety is proposed.

The outcome of the appeals board is still pending at the time of this report, and an oral report will be provided at the time of the meeting.

ENVIRONMENTAL

There is no environmental impact

FINANCIAL IMPACT

There are unknown financial impacts to the City. Forced remediation and abatement will incur an unknown direct cost to the City and such cost will be liened against the property. Such a lien could remain on the property until it is sold at some future date. There are currently fines related to code enforcement citations which are pending.

CONCLUSION

The Fire Code appeal hearing took place on Thursday, April 3. An oral report will be presented at the City Council meeting of April 8, 2014.

City of Loma Linda
Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
Ronald Dailey, Councilman
Phillip Dupper, Councilman
John Lenart, Councilman

COUNCIL AGENDA:	April 8, 2014
TO:	City Council
VIA:	T. Jarb Thaipejr, City Manager
FROM:	Pamela Byrnes-O'Camb, City Clerk
SUBJECT:	Minutes of March 11 and 20, 2014

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council approve the Minutes of March 11 and 20, 2014.

City of Loma Linda

City Council Minutes

Regular Meeting of March 11, 2014

A regular meeting of the City Council was called to order by Mayor Rigsby at 5:52 p.m., Tuesday, March 11, 2014, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present:	Mayor Rhodes Rigsby Mayor pro tempore Ovidiu Popescu Ron Dailey Phill Dupper John Lenart (Arrived 6:13 p.m.)
Councilman Absent:	None
Others Present:	City Manager T. Jarb Thaipejr City Attorney Richard E. Holdaway

CC-2014-037 - **Closed Session –Conference with Real Property Negotiator (Government Code Section 54956.8)**

Property:	Portions of APN 0281-162-29, 31, 37, 38, and 40 equating to 46,000 square feet on the west side of Richardson Street, north of Redlands Boulevard
Negotiating Parties:	Representative of Sagemont-Loma Linda LLC; T. Jarb Thaipejr and Konrad Bolowich on behalf of the City
Under Negotiation:	Price, terms of payment

The City Council immediately recessed to consider the closed session item as listed and reconvened at 7:00 p.m. with all members present. City Attorney Holdaway announced that the City Council met with its Negotiators and gave direction; there was no final action to report. Item CC-2014-044 was related to the closed session item.

Mayor pro tempore Popescu led the invocation and Pledge of Allegiance; no items were added or deleted. See items CC-2014-045 relating to conflicts of interest.

Oral Reports/Public Participation

Barney Barnett, 474 Prospect Avenue, Highgrove, requested a letter of support from the City Council relating to locating a Metrolink station at Highgrove instead of Marlborough Avenue.

Samuel Barnes, 26217 Mission Road inquired about Internet access for the homes on the north side of Mission Road, east of Heritage Park. Assistant City Manager Bolowich responded that service would become available with development of the area.

Scheduled And Related Items

CC-2014-039 - **Presentation of proclamation to Clark Morrow of the San Bernardino County Sheriff's Department declaring April 2014 Child Abuse Prevention Month**

Mayor Rigsby presented the proclamation to Mr. Morrow, who thanked the City Council and spoke briefly about the work of Children's Network.

CC-2014-040 - **Public Hearing - Council Bill #R-2014-09** - Determine costs related to the Fall 2013 Weed Abatement Program

The public hearing was opened and Fire Marshal Gray presented the report into evidence, stating that approximately 445 parcels were inspected initially; 177 Notices to clean Property were mailed to the property owner of record provided by the County Assessor's Office; follow-up inspections took place after October 1, 2013, resulting in abatement of the combustible vegetation/fire hazards on 26 parcels by the City's vendor; 21 property owners have chosen to have the costs of abatement placed on the tax roll.

Mr. Gray then responded to questions. Councilman Dailey suggested that a fine or penalty be applied to encourage property owners to abate their property. Chief Bender indicated that research as to what other communities do would be conducted and a report submitted.

Motion by Dupper, seconded by Popescu and unanimously carried to adopt Council Bill #R-2014-09.

Resolution No. 2803

A Resolution of the City Council of the City of Loma Linda adopting a Report and Statement of Expenses for the Fall 2013 Weed Abatement Program and imposing a lien upon property for payment therefor

CC-2014-041 - **Consent Calendar**

Motion by Dailey, seconded by Popescu and unanimously carried to approve the following items:

The Demands Register dated February 28, 2014 with commercial demands totaling $490,594.05.

The Demands Register dated March 11, 2014 with commercial demands totaling $372,551.96 and payroll demands totaling $226,827.26.

The Minutes of February 25, 2014 as presented.

The January 2014 Treasurer's Report for filing.

The February 2014 Fire Department Report for filing.

Request from Southern California Conference of Seventh Day Adventists for City water and sewer service for property located within the City's Sphere of Influence, but outside of the incorporated City boundaries (Korean Church) and recordation of an Irrevocable Pre-Annexation Agreement.

Acceptance of $5,000 from Republic Services and appropriate the funds to be expended toward the Community Garden Program.

Old Business

CC-2014-042 - **Council Bill #O-2014-05** (Second Reading/Roll Call Vote) -Specific Plan Amendment No. 13-037 to amend the East Valley Corridor Specific Plan from Single-Family Residential to General Commercial for approximately 1.07 acres located at the southwest corner of Mountain View Avenue, Interstate 10, and Rosewood Avenue

Assistant City Manager Bolowich presented the report, stating that adoption of the proposed ordinance would bring the property use into conformance with the General Plan.

Motion by Dailey, seconded by Dupper and unanimously carried to waive reading of Council Bill #O-2014-05 in its entirety; direct the Clerk to read by title only and call the roll.

The Clerk read the title and called the roll with the following results:

Ayes:	Rigsby, Popescu, Dailey, Dupper, Lenart
Noes:	None
Absent:	None
Abstain:	None

Ordinance No. 720

An Ordinance of the City Council of the City of Loma Linda amending the East Valley Corridor Specific Plan from East Valley Corridor – Single Family Residential to East Valley Corridor General Commercial for parcels on the north side of Rosewood Drive, west of Mountain View Avenue (Specific Plan Amendment No. 13-037)

CC-2014-043 - **Council Bill #O-2014-06** (Second Reading/Roll Call Vote)-Zone Change No. 14-011 to amend the Zoning Map from EVC Single Family Residential to General Commercial for approximately 1.07 acres located at the southwest corner of Mountain View Avenue, Interstate 10, and Rosewood Avenue

Assistant City Manager Bolowich presented the item, stating that it was similar to the above item as it related to the same property; the proposed ordinance would bring the zoning for the subject site into conformance with the General Plan

Motion by Popescu, seconded by Dupper and unanimously carried to waive reading of Council Bill #O-2014-06 in its entirety; direct the Clerk to read by title only and call the roll.

The Clerk read the title and called the roll with the following results:

Ayes:	Rigsby, Popescu, Dailey, Dupper, Lenart
Noes:	None
Absent:	None
Abstain:	None

Resolution No. 721

An Ordinance of the City Council of the City of Loma Linda amending the Official Zoning Map of the City of Loma Linda from City Zoning East Valley corridor Specific Plan-Single Family Residential, to East Valley Corridor Specific Plan – General Commercial for parcels on Rosewood Drive west of Mountain View Avenue (Zone Change No. 14-011)

New Business

CC-2014-044 - **Council Bill #R-2014-10** – Approving an Agreement relating to property exchange between Sagemont-Loma Linda LLC and City of approximately 77,000 and 64,000 square feet, respectively, on the west side of Richardson Street, north of Redlands Boulevard

Assistant City Manager Bolowich presented the report, stating that this involved exchange of property between a developer and the City at the west side of Richardson Street and the I-10 Freeway; on file is an appraisal from Benefiel Appraisal Service that indicates the parcels to be exchanged are essentially equal in value with any difference being nominal.

Motion by Dupper, seconded by Dailey and unanimously carried to adopt Council Bill #R-2014-10.

Resolution No. 2804

A Resolution of the City Council of the City of Loma Linda, approving an Agreement for the exchange of certain property by and between the City of Loma Linda and Sagemont-Loma Linda, LLC

CC-2014-045 - **Accept $89,400 from Loma Linda University and appropriate the funds to be expended toward the Campus Street Widening Project (Rule of Necessity previously determined that Councilmen Popescu, Dailey and Dupper sit to constitute a quorum and vote; Councilmen Rigsby and Lenart abstain.)**

Councilmen Rigsby and Lenart left the Council Chamber. Mayor pro tempore Popescu chaired the item.

City Manager Thaipejr presented the item, stating that in September 2013, City Council approved a Memorandum of Understanding between the City and Loma Linda University which detailed the rights, responsibilities and obligations of each party relating to the Campus Street Widening Project. Loma Linda University approached the City regarding additional work relating to driveways and requested the work be accomplished by the City's contractor for the street widening project. LLU was to pay for the additional work.

Motion by Dailey, seconded by Dupper and unanimously carried to accept $89,400 from Loma Linda University and appropriate the funds toward the Campus Street Widening Project. Councilmen Rigsby and Lenart did not vote.

Councilmen Rigsby and Lenart returned.

Reports Of Officers

Chief Bender clarified mid-year revenue and expenditures presented February 25 as they related to fire personnel.

CC-2014-046 - **Statistical report from the San Bernardino County Sheriff's Department**

Capt. Dorsey of the Sheriff's Department presented the report for the period of 2010-2013, including crimes reported, deputy reports, arrests, calls for service for the designated periods and by the hour, traffic collision investigations, crisis calls, response times, Central Station's volunteer groups consisting of 9 reserve

deputies, 55 Citizen on Patrol members and 10 Explorer members. He explained that the duties of the reserve deputies included patrol, sex offender compliance checks, parole sweeps, probation compliance checks, DUI saturation patrols and off road patrol of the trails for a total of 4,733 station hours in 2013.

Citizens on Patrol logged in 3,551 hours which equated to approximately 9.7 hours per day, seven days per week and whose duties include patrol, DUI checkpoints, and an ALPR (automated license plate reader) car.

The Explorers assisted with patrol, office work and DUI checkpoints. He noted that the Automated License Plate Readers greatly assist in resolving burglaries and vehicle thefts.

Capt. Dorsey then responded to questions.

By Common Consent, the Statistical Report was received.

CC-2014-047 - **Oral report pertaining to June 3, 2014 General Municipal Election**

Councilmen Dailey and Dupper recused themselves because the item pertained to their seats on the City Council.

The City Clerk stated that as of close of the nomination period on March 7, Incumbents Ron Dailey and Phill Dupper were the only filers; both qualified to seek re-election, therefore the nomination period was not extended; that pursuant to Section 10229 of the Election Code the City Council (1) could appoint to the office the persons who have been nominated; (2) appoint to the office any eligible voter if no one has been nominated; or (3) hold the election if either no one or only one person has been nominated.

She went on to say that a notice of the fact that there are not more candidates than offices to be elected is to be published prior to formal action; that the publication could occur on March 15; five days thereafter, the City Council could meet to determine whether the election would proceed by allowing write-in candidates or whether the qualified candidates would be appointed, thereby cancelling the election.

She then recommended that the City Council direct that the notice be published and that an adjourned regular meeting be scheduled for Thursday, March 20.

Motion by Popescu, seconded by Lenart and carried to direct the Clerk to publish the notice that there were not more candidates than offices to be elected and to adjourn this meeting to Thursday, March 20 at 7:00 p.m. Councilmen Dailey and Dupper did not vote.

The meeting adjourned at 8:12 p.m. to 7:00 p.m., Thursday, March 20.

Approved at the meeting of

_____

City Clerk

City of Loma Linda

City Council Minutes

Adjourned Regular Meeting of March 20, 2014

An adjourned regular meeting of the City Council was called to order by Mayor Rigsby at 7:03 p.m., Tuesday, March 20, 2014, in the City Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present:	Mayor Rhodes Rigsby Mayor pro tempore Ovidiu Popescu John Lenart
Councilman Absent:	Ron Dailey Phill Dupper
Others Present:	City Manager T. Jarb Thaipejr City Attorney Richard E. Holdaway

No items were added or deleted and no public participation comments were offered upon invitation of the Mayor.

New Business

CC-2014-048 - **Council Bill #R-2014-11** – Cancelling the June 3, 2014 General Municipal Election and appointing to the office the persons who have been nominated – Elections Code §10229

The City Clerk presented the report, stating that the California Election Code provided a procedure to appoint the qualified candidates and cancelling an election if there are no more candidates than offices to be elected; that if the qualified candidates are appointed, then the City Clerk is to accept no further nominations and the candidates would be sworn in as if elected. The notice of this meeting was published pursuant to California Election Code §10229.

The City Attorney responded to questions.

Motion by Popescu, seconded by Lenart and unanimously carried to adopt Council Bill #R-2014-11. Councilmen Dailey and Dupper absent.

Resolution No. 2805

A Resolution of the City Council of the City of Loma Linda, California, providing for the appointment to the offices of this city the persons that were to be elected on Tuesday, June 3, 2014

Reports of Councilmen

Councilman Lenart commented on the lack of synchronization of the traffic signals at Anderson Street and Redlands Boulevard. City Manager Thaipejr indicated that due to the SBx line, a new signal will be installed at Anderson Street and Court Street, and it is anticipated that all of the signals will then be synchronized.

The meeting adjourned at 7:14 p.m.

Approved at the meeting of

_____

City Clerk

City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
Ronald Dailey, Councilman
Phillip Dupper, Councilman
John Lenart, Councilman

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: April 8, 2014

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Diana De Anda, Finance Director/City Treasurer

SUBJECT: February 2014 Treasurer's Reports

RECOMMENDATION

It is recommended that the City Council receive the report for filing.

CITY OF LOMA LINDA

COMPOSITION OF CASH

FEBRUARY 2014

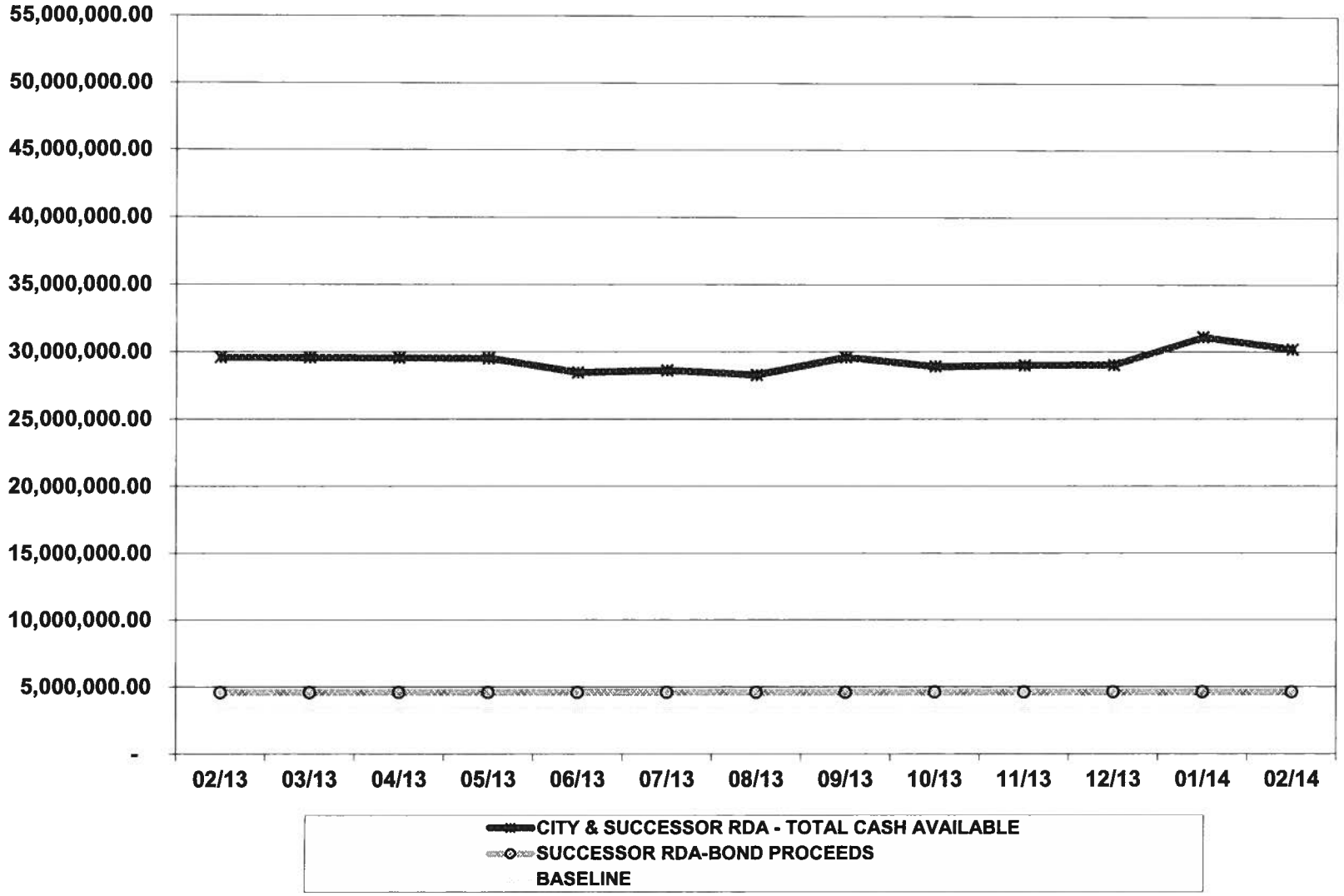
DEMAND DEPOSIT ACCOUNTS				
CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT				$ 686,796.54
Outstanding Checks as of month-end				(313,388.40)
CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE				$ 373,408.14
BANK OF AMERICA - PAYROLL				$ 9,603.04
HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT				74,968.68
Outstanding Checks as of month-end				(45,861.26)
HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE				$ 29,107.42
SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT				18,120.08
Outstanding Checks as of month-end				(8,560.00)
SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE				$ 9,560.08
DEMAND DEPOSIT ACCOUNTS - TOTAL				$ 421,678.68
INVESTMENTS	**YIELD**			
LOCAL AGENCY INVESTMENT FUND (LAIF)				
CITY	0.236%		$ 23,019,287.35	
SUCCESSOR RDA	0.236%	1,973,777.90		
SUCCESSOR RDA -Bond Proceeds		4,606,909.34		
SUCCESSOR RDA -Total			6,580,687.24	
HOUSING AUTHORIT	0.236%		170,222.38	
INVESTMENTS TOTALS				$ 29,770,196.97
OTHER CASH				
IMPREST ACCOUNT			$ 500.00	
CASH ON HAND			1,350.00	
OTHER CASH TOTAL				$ 1,850.00
CASH AND INVESTMENTS - GRAND TOTAL				30,193,725.65
PREVIOUS MONTH				31,105,445.75
CHANGE +/(-)				$ (911,720.10)

All investments are in accordance with the City Investment Policy, and as such, sufficient funds are available to meet the cash flow requirements of Loma Linda, including the next thirty days' obligations. City and Agency funds are pooled.

Diana DeLinda

Treasurer

CITY OF LOMA LINDA
MONTHLY TREASURER'S REPORT 02/13 - 02/14



City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
Ronald Dailey, Councilman
Phillip Dupper, Councilman
John Lenart, Councilman

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: April 8, 2014

TO: City Council

FROM: T. Jarb Thaipejr, City Manager/Public Works Director T.J.T.

SUBJECT: Notice of Completion of Installation of a Fire Alarm System at the Corporation Yard (CIP 13-826)

RECOMMENDATION

It is recommended that the City Council accept this project as substantially complete and authorize the City Clerk to file the Notice of Completion.

BACKGROUND

On November 12, 2013, City Council awarded the contract for Installation of a fire alarm system at the Corporation Yard to Facility Protection Systems of Anaheim in the amount of $24,792 and approved a contingency of $2,500.00

All work was completed satisfactorily. The final project cost was $24,792.

Attached is the Notice of Completion for the subject project. Upon City Council authorization, the City Clerk will submit the Notice of Completion for recordation. The one (1) year warranty provided by the contractor will commence from the date of recordation.

FINANCIAL IMPACT

Project funded by Account No. 16-2350-8500.

I:\Public Works Admin\Staff Reports\Notice of Completion\Corp Yard Fire Alarm Install.04-08-14.doc

RECORDING REQUESTED BY: AND WHEN RECORDED MAIL TO: CITY CLERK CITY OF LOMA LINDA 25541 BARTON ROAD LOMA LINDA CA 92354	

APN Unknown

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM FILING FEES, GOVERNMENT CODE SECTION 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described:
2. The FULL NAME of the OWNER is City of Loma Linda
3. The FULL ADDRESS of the OWNER is 25541 Barton Road, Loma Linda, CA 92354
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: In fee.

   (If other than fee, strike "in fee" and insert, for example "purchaser under contract of purchase" or "lessee.")
5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

   Names Addresses
6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

   Names Addresses
7. A work of improvement on the property hereinafter described was COMPLETED January 20, 2014
8. The work of improvement completed is described as follows: Installation of a fire alarm system at the Corporation Yard (CIP 13-826)
9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is Facilities Protection Systems, 1150 West Central Ave., Ste. D, Brea, CA 92821
10. The street address of said property is 26000 Barton Road., Loma Linda
11. The property on which said work of improvement was completed is in the City of Loma Linda County of San Bernardino, State of California, and is described as follows: Installation of a fire alarm system at the Corporation Yard (CIP 13-826)

Signature of Owner or Agent Owner _____ Date: _____

Verification of INDIVIDUAL owner _____: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contends thereof, and that the facts stated therein are true and correct.

_____ _____

Date and Place (Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the _____ of the aforesaid interest or "PRESIDENT, PARTNER, MANAGER, AGENT, ETC."

in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

_____ _____

Date and Place (Signature of person signing on behalf of owner)

I:\Public Works Admin\Staff Reports\Notice of Completion\Corp Yard Fire Alarm Install.04-08-14.doc

City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
Ronald Dailey, Councilman
Phillip Dupper, Councilman
John Lenart, Councilman

COUNCIL AGENDA:	April 8, 2014
TO:	City Council
VIA:	T. Jarb Thaipejr, City Manager
FROM:	Barbara Nicholson, HR Analyst/Deputy City Clerk BN
SUBJECT:	Council Bill #R-2014-14 – Amending the PERS Health Benefit Contract to allow a non-PERS employee to receive health benefits **[City Manager]**

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council approve Council Bill #R-2014-14 to amend the PERS Health Benefit Contract to allow non-PERS employee to receive health benefits.

BACKGROUND

The desire, through previous negotiations, is to cover the City Attorney under the City of Loma Linda PERS contracted health benefits. The City of Loma Linda's PERS Health Benefits Contract does not currently allow the enrollment of a non-PERS member and this resolution will amend the contract to allow coverage of such employees.

FINANCIAL IMPACT

None as the City Attorney currently bills for the cost of obtaining his individual coverage and that billing will cease.

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF LOMA LINDA, CALIFORNIA ELECTING TO BE SUBJECT TO PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AND FIXING THE EMPLOYER'S CONTRIBUTION AT AN AMOUNT EQUAL TO OR GREATER THAN THAT PRESCRIBED BY GOVERNMENT CODE SECTION 22892(b)

WHEREAS, Government Code Section 22922(a) provides the benefits of the Public Employees' Medical and Hospital Care Act to employees, retirees, and survivors of local agencies contracting with the Public Employees' Retirement System on proper application by a local agency; and

WHEREAS, Section 22892(a) of the Act provides that a local contracting agency shall fix the amount of the employer's contribution; and

WHEREAS, Government Code Section 22920(b) defines any Special District as a contracting agency, and

WHEREAS, a Special District is hereby defined as a non-profit, self-governed public agency within the State of California, and comprised solely of public employees performing a governmental rather than proprietary function, and

WHEREAS, the City of Loma Linda, hereinafter referred to as Special District is an entity meeting the above definition; and

WHEREAS, the Special District desires to obtain for its employees, retirees, and survivors the benefit of the Act and to accept the liabilities and obligations of an employer under the Act and Regulations; now, therefore, be it

RESOLVED, that the Special District elects, and it does hereby elect, to be subject to the provisions of the Act; and be it further

RESOLVED, that the employer's contribution for each employee, retiree, or survivor shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of $116 per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, that the City of Loma Linda has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, that the participation of the employees, retirees, and survivors of the City of Loma Linda shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the City of Loma Linda would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

RESOLVED, that the executive body appoint and direct, and it does hereby appoint and direct the City Clerk or designee to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said Special District all functions required of it under the Act and Regulations of the Board of Administration; and be it further

RESOLVED, that coverage under the Act be effective on May 1, 2014.

PASSED and ADOPTED this 8th day of April, 2014 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Rhodes Rigsby, Mayor

ATTEST:

_____
Pamela Byrnes-O'Camb, City Clerk

City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
Ronald Dailey, Councilman
Phillip Dupper, Councilman
John Lenart, Councilman

COUNCIL AGENDA:	April 8, 2014
TO:	City Council
FROM:	T. Jarb Thaipejr, City Manager/Public Works Director T.J.T.
SUBJECT:	Approve Appropriations of $70,000 for legal fees related to Department of Finance Litigation and Personnel

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that City Council approve the following: 1) Appropriate $60,000 from General Fund balance for Personnel litigation fees; and 2) Appropriate $10,000 from General Fund balance for the State Department of Finance litigation fees and allocate those funds into expenditure account 01-1940-1840.

BACKGROUND

The City is handling a number of personnel issues which we anticipate will require engaging legal representation to complete the personnel process. These issues are time sensitive, and engaging appropriate representation will become necessary prior to the end of the fiscal year.

AB26 caused the dissolution of Redevelopment Agencies and the Californian Department of Finance (DOF) has been tasked with maximizing the revenues associated with former Redevelopment Agencies available to the State. As part of this process, the City has entered into litigation against DOF to retain revenues that the City feels it is entitled to. These funds necessary for this are part of the overall litigation against the State and will cover legal expenses for the remainder of the fiscal year.

ANALYSIS

The requested financial appropriation will provide funding to engage legal counsel on these two issues and to pay for pending legal fees for the remainder of this fiscal year.

FINANCIAL IMPACT

Appropriate $70,000 from General Fund balance into expenditure account 01-1940-1840, Legal Fees.

I:\Public Works Admin\Staff Reports\Appropriation Legal fees. 04-09-13.doc

City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
Ronald Dailey, Councilman
Phillip Dupper, Councilman
John Lenart, Councilman

Approved/Continued/Denied By City Council Date _____

COUNCIL AGENDA: April 8, 2014

TO: City Council

FROM: T. Jarb Thaipejr, City Manager/Public Works Director T.J.T.

SUBJECT: Approve the City-County Cooperation Agreement for the Housing and Urban Development Community Development and Planning Grants for Fiscal Years 2015-16 through 2017-18.

RECOMMENDATION

It is recommended that the City Council approve the Cooperation Agreement for the Housing and Urban Development Community Development and Planning Grants for Fiscal Years 2015-16, 2016-17, and 2017-18 and authorize the Mayor and City Attorney to sign the agreements.

BACKGROUND

The City of Loma Linda has participated for many years with the County of San Bernardino Community Development Block Grant (CDBG) funds. The County Department of Economic Development acts as an interfacing agency between the City and the U.S. Department of Housing and Urban Development (HUD) who disburse funds for these programs. The County assumes accountability with HUD, which includes preparing and submitting all grant related documents and complying with all Federal agencies.

The current Delegate Agency Agreement between the City and the County for implementing CDBG funded projects will expire on June 30, 2015. This new agreement will be effective from July 1, 2015, to June 30, 2018. The associated Cooperation Agreement between the City and County for a similar time period is also required.

Attachment

I:\Public Works Admin\Staff Reports\CDBG\CDBG 2015-18 Delegate & Cooperation Agreement.doc

FOR COUNTY USE ONLY

County of San Bernardino

F A S

STANDARD CONTRACT

☒ New ☐ Change ☐ Cancel	FAS Vendor Code	SC	Dept.	A	Contract Number
ePro Vendor Number					ePro Contract Number
County Department: Economic Development Agency	Dept.: ECD	Orgn.: ECD			Contractor's License No.
County Department Contract Representative: Dena Fuentes, Director	Telephone: (909) 387-4411				Total Contract Amount
Contract Type: ☐ Revenue ☐ Encumbered ☐ Unencumbered ☒ Other:					
If not encumbered or revenue contract type, provide reason:					

Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment Amount
	July 1, 2015	June 30, 2018	N/A	N/A

Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
SBA	ECD	ECD	200	2005		$
						$
						$

Project Name: 2015-16, 2016-17, 2017-18 City-County Cooperation Agreement

Estimated Payment Total by Fiscal Year					
FY	Amount	I/D	FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name: City of Loma Linda hereinafter called

Address: 25541 Barton Road

Loma Linda, CA 92354

Telephone: (909) 799 - 2810 Federal ID No. or Social Security No.

Nature of Contract:
The attached Cooperation Agreement is required by the U.S. Department of Housing and Urban Development (HUD) in order to include the City of Loma Linda as a participant in the County's Community Development Block Grant (CDBG), HOME Investment Partnership, Emergency Solutions Grant (ESG) and other HUD grant(s) programs. It allows the City's population statistics to be included by HUD to calculate the County's grant(s) amount for each year starting in fiscal year 2015-2016 to 2017-18 and will automatically renew every three years thereafter unless revoked by either party, for so long as the County is designated as an Urban County.

The attached Contract consists of eight pages and two exhibits.

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to BOS for Signature
►	►	►
County Counsel		Department Head
Date	Date	Date

Auditor-Controller/Treasurer Tax Collector Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

COOPERATION AGREEMENT FOR

HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT AND PLANNING GRANTS FOR FISCAL YEARS 2015-16, 2016-17, 2017-18 AND SUBSEQUENT AUTOMATIC RENEWALS, UNLESS TERMINATED

This Agreement is made and entered into this_____ day of _____, 2014, by and between the County of San Bernardino, of the State of California, hereinafter referred to as "COUNTY", and the City of Loma Linda, a City within COUNTY, hereinafter referred to as "CITY".

WHEREAS, U.S. Department of Housing and Urban Development, hereinafter called HUD, provides Community Development Block Grant, Catalog of Federal Domestic Assistance (CFDA) #14.218, HOME Investment Partnership, CFDA #14.239, and Emergency Solutions Grants, CFDA #14.231, funds and other grants directly to qualified Metropolitan Cities, and Urban Counties via their Community Planning and Development (CPD) Division; and

WHEREAS, the Housing and Community Development Act of 1974, as amended (Public Law 93-383), hereinafter referred to as ACT, provides that Community Development Block Grant, hereinafter referred to as "CDBG", funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, Title II of this Act created the HOME Investment Partnership Program, hereinafter called "HOME", that provides funds to states and local governments for the purpose of increasing the number of affordable housing opportunities for low- and moderate income families; and

WHEREAS, the Congress of the United States provides funding for the Emergency Solutions Grant Program, hereinafter called "ESG", for the purpose of assisting individuals and families in quickly regaining stability in permanent housing after experiencing a housing crisis or homelessness; and

WHEREAS, this Cooperation Agreement covers CDBG, HOME, ESG and other HUD entitlement grants; and

WHEREAS, COUNTY is a qualified Urban County and hereinafter COUNTY PROGRAM will refer to the COUNTY's CDBG, HOME, ESG and other HUD grants program as well as to the legislation and regulations that created and funded these programs; and

WHEREAS, HUD requires Metropolitan Cities and Urban Counties to re-qualify every three (3) years in order to receive an allocation of various grant funds from HUD; and

WHEREAS, CITY and COUNTY both desire for CITY to continue to be a part of COUNTY PROGRAM so both entities can benefit from increased efficiencies though economies of scale created by having the City's funding allocation of these grants be added and be a part of the COUNTY PROGRAM for 2015-16, 2016-17, 2017-18 and every three (3) years thereafter; and

WHEREAS CITY and COUNTY agree that COUNTY shall be solely responsible for administering, managing and directing COUNTY PROGRAM including but not limited to the preparation of the Consolidated Plan that is required to be submitted to HUD in order for COUNTY to have access to COUNTY PROGRAM funds and as such COUNTY has final authority for selecting activities that will be funded with COUNTY PROGRAM funds and;

WHEREAS, the execution of this Cooperation Agreement, hereinafter referred to as AGREEMENT, is necessary in order to meet the desires of both CITY and COUNTY of having CITY be a part of COUNTY PROGRAM.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. GENERAL

This AGREEMENT gives COUNTY authority to undertake or assist in undertaking activities starting on July1, 2015 for Fiscal Years 2015-2016, 2016-17, 2017-18, which will be funded from COUNTY PROGRAM funds, which will include CITY's funding allocations, and from any program income generated from the expenditure of such funds. COUNTY and CITY agree to cooperate to undertake, or assist in undertaking community renewal and affordable housing activities. This AGREEMENT shall automatically renew for a new three (3) year-period every time COUNTY re-qualifies as an Urban County, (which is every three (3) years), until such time as the City Council for the City of Loma Linda or San Bernardino County Board of Supervisors elects to terminate this AGREEMENT at the conclusion of the preceding three-year term. This AGREEMENT covers all COUNTY PROGRAM funds and other associated grants administered by HUD though its CPD Division or its successor.

By executing this AGREEMENT, CITY understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the term of this AGREEMENT, and CITY may not participate in a HOME consortium other than COUNTY HOME program regardless of whether COUNTY receives a HOME formula allocation.

The purpose of the Delegate Agency Agreement, which accompanies this AGREEMENT (Exhibit 1), and subsequent ATTACHMENTS, is to enable CITY to implement projects and or programs funded with CDBG funds as described in SECTION 14.

2. TERM

The term of this AGREEMENT shall be for fiscal years 2015-16, 2016-17, 2017-18 and shall commence as of July 1, 2015. This AGREEMENT will subsequently automatically renew when COUNTY re-qualifies as an Urban County for the next three (3) year period and therefore a new three (3) year term of this AGREEMENT will begin at that time. The first of these automatic three (3) year term renewals will occur at the beginning of fiscal year 2018-2019 (July 1, 2018) and every three (3) years thereafter unless an earlier date of termination is fixed by HUD pursuant to COUNTY PROGRAM or until such time as the City Council for the City of Loma Linda or San Bernardino County Board of Supervisors elects to terminate this AGREEMENT at the conclusion of a 3-year term. This AGREEMENT shall remain in effect until all COUNTY PROGRAM grant funds covered under the terms of this AGREEMENT, and any program income generated from the expenditure of such funds, are expended, and the funded activities are completed. This AGREEMENT may not be terminated or withdrawn by the parties for any circumstance or reason during the term of this AGREEMENT.

In order for the automatic renewal provisions of this AGREEMENT to be approved, HUD mandates that this AGREEMENT includes a stipulation that requires CITY and COUNTY to adopt any amendment(s) necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the Urban County Qualification Notice and that such failure to comply will void the automatic renewal for such qualification period.

In addition, as part of the Urban County re-qualification process the COUNTY goes though every three (3) years, COUNTY will notify CITY, via a letter, that CITY has the ability to terminate this AGREEMENT and not be included as part of the submission by COUNTY to HUD for re-qualifying as an Urban County for the

subsequent three (3) year qualification period. CITY agrees to send a timely response letter to COUNTY stating its intentions to either continue to be a part the COUNTY PROGRAM or to elect to terminate this AGREEMENT and not be a part of the COUNTY's upcoming submission to HUD to re-qualify as an Urban County for the subsequent three (3) year period.

The COUNTY will submit to HUD the letter notifying CITY of its ability to terminate this AGREEMENT as well as the CITY's response letter. COUNTY will also submit to HUD a written legal opinion provided by COUNTY Counsel stating that the terms and provisions continue to be authorized under state and local law and that the AGREEMENT continues to provide full legal authority for COUNTY.

This automatic renewal procedure will remain the same even if the CITY is recognized by HUD as a Metropolitan City and therefore could receive CDBG funds directly from HUD.

The CITY will provide either CITY Council minutes approving the CITY being a part of the COUNTY Urban County program and to the automatic renewal procedure.

3. PREPARATION OF APPLICATION

COUNTY, by and through its Economic Development Agency (EDA), subject to approval of the COUNTY Board of Supervisors, shall be responsible for preparing and submitting to HUD all necessary applications for the COUNTY PROGRAM entitlement grants. This duty shall include the preparation and processing of COUNTY Housing, Community and Economic Development Needs Identification Report, Citizen Participation Plans, the County Consolidated Plan, and other related items associated with COUNTY PROGRAM grants which satisfy its associated application requirements and regulations. All documents will include information provided by CITY.

4. COMPLIANCE WITH FINAL PROGRAMS AND PLANS

COUNTY and CITY shall comply in all respects with final Community Development plans and programs and the Consolidated Plan which are developed through mutual cooperation pursuant to the application requirements of COUNTY PROGRAM and their regulations and approved by HUD.

5. COMPLIANCE WITH LEGISLATION AND REGULATIONS

COUNTY and CITY shall comply with all applicable requirements of COUNTY PROGRAM and associated regulations, in utilizing grant funds under legislation that created and govern these grants, and shall take all actions necessary to assure compliance with COUNTY certifications required by Section 104(b) of Title I of ACT, as amended regarding the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, Section 109 of Title I of ACT which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Fair Housing Act, and affirmatively furthering fair housing and other applicable federal laws. CITY agrees that CDBG and HOME funding for activities in or in support of CITY are prohibited if CITY does not affirmatively further fair housing within its own jurisdiction or impedes COUNTY actions to comply with its fair housing certification. CITY may be required to demonstrate how it complies with the fair housing requirement. To ensure compliance with applicable regulations, CITY agrees to adhere to the Delegate Agency Agreement which is Exhibit 1 of this AGREEMENT and the accompanying Attachments.

In order for COUNTY to avoid the risk of losing CDBG funds as a result of CITY not spending CITY CDBG funds in a timely manner as required by the ACT, COUNTY and CITY both agree that COUNTY has the authority to transfer CITY CDBG funds to any CDBG-eligible project/program at COUNTY's sole discretion if CITY is not spending its CDBG funds in a timely manner. Prior to transferring CITY CDBG funds, COUNTY will notify CITY in writing that CITY is at risk of not meeting this timeliness requirement and therefore COUNTY will transfer CITY CDBG funds if timeliness is not met. As referred to in SECTION 10

DISPOSITION OF FUNDS, CITY and COUNTY both agree that CITY CDBG funds will be spent, to the greatest extent feasible in a manner CITY desires but COUNTY shall have the final and sole decision as to how CITY CDBG funds are spent.

Furthermore, CITY hereby covenants by and for itself, its successors and assigns, and all persons claiming under or through it that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of any project funded by HOME or CDBG funds, nor shall CITY itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in any project funded as a result of this AGREEMENT.

The CITY shall refrain from restricting the rental, sale or lease of any project funded as a result of this Agreement on the basis of race, color, creed, religion, sex, marital status, familial status, disability, national origin or ancestry of any person.

6. CONFLICT OF INTEREST

CITY shall comply with all applicable federal and state laws, regulations and policies governing conflict of interest, including State conflict of interest regulations found in California Government Code Sections 1090, 1126, 87100 et seq., Federal conflict of interest regulations found in 24 CFR 570.611, 85.36, and 84.42, and any other applicable policies, rules and regulations related to conflict of interest.

Any person who is an employee, agent, consultant, officer, elected or appointed official of the CITY, who exercises any functions or responsibilities with respect to COUNTY PROGRAM funded activities identified in this AGREEMENT and who is in a position to participate in a decision-making process or gain inside information with regard to activities identified in this AGREEMENT, may not obtain a financial interest or benefit from the COUNTY PROGRAM assisted activities identified in this AGREEMENT or any related agreement, subcontract, or contract, either for themselves, an immediate family member or business partner, during his/her tenure. CITY shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

7. POLICIES

CITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

8. INDEMNIFICATION

CITY agrees to indemnify, defend and hold harmless COUNTY and its respective authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this AGREEMENT, resulting from the negligent acts, errors or omissions of the CITY, its authorized officers, employees, agents or volunteers, including, but not limited to, such liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its successor that activities undertaken by CITY under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to CITY under this AGREEMENT were improperly expended.

COUNTY agrees to indemnify, defend and hold harmless CITY, its officers, agents, volunteers, and employees, from any and all claims, actual losses, damages and or liability that may result from the

negligent acts, errors or omissions of the COUNTY, its authorized officers, employees, agents, or volunteers.

9. SELF-INSURANCE

The CITY and the COUNTY are authorized self-insured public entities for purposes of general liability, automobile liability, professional liability and workers' compensation. CITY and COUNTY warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against any liabilities arising out of their performance regarding the terms and conditions of this AGREEMENT

10. DISPOSITION OF FUNDS

Unless prohibited by Federal Regulations, COUNTY and CITY agree that, to the greatest extent feasible, CDBG funds will be allocated by COUNTY to CITY out of the funds received pursuant to ACT, according to its proportional demographics, for activities and/or projects prioritized by CITY to alleviate its identified community development needs eligible under ACT. COUNTY, though its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under ACT and other related grants and for selecting the projects for which such funds shall be used. Both parties agree that COUNTY has the authorization to redistribute such funds when said projects are not implemented in a timely manner as described in SECTION 5, COMPLIANCE WITH LEGISLATION AND REGULATIONS.

HOME funds will be allocated by COUNTY to Developer(s) based on a competitive Notice of Funding Available process to address affordable housing needs by funding activities that are eligible under HOME regulations and COUNTY, by its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under the HOME program as well as the other COUNTY PROGRAM funds and for selecting the projects for which such funds shall be used.

COUNTY shall be compensated for administering COUNTY PROGRAM and other related grants by utilizing allowable planning and administrative fee(s) and a project implementation fee.

11. DISPOSITION OF PROGRAM INCOME

CITY shall inform COUNTY regarding any income generated by the expenditure of COUNTY PROGRAM funds received by CITY. All said income, even if it is received after this AGREEMENT has expired, shall promptly be paid to COUNTY. COUNTY shall be responsible for monitoring and reporting to HUD on the use of any such program income; CITY is required to keep appropriate records and provide reports to COUNTY regarding program income. In the event of COUNTY PROGRAM funds close-out or change in status of CITY under COUNTY PROGRAM funds, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to COUNTY. Any income generated from the disposition or transfer of real property prior to any such close-out or change of status shall be treated the same as program income. Any income generated from the disposition or transfer of real property subsequent to any such close-out or change of status shall promptly be paid to COUNTY.

12. DISPOSITION OF REAL PROPERTY

This section sets forth the standards which shall apply to real property acquired or improved in whole or in part using CDBG and HOME funds that are allocated to (within the control of) CITY. Prior to any modification or change in the use of said real property from the use or ownership planned at the time of its acquisition or improvements, CITY shall notify COUNTY and obtain authorization for said modification or change. CITY shall reimburse COUNTY with non-CDBG and non-HOME funds in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME

funds) of property acquired or improved with CDBG or HOME funds that is sold or transferred for a use, which does not qualify under CDBG and HOME regulations.

13. EFFECTIVE DATES

This AGREEMENT shall be effective initially for all purposes for the period beginning July 1, 2015 and ending June 30, 2018. Thereafter, commencing July 1, 2018, this AGREEMENT will automatically renew for three-year periods every three (3) years, when the COUNTY re-qualifies as an Urban County, until such time as the CITY or COUNTY elects to terminate the AGREEMENT at the conclusion of the preceding term. This AGREEMENT will be executed by COUNTY and CITY, properly submitted to HUD, the grantor, by the designated deadline, and approved by HUD.

14. OTHER AGREEMENTS

Pursuant to federal regulations at 24 CFR 570.501(b), CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in federal regulations at 24 CFR 570.503 and other related regulations. COUNTY and CITY as part of this AGREEMENT are also entering into a Delegate Agency Agreement (which is Exhibit 1 of this AGREEMENT) and accompanying ATTACHMENTS, for the purpose of having CITY implement CDBG-funded projects and or programs. COUNTY and CITY both agree it would be more effective and efficient if CITY implements projects and or programs funded with CITY CDBG funds. The purpose and intent of the Delegate Agency Agreement is to create a mechanism whereby COUNTY delegates its authority, under its Urban County agreement with HUD to CITY, thereby enabling CITY to implement projects and programs funded with CITY CDBG funds while the COUNTY ensures all associated rules and regulations are followed. Prior to disbursing any CDBG funds to CITY, COUNTY, shall execute and adhere to the Delegate Agency Agreement and related documents with CITY. Said agreement shall remain in effect during any period that CITY has control over CDBG funds, including program income.

The Delegate Agency Agreement provides a detailed account of the policies and procedures on how a project is officially assigned by COUNTY to the CITY for implementation and the steps that need to be completed by both CITY and COUNTY (above and beyond the approval of this AGREEMENT) prior to any obligation or expenditure of funds whereby the CITY will seek reimbursement from COUNTY. Any obligation and or expenditure made by CITY without the expressed written approval by COUNTY may result in CITY not being able to utilize CDBG funds.

15. AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)

Use of ARRA Funds and Requirements

This AGREEMENT may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government

pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at http://www.ccr.gov and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

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Whistleblower Protection

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

COUNTY OF SAN BERNARDINO

► _____
Janice Rutherford, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

CITY OF LOMA LINDA

By ► _____
(Authorized signature - sign in blue ink)

Name: Rhodes Rigsby
(Print or type name of person signing contract)

Title: Mayor
(Print or Type)

Dated: _____

Address 25541 Barton Road
Loma Linda, CA 92354-3125

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► _____	► _____	► _____
County Counsel		Department Head
Date _____	Date _____	Date _____

City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
Stan Brauer, Councilman
Ronald Dailey, Councilman
Phillip Dupper, Councilman

COUNCIL AGENDA:	April 8, 2014
TO:	City Council
FROM:	T. Jarb Thaipejr, City Manager T.J.T.
SUBJECT:	Appropriation of $735,800 from Regional Traffic Development Impact fund balance for Phase II of the Project Baseline Agreement for I-10 Tippecanoe Interchange Improvement between City of Loma Linda, City of San Bernardino, Inland Valley Development Agency, San Bernardino Associated Governments (SANBAG), California Transportation Commission and California Department of Transportation

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that City Council approve an appropriation of $735,800 from Regional Traffic Development Impact fund balance to Account No. 24-2340-8500 to fund the construction work to the end of the fiscal year.

BACKGROUND

On May 11, 2010, the City entered into a cooperative agreement with the above-noted agencies that pertained to the funding of the right-of-way and construction phases of the Interstate 10-Anderson Street-Tippecanoe Avenue Interchange Project.

On February 11, 2014, City Council approved a similar agreement pertaining to the funding arrangements, responsibilities and benefits associated with the project. The share from each of the three local funding agencies, Loma Linda, San Bernardino and IVDA, is $2,677,000. The City earmarked Regional Traffic Development Impact fees to fund this project.

ANALYSIS

Because it is expected that the construction of this project will extend over several fiscal years, the City appropriated only a portion of the City's total share this fiscal year. However, the amount was underestimated for this fiscal year. Therefore, the City is requesting to appropriate additional, earmarked funds to cover the expenditures through the remainder of the fiscal year.

FINANCIAL IMPACT

Appropriate $735,800 from Fund Balance into Account No. 24-2350-8500.

City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
John Lenart, Councilman
Ronald Dailey, Councilman
Phillip Dupper, Councilman

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: April 8, 2014

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Konrad Bolowich, Assistant City Manager

SUBJECT: Request for modification to the Design, Installation and Product Specifications Document for the Loma Linda Connected Community Program (LLCCP)

RECOMMENDATION

It is recommended that the City Council adopt the revised LLCCP Design, Installation and Product Specifications Document.

BACKGROUND

On December 16, 2003, the City Council adopted and approved the Loma Linda Connected Community Program, including the design, installation, and product specifications. The Program requirements have been included in the Conditions of approval for all new projects, and additions exceeding 50% of the original structure and commercial remodel projects.

On December 12, 2006, the City Council adopted and approved modifications to LLCCP based upon lessons learned in previous deployments and to allow for the introduction of custom product sets that meet the specifications.

Since December 12 of 2006, the LLCCP has continued to expand and to introduce pioneering construction methods and product sets to deliver service in a consistent and cost effective manner. These include "micro-trench" technology, small foot print MDFs, and commercial product expansion. In addition to expanded product sets and improved technology, there have been changes to the Building Code and building technologies that directly impact the applications of LLCCP specifications. These revisions address the entire spectrum of evolving technology and building practices in this space.

FINANCIAL IMPACT

The revised product sets generally allow lower cost, more efficient and less intrusive methods of deployment which will reduce costs to developers and end users. There will be no direct financial impact to the City.

ATTACHMENT

1. City of Loma Linda Master Specifications for Division 27, Communications

City of Loma Linda

Master Specification
Division 27
Communications

Berk-Tek/Leviton & Corning Category 6 Telecommunication Cabling System using the MasterFormat Template

This document provides the minimum performance criteria for the components and sub-systems comprising a complete cabling system. When the complete telecommunication cabling system is installed by an authorized contractor in accordance with the manufacturer's instructions, the cabling system shall be warranted per the Berk-Tek/Leviton & Corning system performance and component warranties.

Product part numbers, general design considerations, and installation guidelines are provided in this document.

This document provides pertinent information to allow the contractor to bid the labor, supervision, tooling, and miscellaneous mounting hardware and consumables to install a complete system. It is the responsibility of the contractor to propose any and all items required for a complete system if not identified in this specification.

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27 10 00 Structured Cabling

27 15 00 Communications Horizontal Cabling

*07 84 00 General Firestopping

Section 27 05 26
Grounding and Bonding for Communications Systems

Part 1 – General

1.01 Additional Information

A. Refer to Section 27 00 00 for the following Part 1 General information

1) References
2) Definitions / Terms / Acronyms
3) Submittal Requirements
4) Contractor Qualifications
5) Manufacturer Qualifications
6) Bidder Qualifications
7) Testing Agency Qualifications
8) Delivery, Storage and Protection
9) Project conditions
10) Sequencing
11) Continuity of Service and Scheduling of Work
12) Protection of Work and Property
13) Warranty

1.02 Summary

A. This Section includes the following:

1) Conduit, fittings and bodies.
2) Bonding, Grounding cable and fittings.
3) Junction boxes, pull boxes and gutters.
4) Measured pull tape.

B. This Section covers only communications bonding and grounding conduit and fittings.

1.03 References

A. The publications listed below form a part of this specification. The publications are referred to in the text by basic designation only.

B. Specific reference in specifications to codes, rules, regulations, standards, manufacturer's instructions, or requirements of regulatory agencies will mean the latest printed edition of each in effect at the date of contract unless the document is shown dated.

C. Conflicts:

1) Between referenced requirements: Comply with the one establishing the more stringent requirements.

2) Between referenced requirements and contract documents: Comply with the one establishing the more stringent requirements.

D. References:

3) American National Standards Institute (ANSI):
   a. C80.1 Rigid Steel Conduit – Zinc Coated.
   b. C80.4 Fittings for Rigid Metal Conduit.

E. Federal Specifications (FS):
   1) W-C-58C Conduit Outlet Boxes, Bodies Aluminum and Malleable Iron.
   2) W-C-1094 Conduit and Conduit Fittings Plastic, Rigid.
   3) WW-C-566C Flexible Metal Conduit.
   4) WW-C-581D Coatings on Steel Conduit.

F. National Electrical Manufacturers Association (NEMA):
   1) RN1 Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Electrical metallic Tubing.
   2) TC2 Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80).
   3) TC3 PVC Fittings for Use with Rigid PVC Conduit and Tubing.
   4) NEMA VE 1 – Metal Cable Tray Systems.
   5) NEMA VE 2 – Metal Cable Tray Installation Guidelines.

G. American Society for Testing and Materials International (ASTM):
   1) ASTM A123 – Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
   2) ASTM A653 – Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
   3) ASTM B633 – Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel.

H. Underwriters Laboratories Inc. (UL):
   6) 6 Rigid Metal Electrical Conduit.
   7) 514 B Fittings for Conduit and Outlet Boxes.
   8) 651 Schedule 40 and 80 Rigid PVC Conduit.
   9) 651A Type EB and A Rigid PVC Conduit and HDPE Conduit.
   10) 1666 Standard for Riser Application for Optical Fiber Raceway.

I. National Fire Protection Association, Inc. (NFPA) ANSI/NFPA 70 National Electrical Code (NEC).

J. National Electrical Safety Code (NESC).

K. Telecommunications Industry Association TIA-569-B-2004 Commercial Building Standard for Telecommunications Pathways and Spaces.

L. American National Standards Institute ANSI J/STD-607-A-2002 Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications.

M. Building Industry Consulting Service International (BICSI) Telecommunications Distribution Methods Manual (TDMM).

N. Building Industry Consulting Service International (BICSI) Customer Owned Outside Design Manual.

O. Local, county, state and federal regulations and codes in effect as of date of purchase.

P. Equipment of foreign manufacture must meet U.S. Codes and standards. It will be indicated in the proposal the components that may be of foreign manufacture, if any, and the country of origin.

1.04 Submittals

Q. The Contractor will perform no portion of the work requiring submittal and review of record drawings, shop drawings, product data, or samples until the respective submittal has been approved by the Owner. Such work will be in accordance with approved submittals.

R. Qualifications: The Contractor will submit qualification data sheets for firms and persons as specified in the "Quality Assurance" article of this specification to demonstrate their capabilities and experience.

S. Proposed product data sheets: The Contractor will submit catalog cut-sheets that include manufacturer, trade name, and complete model number for each product specified. Model number will be handwritten and/or highlighted to indicate exact selection. Identify applicable specification section reference for each product.

T. Record Drawings: Furnish CAD drawings of completed work including cable ID numbers following the Owner's labeling standards. Submit in hardcopy (two full size and two half size) and electronic formats.

1.05 Project Conditions

A. Field Measurements: Verify dimensions in areas of installation by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating units without field measurements. Coordinate supports, adjacent construction, and fixture locations to ensure actual dimensions correspond to established dimensions.

1.06 Coordination

C. Contractor shall furnish and install telecommunications grounding busbars, telecommunications bonding backbone(s), grounding equalizer(s), and equipment bonding conductors to install a complete telecommunications grounding system.

D. The Electrical Contractor shall furnish and install telecommunications grounding busbars, telecommunications bonding backbone(s), grounding equalizer(s), and equipment bonding conductors to install a complete telecommunications grounding system.

E. Field coordinate installation of conduit and cable with other trades to ensure clearance requirements are met.

F. Coordinate with all contractors providing equipment outside the scope of this contract.

Part 2 – Products

2.01 Manufacturers

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1) Grounding Conductors, Cables, Connectors, and Rods:

a. Chatsworth Products.
b. Approved Equal.

2.02 Materials

A. All conduits, fittings, junction and pull boxes will be UL rated.

B. All conduits, fittings, junction and pull boxes will comply with the NEC.

C. PVC-Coated Rigid Steel Conduit and Fittings: Follow NEMA RN1 (Type A).

D. Non-metallic Conduit and Fittings: Pass NEMA TC2, UL 651 and 651A and FS W-C- 1094A. EMT fittings will be formed steel compression ring type. Die cast fittings are not allowed.

E. Rigid Steel Galvanized Conduit and Fittings Before Coating

1) Follow FS WW-C-581d, ANSI C80.1, and UL 6.
2) Pass bending, ductility, and thickness of zinc coating in ANSI C80.1.

F. Electrical Metallic Tubing (EMT):

1) EMT fittings will be formed steel compression ring type. Die cast fittings are not allowed.
2) EMT will be UL listed and conform to NEC Article 300.22.
3) Will be used inside buildings only.
4) Only manufacturer's fittings, transition adapters, terminators and fixed bends will be used.
5) All transition junction and pull boxes, fittings terminators and adapters will be a metallic material.
6) Minimum average tensile strength will be 1250 lbs. For 1½-inch and smaller conduits and innerduct.
7) Minimum average tensile strength will be 1800 lbs. For conduits larger than 1½ inch.

G. Conduit Bodies: Follow UL 514B and FS W-C-58C. Furnish sufficient coating for touch up after installation.

H. Conduit Fittings

1) All fittings will be compression or threaded.
2) Fittings will provide a secure connection for pulling communications cables.

3) Setscrew fittings are not permitted.

I. Conduit "condulets" are not permitted.

J. Flexible conduit is not permitted.

K. Non-metallic conduits are not permitted in above ground installations. Conversion fittings are required for non-metallic (below ground) to metallic (above ground) transitions.

L. Telecommunications Bonding Backbone (TBB):

1) All Telecommunications Bonding Backbone (TBB) Cables will be insulated and installed in conduit between manholes, telecommunications closets, building steel frame and building electrical grounding system.
2) TBB cables will interconnect all Telecommunications Grounding Busbars (TGB) with the Telecommunications Main Grounding Busbar (TMGB). The TBB will originate at the TMGB and extend throughout the building and connects to all the TGB's in telecommunications closets and equipment rooms.
3) The TBB will be installed without splices, where practicable. If splices are necessary they will be minimum in number accessible and located in telecommunications spaces. Joined segments will be connected using irreversible compression-type connectors, exothermic welding or equivalent.
4) The TBB will be No. 3/0 AWG between TMGB and TGB's. The TBB from one TGB to another TGB will be No. 6 AWG. The TBB from TGB to the panel board in the same telecommunications space will be No. 6 AWG. All TBB connections to the TGB will utilize listed 2-hole compression connectors.
5) Exothermic welds will be used to connect TBB from TMGB or TGB and building steel frame. All other connections will use 2-hole compression connectors.
6) UL Listed with Flame Propagation compliant with UL 2024.

M. Maintenance Hole Bonding and Grounding.

1) The Maintenance Hole will be bonded and grounded if a splice case is required for any cable pulled through the space. No bonding or grounding is required if all cables are pulled without a splices.
2) Splice cases, cable rack and ground rod will be bonded together using a minimum No. 6 AWG copper cable.

N. Pull Boxes, Junction Boxes and Gutters

1) All junction boxes, gutters and pull boxes will comply with NEC Article 314.
2) All junction boxes, gutters and pull boxes will meet the following minimum material requirements:

a. 16-gauge steel or heavier.
b. Seams will be continuously welded and grounded smooth.
c. External screws and clamps.
d. External mounting feet (where possible).
e. Oil-resistant gasket and adhesive.

f. ANSI 61 gray polyester powder coating inside and out over phosphatized surface.
g. UL 50 type 12.

3) All junction boxes, gutters and pull boxes will be provided with bushings for conduits and/or cabling.
4) All junction boxes, gutters and pull boxes will be securely installed.
5) All junction boxes, gutters and pull box sizes for single and multiple conduit runs will comply with BICSI TDMM.
6) All bonding conductors and connectors will be listed for the purpose intendedand approved by a Nationally Recognized Testing Laboratory (NRTL).
7) All bonding conductors will be insulated and copper. The minimum bonding conductor size will be a No. 6 AWG.

Part 3 – Execution

3.01 Additional Information

A. Refer to Section 27 00 00 for the following Part 3 - Execution information

1) General
2) Cable Pathways
3) Work Area Outlets
4) Installation Practices
5) Labeling
6) Firestopping
7) Sealing of Penetrations and Openings
8) Cable Supports
9) Cable Protection
10) Grounding
11) Documentation
12) Training
13) Cleaning
14) Project Closeout

3.02 Preparation

A. Contractor's on-site RCDD supervisor will review, approve and stamp all shop drawings, coordination drawings and record drawings.

B. Verify conduit system is properly sized for cables (minimum one inch, unless otherwise noted in Drawings).

C. Verify general conduit route following Drawings.

D. Verify substrates to which work is connected and determine detail requirements for proper support.

E. Verify proper location and type of rough-in for conduit, cable terminations and ground buss bar.

3.03 Installation

A. Coordinate locations with other trades prior to installation.

B. Install work following drawings, manufacturer's instructions and approved submittal data.

C. Installation plans and requests for information (RFIs) will be reviewed by contractor's on-site RCDD.

D. All work will be supervised and reviewed by contractor's on-site RCDD.

E. Locations and Types:

1) Install PVC coated conduits in outdoor above-ground locations, inside valve vaults and wet wells, and in corrosive and wet environments.
2) Install PVC conduits in buried duct banks or encased in concrete. Use PVC coated rigid steel elbows for stub-outs.
3) Install exposed conduit parallel or perpendicular to lines of existing construction and grouped together where possible, without interfering with use of premises or working areas. Prevent safety hazards and interference with operating and maintenance procedures.
4) Conduit may pass through areas with temperature differential of 20 degrees F or more. Seal with proper fitting at barrier between areas of differing temperature.
5) Do not install conduit in interference with equipment placement or operation; piping; structural members; maintenance access; indicated future equipment.
6) Contractor's RCDD supervisor will coordinate with drawings of other disciplines to determine availability of space for installation.

F. Design Considerations

1) Conduit fill will comply with ANSI/TIA/EIA-569-B.
2) The minimum bend radius is six times the conduit inside diameter (ID) for a two inch conduit or less.
3) The minimum bend radius is ten times the conduit ID for a conduit greater than two inches.
4) Below grade conduit will extend three inches above finished floor (AFF) with a bushing.
5) Ceiling conduit or sleeves will extend six inches below finished ceiling with a bushing.
6) All stubbed conduit ends will be provided with a ground bushing.
7) All conduit penetrations will comply with all applicable fire codes. All conduit penetrations in fire-rated walls or floors will be sealed and fire proofed to at least the rating of the penetration area.
8) Conduits will be routed in the most direct route, with the fewest number of bends possible.
9) There will be no continuous conduit sections longer than 100 feet. For runs that total more than 100 feet, insert junction or pull boxes (or gutters if appropriate) so that no continuous run between pull boxes is greater than 100 feet.
10) There will be no more than two 90-degree bends (180 degrees total) between conduit pull boxes.
11) Changes in direction will be accomplished with sweeping bends observing minimum bend radius requirements above. Do not use pull boxes for direction changes unless specifically designated otherwise in the Drawings.

12) Unless otherwise noted in the Drawings, conduits entering pull boxes will be aligned with exiting conduits.

G. Telecommunication Bonding Backbone (TBB) Installation

1) Comply with ANSI/TIA/EIA-607.
2) TBB placed in ferrous metallic conduit that exceeds 1m(3 ft) in length, will be bonded to each end of the conduit with a conductor sized as a NO. 6AWG, minimum.
3) The TBB conductor for telecommunications will bond the TMGB to the service equipment (power) ground.

H. Identification: Refer to Section 270553 Identification for Communications Systems for labeling requirements.

3.04 Acceptance

A. Once all work has been completed, test documentation has been submitted and approved, and the Owner is satisfied that all work has been completed in accordance with contract documents, the Owner will notify Contractor in writing of formal acceptance of the system.

B. Acceptance will be subject to completion of all work and submittal and approval of complete as-built documentation as described above, and MAA final inspection of the work for compliance with the approved as-built documentation.

End of Section

SECTION 27 05 28
INTERIOR COMMUNICATIONS PATHWAYS

1. This section includes minimum requirements for the following:
   a) Interior Horizontal Cabling Communication Pathways
   b) Interior Backbone Cabling Communication Pathways
2. Minimum composition requirements and installation methods for the following pathways:
   a) Conduit
   b) Innerduct
   c) Sleeves
   d) Cable tray
   e) Cable hangers
   f) Wireways and wire troughs
   g) Power/communication poles
   h) Underfloor duct
   i) Floor Boxes and Poke Throughs
   j) Surface Raceways – Metallic
   k) Surface Raceways – Non-Metallic
   l) Outlet Boxes
   m) Related Sections include the following:
      1) 17150 Backbone Cabling Requirements
      2) 17160 Horizontal Cabling Requirements

1.2 QUALITY ASSURANCE

A. All pathways and associated equipment shall be installed in a neat and workmanlike manner. All methods of construction that are not specifically described or indicated in the contract documents shall be subject to the control and approval of the Network & Telecommunications Department. Equipment and materials shall be of the quality and manufacture indicated. The equipment specified is based upon the acceptable manufacturers listed. Where "approved equal" is stated, equipment shall be equivalent in every way to that of the equipment specified and subject to approval.

B. Materials and work specified herein shall comply with the applicable requirements of:

1. National Electric Code (NFPA 70) including the following Articles:
   a) 318 - Cable Trays
   b) 331 - Electrical Nonmetallic tubing
   c) 348 - Electrical metallic tubing
   d) 349 - Flexible metallic tubing
   e) 350 - Flexible metal conduit
   f) 351 – Liquid-Tight Flexible metal conduit and Liquid-Tight flexible nonmetallic conduit.
   g) 352A - Surface Metal Raceways
   h) 352B - Surface Nonmetallic raceways
   i) 353 – Multioutlet Assembly
   j) 354 - Underfloor raceways
   k) 362 - Metal Wireways and nonmetallic Wireways
   l) 370 - Outlet, Device, Pull and Junction Boxes, Conduit Bodies and Fittings
   m) 645 - Information Technology Equipment
   n) 770 - Optical Fiber Cables and Raceways
   o) 800 - Communications Circuits
2. The following American National Standards Institute (ANSI) standards:
   - ANSI-C80.3 Specification for Electrical Metallic Tubing, Zinc-coated
3. The following Telecommunication Industry Association (TIA) standards.
   a) ANSI/TIA/EIA – 568-B Commercial Building Telecommunications Cabling Standard
   b) ANSI/TIA/EIA – 569-A Commercial Building Standard for Telecommunications Pathway and Spaces
   c) EIA/TIA-606-A Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
   d) EIA/TIA-607 Commercial Building Grounding and Bonding requirements for Telecommunications

4. The following BICSI guidelines
   a) BICSI Telecommunications Distribution Design Manual (10th edition)
   b) BICSI Customer Owned Outside Plant Design Manual (2nd edition)
   c) BICSI Telecommunications Cabling Installation Manual (2nd edition)
5. The following UL Standards:
   a) UL 1, 2000 Flexible Metal Electrical Conduit
   b) UL 3, 1999 Flexible Nonmetallic Tubing for Electric Wiring
   c) UL 5, 1996 Surface Metal Electrical Raceways and Fittings
   d) UL 360, 1996 Liquid-Tight Flexible Steel Conduit, Electrical
   e) UL 514B, 1996 Fittings for Conduit and Outlet Boxes.
   f) UL 797, 1997 Electrical Metallic Tubing
   g) UL 870, 1995 Electrical Wireways, Auxiliary Gutters and Associated Fittings
6. The following local ordinance:
   a) The Loma Linda Connected Community Program Specification.

1.3 SUBMITTALS

- Provide product data for the following:
  1. Conduit
  2. Sleeves
  3. Cable tray
  4. Cable hangers
  5. Wireways and wire troughs
  6. Power/communication poles
  7. Underfloor duct
  8. Floor Boxes and Poke Throughs
  9. Surface Raceways – Metallic
  10. Surface Raceways – Non-Metallic
  11. Outlet Boxes

PART 6 - PRODUCTS

2.1 CONDUIT

A. Rigid Galvanized Steel Conduit

- Shall be hot-dipped galvanized steel, including threads.

B. Electrical Metallic Tubing

- Electrical Metallic Tubing shall be electro-galvanized steel.

C. Rigid Non-Metallic PVC Conduit

1. Extra-Heavy wall conduit: Schedule 80, constructed of polyvinyl chloride, rated for use with 90 degree C conductors, and UL listed for direct burial and normal above ground use.
2. Heavy wall conduit: Schedule 40, constructed of polyvinyl chloride, rated for use with 90 degree C conductors, and UL listed for direct burial and concrete encasement.

D. Fittings

1. Rigid galvanized steel fittings shall be fully threaded and shall be of the same material as the respective raceway system.
2. Fittings for electrical metallic tubing shall be single screw indenter fittings for conduits up to 2" and double screw indenter fittings for conduits 2" and larger.
3. Fittings for rigid non-metallic conduit shall be solvent cemented in accordance with the manufacturer's instructions.
4. Connectors shall have insulated throat up to and including 1" size. For sizes 1-1/4" and larger, provide plastic insulating bushing.
5. Die-cast or pressure cast fittings are not permitted.
6. Provide conduit body types, shapes and sizes as required to suit application and NEC requirements. Provide matching gasketed covers secured with corrosion-resistant screws.

E. Expansion Fittings

1. Provide expansion fittings with external grounding straps at building expansion joints.
2. Galvanized steel expansion joints for RGS or EMT conduit, PVC for PVC conduit.
3. Minimum 4" movement in either direction.
4. Weatherproof for outdoor applications.
5. At expansion joints in concrete pours, provide Deflection/Expansion fittings capable of movement of ¾" in all directions from the normal.

F. Waterproofing Seals

1. Provide watertight expanding link-type seals for installation between the conduit and the sleeve or core drilled hole.

2. Design Make: Link Seal, or approved equal

G. Pull and Junction Boxes

- Shall be constructed of not less than 14 gauge galvanized steel with trim for flush or surface mounting in accordance with the location to be installed. Provide screw-on type cover boxes installed in damp or wet locations shall be of rain-tight construction with gasketed cover and threaded conduit hubs. In no case shall boxes be sized smaller than as indicated in Article 370 of the National Electrical Code for conduit and conductor sizes installed. Boxes shall be NEMA approved for the environmental condition of the location where they will be installed.

H. Flush floor junction boxes

- Flush floor junction boxes shall be recessed cover boxes designed for flush mounting in masonry. (Approved by Network & Telecommunications Department)

2.2 INNERDUCT

A. Shall be constructed of a PVC Riser rated or plenum rated plastic as required.

B. Shall be 1" or 1 1/4" in diameter as called for on the drawings.

C. Shall be orange in color.

D. Shall be UL listed to 2024 standard.

2.3 CABLE TRAY

A. Trough Bottom Cable Trays shall be aluminum construction including accessories. Maximum rung spacing 8 in. on centers is welded to side rails with flanges in 4-in. wide channel rungs. Aluminum alloy side rails and rungs. Standard lengths 12 ft. - 0 in. long. Cover required where called for. Provide divider strip where called for. Minimum radius of horizontal elbows shall be 12 in. Provide special radius elbows where required for field conditions.

Loading Data:

Useable Tray Width	Load Depth	NEMA Depth	Std.	Span	Lbs / Ft	Deflection
6"	4"					
8"	4"					
12"	4"	3"	12A	10'	81	1.20"
12"	6"	5"	12B	10'	112	0.59"
18"	4"	3"	12A	10'	81	1.20"
18"	6"	5"	12B	19'	112	0.59"
24"	4"	3"	12A	10'	81	1.20"
24"	6"	5"	12B	10'	112	0.59"

- Provide a safety-loading factory of 1.5 for uniformly distributed loads when supported as a simple span in accordance with the NEMA standard listed.

2.4 CABLE HANGERS

A. Provide prefabricated, zinc coated, carbon steel hangers designed specifically for UTP and Optical Fiber cable installations.

B. Hangers shall have open top, rolled edges and a 3" or 4" minimum diameter loop.

C. Provide beam clamps, rod fasteners, flange clips and brackets as job conditions require.

D. Use of ERICO or Caddy cable hangers is acceptable.

* Hangers must be approved by Network & Telecommunications Department.

2.5 WIREWAYS AND WIRE TROUGH

A. Wireway shall be steel, enclosed type. Provide hinged, JIC sectional NEMA dust resistant, oil tight type where subjected to moisture, in Pump Rooms, Mechanical, Electric and Fan Rooms, exterior walls, Maintenance Shops, and similar locations. Size to meet NEC fill requirements or larger as noted on Contract Documents. Provide knockouts along runs. Provide all elbows, tees, pull-boxes, fittings, hangers, reducers, supports, etc., to meet installation requirements.

B. Cover: Hinged Screw cover with full gasketing

C. Connector: [Slip-in] [Flanged].

D. Fittings: Lay-in type with removable top.

E. Finish: Electro-coated ASA-49 Gray Epoxy Paint over Phosphate Primer.

- Approved by Network & Telecommunications Department.

2.6 POWER/COMUNICATION POLES

A. Poles shall contain a communication and power divider and be nominally 2-1/4" square by height required.

B. Constructed of a minimum of .070" thick, anodized aluminum extrusion, with removable trim plate and cover.

C. Unit shall be furnished with top plate mounting assembly for easy installation to accessible ceiling; bushings need to be installed.

- Approved by Network & Telecommunications Department.

2.7 FLOOR BOXES

- Flush Floor Box:

1. Boxes shall be fully adjustable constructed of cast iron, nominally 4.38"L x 3.19"w x 3.19"D (single gang) 4.38"L x 6.38"w x 3.19"D (two gang)

2. Boxes shall house leveling screws for adjusting box to accept floor flange after pour.

3. Boxes shall have 1" conduit hubs on each end and 3/4" conduit hubs on each side.

4. Provide Brass floor rings and brass cover-plate with duplex flaps.

Acceptable manufacturer: Wiremold

a) Raised Floor Box (mfg # AC8850, AC8105, AC8840, AC104)

b) Concrete Floor Box (mfg # RFB4-SS with RAKMII cover (ss = = shallow steel)

c) Concrete Floor Box (mfg # RFB4-4DB with RAKMII cover)

2.8 SURFACE METALLIC RACEWAY

A. Single channel suitable for up to (10) 0.2" O.D. Cables

- Two piece raceway with single compartment, length as indicated on the drawings. Nominal 1-9/32" x ¾" with snap on cover. Color shall be ivory.
  [Approved by Network & Telecommunications Department]

B. Single channel suitable for up to (50) 0.2" O.D. Cables

- Two piece raceway with single compartment, length as indicated on the drawings. Nominal 2-3/4" x 1-7/16" with flush, snap on cover. Color shall be ivory. Provide devices in the raceway as indicated on plans.

  [Approved by Network & Telecommunications Department]

C. Two channel with devices suitable for up to (48) #12 AWG conductors or (50) 0.2" O.D. Cables.

- Two piece raceway with divider for power and communications, length as indicated on the drawings. Nominal 4-3/4" x 1-3/4" with flush, snap on cover. Color shall be gray. Provide devices in the raceway as shown on plans
  [Approved by Network & Telecommunications Department]

D. One-piece raceway

1. Shall have Ivory finish
2. Size race way as required based on the following:
   a) 025" steel suitable for (2) 0.2" O.D. cables
   b) .040" steel suitable for (3) 0.2" O.D. cables
   c) .040" steel suitable for (5) 0.2" O.D. cables

   [Approved by Network & Telecommunications Department]

E. Provide miscellaneous boxes, fittings and supports designed and manufactured by the raceway manufacturer as required to make a complete job.

   [Approved by Network & Telecommunications Department]

2.9 SURFACE NON-METALLIC RACEWAY

A. Manufactured of rigid UV stabilized PVC compound with matte texture with "office white" finish. Provide the manufacturers standard fittings as required for the installation. All system components shall meet UL 94 requirements for nonflammable, self-extinguishing characteristics.

B. Shall have a voltage rating of 300 V AC maximum.

C. Shall be UL listed.

D. Fitting shall comply with EIA/TIA UTP/Optical Fiber bend radii requirements.

E. Raceways shall have the following wiring capacities:

1. One Piece, Single Channel - .32 sq. in. suitable for (5) 0.18" O.D. cables

2. One Piece, Dual Channel - .97 sq. in. suitable for (6) 0.18" O.D. cables

3. Two Piece, Single Channel - .29 sq. in. or .87 sq. in. suitable for (4) 0.18" O.D. cables or .87 sq. in. suitable for (13) 0.18" O.D. cables

4. Two Piece, Triple Channel – 1.514 sq. in. per channel suitable for (24) 0.18" O.D. cables per channel without devices.

F. Design Make:

1. One-Piece Raceway:

2. Two-Piece Raceways, Single Channel Raceway:

3. Two-Piece Raceway, Triple Channel Raceway:

a) Provide Communication devices as specified in wiring devices and indicated on the drawings.

b) Provide divider in raceways utilized for power and communications.

[Approved by Network & Telecommunications Department]

2.10 OUTLET BOXES

A. Outlet Boxes and Covers

1. Shall be galvanized steel, not less than 2 ¾" deep X 4 11/16" square or octagonal, with knockouts.
2. Outlet boxes exposed to moisture, exterior, wet or damp locations shall be cadmium cast alloy complete with threaded hubs and gasketed screw fastened covers.
3. Boxes shall be approved for the environmental condition of the location where they will be installed.
4. Install with mud ring where possible

[Approved by Network & Telecommunications Department]

B. Non Metallic Surface Outlet Boxes

1. Shall be Manufactured of rigid UV stabilized PVC compound with matte texture with "office white" finish. Provide the manufacturers standard fittings as required for the installation. All system components shall meet UL 94 requirements for nonflammable, self-extinguishing characteristics.
2. Shall have a voltage rating of 300 V AC maximum.
3. Shall be UL listed.
4. Shall be of size indicated drawings.
5. Shall be of sufficient depth to maintain CAT 6 bend radii requirements.

[Approved by Network & Telecommunications Department]

C. Low Voltage Mounting Brackets

1. Shall mount to any wall thickness from ¼" – 1".
2. Shall be constructed of a non-metallic material.

[Approved by Network & Telecommunications Department]

2.11 SUPPORTING DEVICES

A. Supports, support hardware and fasteners shall be protected with zinc coating or treatment of equivalent corrosion resistance using approved alternative treatment, finish or inherent material characteristic. Products used fin outdoor applications shall be hot dipped galvanized.

B. Provide clevis hangers, riser clamps, conduit straps, threaded c clamps with retainers, ceiling trapeze hangers, wall brackets and spring steel clamps as applicable.

C. 14 gauge U-Channel systems with 9/16 inch diameter holes at a minimum of 1 7/8 inches on center in the top surface. Provide fittings and accessories that match and mate channel.

D. Provide carbon steel or wedge or sleeve type expansion anchors, steel springhead toggle bolts and heat-treated steel power driven threaded stud fastening equipment as required by construction types.

E. Provided field fabricated supporting devices such as angles, channels, pipe supports, etc. All fabricated supports shall be of metal construction as called for in 2.1.

[Approved by Network & Telecommunications Department]

PART 7 - EXECUTION

3.1 CONDUIT

1. Electrical Metallic Tubing, Rigid Metal Conduit and Rigid PVC are allowed conduit types. Flexible metal conduit is not allowed.
2. Install with a minimum of bends and offsets. Bends shall not kink or destroying the interior cross section of the raceway. Factory made bends shall be used for raceway's 1" trade size and larger. Bends radius shall be 6 times the internal diameter for conduit sizes up to 2 inches. A conduit greater than 2 inch shall have bend radius at least 10 times the diameter of the conduit.
3. Runs exceeding 100 feet or 180 degrees total bends shall be broken with suitable sized pull or splice boxes. (LB or similar conduit fittings are not acceptable for runs of riser cables. Must be approved by the Network & Telecommunications Department.
4. Do not locate riser pull boxes at bends without prior review and approval by Network & Telecommunications Department. Where possible use instead sweeps for the bend and locate in a straight pull nearby.
5. Conduit runs to work areas shall serve no more than one (1) communication outlet.
6. Conduits shall be sized to accept 40% future growth; sizing shall account for fire code capacity restrictions.
7. Plug the ends of each roughed-in raceway with an approved cap or disc to prevent the entrance of foreign materials during construction.
8. Secure within three feet of each outlet box, junction box, cabinet or fitting.
9. Provide a #14 AWG fish wire in all "Spare" or "Empty" conduit runs to facilitate future installation of cables.
10. Install raceways in concrete floor slabs as follows:
    a) All conduits in concrete floor slabs shall be rigid galvanized steel with concrete tight threaded fittings.
    b) Provide expansion fittings where conduits cross building expansion joints.
    c) Install conduit below the reinforcing mesh.
    d) Locate conduits to provide a minimum of 2" of concrete around conduit.
    e) Obtain approval from the Network & Telecommunication Department prior to installing conduit larger than 1" trade size in concrete slabs.

f) Wherever a cluster of four-(4) or more conduits rise out of floor exposed, provide neatly formed 4-in. high concrete envelope, with chamfered edges, around raceways.

11. Provide conduit supports based on the following table:

Conduit Trade Size	Type of Run	Horizontal Spacing in Feet	Vertical Spacing in Feet
1", 1 ¼"	Concealed	8	10
1 ½", & LARGER	Concealed	10	10
½", ¾"	Exposed	5	7
1", 1 ¼"	Exposed	7	8
1 ½" & larger	Exposed	10	10

12. Where conduits puncture roof, install pitch pockets as required in order that the roof warranty is maintained.

13. Conduit System Installation:

    a) Cable in exterior, above grade locations: Rigid Galvanized Steel

    b) Interior locations: Electrical Metallic Tubing

    c) Cable below grade: PVC Schedule 40

14. Identification: Clearly label conduit at exposed ends indicating closet or outlet where conduit terminates and the length of the conduit. Label pull boxes indicating destination of conduits entering and exiting.

15. Include intra- and inter-building raceways. Including conduits, sleeves and trays for the placement of cables from the communications center to communications rooms, from the communications center to the entrance room or space and from communication center to communication center in different building in a campus environment.

B. Conduit fill shall be as follows:

Trade Size	Area of Conduit (square inches)	1 Cable 53% Fill (sq. in.)	2 Cables 31% Fill (sq. in.)	3 Cables & Over 40% Fill (sq. in.)
1"	0.87	0.46	0.27	0.35
1 ¼"	1.51	0.80	0.47	0.60
1 ½"	2.05	1.09	0.64	0.82
2"	3.39	1.80	1.05	1.36
2 ½"	4.82	2.56	1.49	1.93
3"	7.45	3.95	2.31	2.98
3 ½"	9.96	5.28	3.09	3.98
4"	12.83	6.80	3.98	5.13
5"	20.15	10.68	6.25	8.06

C. Backbone pathways shall be in the form of 4" conduits or sleeves between the main communication equipment rooms and spaces and closets shall be provided as shown on drawings:

D. Fire stop all pathways as called for in section 25010 of this document. This includes using 3M / EZ Path fire rated pathways by Specified Technologies, Inc. (www.stifirestop.com).

E. All backbone conduits shall be marked with 1" reflective tape every 25 feet. Coordinate color with Network & Telecommunications Department.

F. Pull boxes shall be marked with 1" wide reflective tape.

G. Stub out conduits into closets only enough to attach connector and bushings, except conduits shall rise a minimum of 6 inches above the finished floor.

H. Bush all conduit ends.

I. Conduits shall be concealed except in the following areas:

1. Mechanical Rooms
2. Electric Rooms
3. Manufacturing areas
4. Garage or maintenance areas

5. Unfinished basements or crawl spaces

J. Do not install raceways adjacent to hot surfaces or in wet areas.

K. Install conduits to edges of access boxes so as to maximize the total number of conduits that can be routed through the pull box.

L. Provide expansion fittings with external grounding straps at building expansion joints.

M. Do not install conduit horizontally in concrete or block partitions.

N. Arrange neatly to permit access to the raceway, outlet, pull, and junction boxes, and work installed by other trades.

O. If it is necessary to burn holes through webs of beams or girders, call such points to the attention of the Network & Telecommunications Department and receive written approval both as to location and size of hole before proceeding with work. All holes shall be burned no larger than absolutely necessary.

P. Core drill, sleeve, and fire stop all penetrations through existing floors.

Q. Support all raceways with malleable iron pipe clamps or other approved method. In exterior or wet locations, provide minimum ¼" air space between raceway and wall. Secure raceway within 3 ft. of each outlet box, junction box, cabinet or fitting.

R. Install junction and pull boxes in readily accessible locations. Equipment, piping, ducts and the like shall not block access to boxes. Provide all necessary junction or pull boxes required due to field conditions and size as required by the National Electrical Code.

3.2 SLEEVES

1. All sleeves must be installed as per EIA/TIA 569B Standard and fire sealed as called for in section 25010 of this document.

3.3 CABLE TRAYS

A. Hang Cable tray using threaded, galvanized rod hangers, with rods extended through support steel and double nutted; implementing Quick-Support Center Rod PVC Sheath (Cat. No. WBCRSHEATH : for protecting cables from threaded rod when hanging WB Series Cable Tray from center rod hangers). Size support member within load rating of member section; and without visible deflection. Install cable tray level and straight..

B. A minimum of 12" headroom shall be provided above all cable trays.

C. Provide aluminum body expansion connectors at building expansion joints. Minimum 4-in. movements, greater if expansion movement conditions warrant.

D. Provide external grounding strap at expansion joints, sleeves, crossovers and at other locations where tray continuity is interrupted.

E. Provide necessary elbows, tees, crosses, risers, offsets, fittings, reducers, connectors, clamps, rod suspension, trapeze hangers, etc., as required to make a complete job, coordinate with the Network & Telecommunications Department.

F. Provide conduit to tray fitting at each conduit entrance to tray.

G. Install divider in trays where cables of different systems are carried in the same tray.

H. Provide (1) 6" long piece of ½" EMT conduit on each threaded rod hanger to prevent scoring of cable insulation when cable is pulled in.

I. Install fire stop wall frames around cable tray at penetrations through fire rated walls, and where called for. Seal these openings with pliable fire resistant sealant.

J. Cable Trays shall not pass through any firewall or fire-rated soffits. Cable tray shall end before the firewall and transition to a minimum of two (2) 4" EMT sleeves with connectors and insulated bushings as called for is this specification section.

3.4 CABLE HANGERS

A. Provide cable hangers a maximum of 3' on center wherever cable tray or conduit is not present.

B. Ceiling ties and rods shall not be used to hang cable or cable supports without the approval of the Network & Telecommunications Department.

C. Load hangers as recommended by the manufacturer. Provide hangers side by side on a common bracket where cable quantities require.

D. Do not install cables loose above lock-in type, drywall or plaster ceilings.

E. Cables shall be installed at least 3 in. above the ceiling tiles and shall not touch the ceiling.

F. Do not support cable from ceiling system tie wires or grid in fire rated systems.

G. Provide a minimum of 2 spare bracket mounted hangers in new construction.

H. Utilize ERICO CADDY CABLECAT adjustable Cable Support when cables trays are not needed ; determine with Network & Telecommunications management prior to installation (www.erico.com/products/CADDYcfcCableCatAdjCblSprt.asp).
Part numbers:

Adjustable Cable Support:

- CAT425WM - wall mount – vertical surface
- CAT425 - 1/4" Threaded rod or horizontal surface mount
- CAT425A6 - 3/8" Threaded rod or horizontal surface mount

Hammer-On Flange Clips:

- CAT42524SM – Hammer-on 1/8" – ¼" flange
- CAT42558SM - Hammer-on 5/16" – ½" flange
- CAT425912SM – Hammer-on 9/16" – ¾" flange

Beam Clamp :

- CAT425BC – Screw-on 1/8" – ½" flange (rotates 360 degrees)
- CAT425BC200 – Screw-on 1/8" – 5/8" flange (rotates 360 degrees)

Purlin :

- CAT425AF14 – Hammer-on 1/16" – ¼" Z purlin
- CAT425VF14 – Hammer-on 1/16" – ¼" vertical flange
- CAT425WMCD18 – under floor pedestal

3.5 WIREWAYS AND TROUGHS

A. Insert installation requirements

3.6 POWER/COMMUNICATION POLES

A. Insert installation requirements

3.7 UNDERFLOOR DUCT

1. The method of pour and depth of concrete shall determine the positioning of the duct as follows (Verify floor structure prior to submitting layout drawings):

   a) Monolithic pour - installed at the midpoint of the slab

   b) Slab on grade - midpoint of slab

   c) Double pour floor - installed in structural slab, Second pour buries the duct system.

   d) Post tensioned pour - preset inserts shall be used

   e) Prefabricated concrete - buried in concrete topping

2. Location: Locate runs parallel to outside wall five foot on center with final runs two feet from walls. Provide cross runs as indicated on drawings.

3. Provide conduit access to cross runs as indicated on drawings.
4. Perform cutting, hole sawing and drilling necessary for installation of wiring to devices, through service fitting, from under floor raceway. Provide devices and service fittings at points of use indicated. Install raceway aligned, level, and parallel or perpendicular to building walls or as indicated. Underfloor raceways shall be free from burrs, sharp edges, dents and mechanical defects. Provide caps or plugs on open raceway ends and on boxes and openings.
5. Provide flush service boxes with trim rings and carpet or tile flanges as indicated on the plans.
6. Seal raceways, cells, inserts and trenches to prevent the entrance of water, concrete or foreign matter into the raceway system, before and during pouring of slab or placing of fill. Provide tape or sealing compound at joints, as recommended by the duct manufacturer.
7. Install all products in accordance with manufacturer's instructions.
8. Provide expansion fittings with bonding jumper where duct crosses building expansion joints.
9. Securely hold junction boxes and raceways in place during concrete pours to avoid floating or other movement.
10. Install under-floor duct with tops of preset inserts 1/8" below finished floor line. Locate raceways as indicated on Drawings.
11. Place schedule on the inside of cover-plate of each junction box indicating distance to first insert in each direction, measured from the center of the box. Also, include the pane-board and circuit number of each circuit located in the junction box. Use self-adhesive labels for schedule.
12. Support Couplers and Supports: Join raceway lengths using combination support couplers where practical. Provide additional supports at intervals of not over 5 feet (1.5 m), within 30 inches (750 mm) each side of junction boxes, and as close as practical to elbows, bends, and terminations.
13. Install insert within 12 inches (30 mm) of edge of junction box. Align inserts on same centers for all services.
14. Do not extend inserts into special floor finishes, such as terrazzo, marble, or wood.
15. Install a duct marker in each insert adjacent to junction box, at end of each duct run, on both sides of permanent partitions, and on both sides of change of direction of duct. Install markers flush with finished floor material. In carpeted areas, install marker screws level with carpet backing.
16. Install surface service fittings after installation of floor finishes. Cut floors as necessary. Following duct manufacturer's

recommendations. Replace damaged floor construction and finish.

17. Install trench duct trim flush with cover-plates; maintain covering of factory-applied tape for protection.

3.8 FLOOR BOXES AND POKE THROUGHS

A. Floor outlet boxes shall be installed flush with finished floor, adjust level and tilt as required. Where finished floor is terrazzo, provide boxes specifically designed for installation in terrazzo. Where floors are to receive carpet, provide floor outlet with carpet flange.

B. Coordinate the location of flush floor boxes with furniture layout. Provide coordination drawings for approval.

3.9 SURFACE RACEWAY - METALLIC

A. Provide raceway as shown on the drawings. Leave a tagged nylon pull tape in each raceway (including raceways in use). Bush ends of all stubbed out raceways.

B. Cut raceways square, ream ends to remove burrs, and bush where necessary.

C. Install raceways parallel or perpendicular to building walls, floors and ceilings.

3.10 SURFACE RACEWAYS – NON METALLIC

A. Support with expansion anchors, concrete inserts, masonry inserts or toggle bolts as field conditions require. Provide supports every 4 foot on center.

B. Provide all fittings, connectors, elbows, tees, boxes etc. as required for the installation.

C. Surface raceway shall be filled to 40% maximum.

3.11 BOXES AND CABINETS

A. Consider location of outlets shown on drawings as approximate only. Study architectural, electrical, process piping, mechanical, plumbing, structural, roughing-in, etc., drawings and note surrounding areas in which each outlet is to be located. Locate outlet so that when fixtures, motors, cabinets, equipment, etc., are placed in position, outlet will serve its desired purpose. Where conflicts are noted between drawings, contact Network & Telecommunication Department for decision prior to installation.

B. Outlet boxes in separate rooms shall not be installed "back-to-back" without the approval of the Network & Telecommunications Department.

C. Outlet boxes shall be sized to accommodate the wiring device(s) to be installed.

D. Outlet boxes installed in plaster, gypsum board or wood paneled walls shall be installed with raised plaster covers or raised tile covers.

E. Outlet boxes installed in tile, brick or concrete block walls shall be installed with extra-deep type raised tile covers or shall be 3-1/2" deep boxes with square corners and dimensions to accommodate conductors installed.

F. Surface ceiling mounted outlet boxes shall be minimum 4" square, 1-1/2" deep, galvanized sheet metal.

G. Surface wall mounted metallic outlet boxes shall be cast type boxes having threaded or compression type threadless hubs. Exterior boxes shall be cast type with threaded hubs and gasketed cover plates secured by non-ferrous screws.

H. Unless otherwise noted, mount devices and equipment at heights measured from finished floor to device/equipment centerline as follows:

1. Desktop telephone outlets 18"
2. Data outlets 18"
3. Data or desktop telephone outlets, above hot water or steam baseboard heaters. Do not install receptacle outlets above electric baseboard heaters. 30"
4. Television outlet 18"
5. Wall Mounted 48"
6. Bracket Mounted Television 96"

I. Where structural or other interference prevent compliance with mounting heights listed above, consult Network & Telecommunication Departments for approval to change location before installation.

J. Where communications outlets are shown on, behind, below or above furniture or millwork. Verify the exact location and mounting height with the project coordinator. The communications contractor shall be responsible for moving all communications outlets that are in conflict with furniture or millwork, including cutting, patching and painting, at no cost to the Network & Telecommunication Department.

K. Pull boxes used for angle or U pulls shall have a distance between each raceway entry inside the box and the opposite wall of the box of at least 6 times the trade-size diameter of the largest raceway. This distance being increased by the sum of the trade size diameters of the other raceways on the same wall of the box and have a distance between the nearest edges of each raceway enclosing the same conductor of at least 6 times the trade size diameter of the raceway or 6 times the trade size diameter of the larger raceway if they are of different sizes.

L. Install outlet boxes as per sizes indicated on the drawings.

M. Install Low Voltage Mounting Brackets for fishable wall installation location that does not have an available outlet box.

3.12 SUPPORTING DEVICES

A. Hangers and Supports:

1. Provide steel angles, channels and other materials necessary for the proper support of wall-mounted cabinets, racks, panels, etc.
2. Cabinets, large pull boxes, and cable support boxes shall be secured to ceiling and floor slab and not supported from conduits. Small equipment boxes, etc., as approved by Network & Telecommunication Department, may be supported on walls. Racks for support of conduit and heavy equipment shall be secured to building construction by substantial structural supports.

3.13 FURNITURE RACEWAYS

A. Furniture Pathways - Shall comply with UL 1286 and NEC Article 605.

B. It shall be the contractors' responsibility to verify the furniture layout and communication outlet with respect to the furniture. Obtain approved shop drawings from the architect detailing furniture heights, cable openings etc. Prior to roughing in the outlet box, verify height and location for all communication outlets near furniture or cabinetry. Boxes roughed in the wrong location shall be relocated at the contractors' expense.

C. Provide a concealed transition from outlet box to furniture.

3.14 GENERAL

A. Support raceways from building construction. Do not support raceways from ductwork, piping, or equipment hangers.

B. Support outlet, pull, and junction boxes independently from building construction. Do not support from raceways.

C. Coordinate all raceway runs with other trades.

D. All open raceways shall be installed a minimum of 6 in. away from any light fixture or other source of EMI (Electro-magnetic interference).

E. All horizontal pathways shall be bonded and grounded per the NEC Article 250.

F. In all cases, horizontal pathways shall be sized for a minimum of 50% future growth.

END OF SECTION

SECTION 27 08 00

TESTING, IDENTIFICATION AND ADMINISTRATION

PART 17 - GENERAL

1.1 SUMMARY

SCOPE

1. This section includes the minimum requirements for the testing, certification administration and identification of backbone and horizontal cabling.
2. This section includes minimum requirements for the following:
   a) UTP testing and testers
   b) Fiber optic testing and testers
   c) Labels and Labeling
   d) Documentation
3. Related Sections include the following:
   a) 17150 Backbone Cabling Requirements
   b) 17160 Horizontal Cabling Requirements.

1.2 QUALITY ASSURANCE

A. All testing procedures and testers shall comply with applicable requirements of:
   1. ANSI/TIA/EIA 568- C.1 Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements

B. Identification and administration work specified herein shall comply with the applicable requirements of:
   1. ANSI/TIA/EIA – 606-B Administration Standards.
   2. ANSI/TIA/EIA – 569-B Pathway and Spaces
   3. ANSI/TIA/EIA – 568-C Telecommunications Cabling Standard.
   4. ANSI/TIA/EIA – 758-B Customer Owned Outside Plant Telecommunications Cabling Standard
   5. BICSI Telecommunications Cabling Installation Manual
   6. BICSI Telecommunications Distribution Methods Manual

1.3 SUBMITTALS

A. Manufacturers catalog sheets and specifications for fiber and copper cable testers.

B. Test reports

1.4 100 OHM UTP CABLE TESTING

A. The testing parameters called for in this section shall include the horizontal channel for all installed drop locations.

B. Test cable with test set to match the NVP for the cable as stated by the cable manufacturer of the cable being installed.

C. The test parameters shall include Wire Map, Length, Attenuation, PS-NEXT, PS-ACR, PS-ELFEXT and Return-Loss

D. Wire Map

- The wire map test shall verify pair to pin termination at each end and check for connectivity errors. The wire map shall indicate the following for each of the eight conductors:

  a) Continuity to the remote end

  b) Shorts between any two or more conductors

  c) Crossed pairs

  d) Reversed Pairs

  e) Split Pairs

  f) Any other miss wiring

E. Cable Performance

- Must meet the minimum acceptable values as indicated in TIA/EIA 568B.1 Category 6 (TIA/EIA 568C.2-1) requirements.

1.5 IDENTIFICATION & LABELING

A. Confirm specific labeling requirements with customer's project coordinator prior cable installation or termination.

B. Cables

1. Backbone cables shall be marked at each endpoint and at all intermediate pull/ access points or junction boxes. Label shall indicate origination and destination TR ID, sheath ID and strand or pair range.

2. Horizontal cables shall be marked at each end, on the sheath indicating the TR, patch panel and panel port to which the cable is wired. Faceplates and Patch Panels

C. Faceplates and Patch Panels

1. Copper Patch Panels

a) Fiber patch panels shall be marked using adhesive labels indicating the range of circuits installed to it.

b) Each port shall be labeled with the origination and destination with the individual strand ID.

2. Faceplates

- Shall be labeled to indicate the room number and panel port [A thru Z] to which the cable is wired for each cable that it houses.

1.6 RECORD COPY AND AS - BUILT DRAWINGS

- Provide record copy drawings periodically through out the project as per 25030 or as requested by the project manager and at end of the project. Record copy drawings shall include notations reflecting the as built conditions of any additions to or variation from the drawings provided.

1.7 TEST RESULTS

1. Horizontal Copper Cabling

a) The Contractor shall test all cables and submit all horizontal copper cable test result data in electronic format, with the resulting file formatted with one test result per
8.5"x 11"
page.

b) To provide the test results in an acceptable format:

1) Export or Download the test results from the cable tester to a *.txt format.

2) Then open the *.txt file in Microsoft WORD 6.0 and save the file as a *.doc file.

2. Fiber Optic Cables

a) The Contractor shall test all fiber optic cables and submit all fiber test result data in an electronic format and provide one (1) hard copy of the test results showing graphically, the entire length of the fiber.

- Reports shall show circuit ID, cursor marks, total attenuation, date of installation and test used.

b) Contractor shall submit (1) copy of software capable of viewing the electronic test result files.

3. High Pair Count Copper Cables

a) The Contractor shall test all high count copper cables and submit test result information in an electronic format. Minimal acceptable formats are Word 6.0 or Excel 95/97.

b) See project coordinator for required format for test report documentation.

END OF SECTION

SECTION 27 10 00
Structured Cabling System

1. STRUCTURED CABLING SYSTEM

The structured cabling system (SCS) shall consist of any or all of the following subsystems in accordance with ANSI/TIA/EIA and BICSI guidelines and shall consist of cable and connecting hardware manufactured by Berk-Tek/Leviton/Corning. For direct assistance in interpreting telecommunications specifications, the services of a Registered Communications Distribution Designer certified by the Building Industry Consulting Service International (BICSI) is recommended.

2. RESIDENTIAL CABLING SYSTEM REQUIREMENTS

2.1 General

- The system established in these Specifications is based upon services that are expected to be supported within each residential unit and to assist in the selection of the cabling infrastructure.

- For home automation and security systems cabling requirements, refer to the manufacturer's recommendations.

- Each cabled location provides a structured cabling system that meets the specified requirements for advanced and multimedia telecommunications services.

- This provides for both current and developing telecommunications services. As an example, this provides for telephone, satellite, community antenna television (CATV) and data services.

- It specifies twisted-pair cable and coaxial cable placed in a star topology.

- Minimum horizontal cabling requirements must consist of two (2) 4-pair UTP Berk-Tek Category 6 cables and (1) Berk-Tek 75-ohm coaxial horizontal cable from the Distribution Center Box (DCB) to each specified/optional outlet location. (The installation of individual telephone, coax, or data cable runs is prohibited).

- All Berk-Tek 75-ohm coaxial horizontal cables tails, pulled into the DCB for termination, shall not hang more than 10" below the bottom edge of the "Voice" patch panel after termination.

- Access service provider connectivity minimum requirements are two (2) Berk-Tek Category 6 cabling and two (2) Berk-Tek 75-ohm coaxial cable from the external service provider box to the DCB.

- Minimum horizontal cabling requirements consist of one (1) each 4-pair UTP Berk-Tek Category 6 cable horizontal cable from the Distribution Center Box

(DCB) to each specified individually located "Connecting System" location. I.e. Security System, Intercom System, Burglar Alarm System, Fire Alarm System, etc. or the specified systems shall be located in same wall bay, directly below the DCB

- Minimum horizontal cabling requirements consist of two (2) each 4-pair UTP Berk-Tek Category 6 cable horizontal cables from the Distribution Center Box (DCB) to the specified jointly located "Connecting System" location. I.e. Security System, Intercom System, Burglar Alarm System, Fire Alarm System, etc. or the specified systems shall be located in same wall bay, directly below the DCB

- Connectivity minimum requirements consist of one (1) Leviton 3-port faceplate, two (2) Leviton Category 6 connectors, and one (1) Berk-Tek 75-ohm coaxial connector at each specified outlet location. During construction, all faceplates must be kept clean and free of all construction related contaminates. I.e. Overspray, drywall plaster, etc.

- Connectivity minimum requirements consist of two (1) Leviton 4-port faceplate, two (2) Leviton Category 6 connectors, and two (2) Berk-Tek 75-ohm coaxial connector at each specified "Media Center" outlet location. During construction, all faceplates must be kept clean and free of all construction related contaminates. I.e. overspray, drywall plaster, etc.

3. SINGLE RESIDENTIAL UNIT CABLING SYSTEM

The following is a sequential trace of the cabling system, from the DCB to the terminal equipment in a single residential unit. The system requirements in this section are applicable to all media types described above. Grounding and bonding shall be performed in accordance with applicable electrical codes.

3.1 DCB – Requirements: See Attached Diagram and Material List

3.1.1 General

- A DCB shall be provided within each residence. The DCB is a cross-connect facility used for the termination and connection of horizontal cables and equipment cords.

- The DCB is used for connection of access providers to the residence and to facilitate moves, additions and changes of premises cabling within the residence.

- The contractor must provide a 2" conduit pathway from the DCB to an industry standard NID, (NEMA-rated flush mount box with cover) to facilitate the entrance of access provider media to each residence, i.e., Telephone/CATV.

- Access service provider connectivity minimum requirements are two (2) Berk-Tek Category 6 cabling and two (2) Berk-Tek 75-ohm coaxial cable from the external service provider box to the DCB.

- The contractor must connect all service provider boxes to the outside industry standard NID (NEMA-rated flush mount box) with a minimum 1" conduit.

- Space should be allocated adjacent to or within the DCB for the installation of a surge protection device for each conductive cable entering or leaving the building.

- Access to the building electrical ground shall be provided within the DCB and in accordance with applicable codes.

- The DCB may consist of a passive cross-connect facility or an active cross-connect facility, or both. As an example, an active cross-connect facility may be embodied in a residential gateway.

3.1.2 Location Requirements for the Distribution Device

- The DCB shall be installed inside the tenant's space in a location that is accessible for cabling maintenance.

- The location should be centralized within the tenant space, where practicable, to minimize the length of outlet cables. Required: Space allocation in the master bedroom closet.

- The DCB shall not be mounted on any exterior wall or garage wall.

- The DCB and associated equipment shall be recessed between stud spaces.

3.1.3 Wall Space Allocation for a Distribution Device and Associated Equipment

- Space allocation for the DCB and associated equipment is to have a width of 14.5" with a minimum overall height of at least 32".

3.1.4 Electrical Power

- A dedicated 15 a, 120 v AC nominal, nonswitchable duplex electrical outlet shall be provided within the DCB and labeled "DCB Power" in the resident's breaker box.

- A dedicated 20 a, 120 v AC nominal, nonswitchable duplex outside rated single gang electrical GFI outlet shall be provided within the NID (top right corner, facing down) and labeled "NID Power" in the resident's breaker box.

- The location and height of the electrical outlet should be appropriate for the DCB, NID and associated equipment being installed and shall be in compliance with applicable codes.

4. Horizontal Cables

Horizontal cables provide the transmission path from the DCB to the telecommunications outlet/connector. A horizontal cable may be connected through a transition point or consolidation point (TIA/EIA TSB-75).

- The length of each horizontal cable shall not exceed 90 m (295 ft.). The 90 m (295 ft.) length allows an operational length of 100 m (328 ft.) including patch cords or equipment cords.

4.1 Recognized Cable Requirements: See Section 27 15 00

Recognized horizontal cable includes:

- Berk-Tek 4-Pair UTP Category 6 (ANSI/TIA/EIA-568-C).
- Corning Single mode fiber (ANSI/TIA/EIA-492CAAA) (intended for outside plant and special case future applications).
- Series 6 coaxial (SCTE IPS-SP-001).

4.2 Cabling Topology For Outlet/Connectors

- Horizontal cabling shall be placed in a star topology.

4.3 Outlet Location Requirement: See Section 27 15 00.

- A minimum of one outlet location consisting of (2) Berk-Tek 4-Pair UTP Category 6 cables and (1) Berk-Tek Series 6 coaxial cable shall be cabled within each of the following rooms or similar living spaces as determined by the Community Development Director.

  Kitchen
  Bedroom
  Den/Study
  Desk/Tech Area
  Living Room
  Dining Room
  Garage

- A minimum of two outlet locations shall be cabled within each of the following rooms:

  Master bedroom

Family/great room; (a minimum of one must be located in the media center area)

A minimum of one outlet location consisting of (2) Berk-Tek 4-Pair UTP Category 6 cables and (2) Berk-Tek Series 6 coaxial cable shall be cabled to each "Media Center" location as determined by the Community Development Director.

- A sufficient number of telecommunications outlet locations should be planned to prevent the need for extension cords.

- Additional outlet locations should be provided so that no point along the floor line in any wall space is more than 7.6 m (25 ft.), measured horizontally from an outlet location in that space.

- Outlet mounting heights shall be in accordance with applicable codes.

4.4 Cable Pathways

- For new construction, a 2" conduit pathway shall be installed for future placement of satellite feeder cables between the DCB and the attic space.

- Horizontal pathways will expose the cable for any and all new construction. (Typically, exposed cabling is accomplished by placing the cables through holes in wall studs and ceiling joists before the walls and ceilings are sheathed). Proper care must be taken to route horizontal cabling a minimum of 1" from all in-wall electrical wiring. Direct contact must be avoided.

4.5 Telecommunications Outlet/Connector

The telecommunications outlet/connector shall be Leviton Category 6 and compatible with the media provided at that location.

- Some networks or services require application-specific electrical components (e.g., splitters, amplifier, impedance matching devices) at the telecommunications outlet/connector.

- These application-specific electrical components shall be placed external to the telecommunications outlet/connector.

4.6 Equipment Cords and Patch Cords

- Equipment cords extend from the telecommunications outlet location to the terminal/equipment connector. These cords are customer provided. Leviton Category 6 Equipment Cords are recommended to maintain Category 6 performance.

- Patch cords or jumpers are used for interconnections or cross-connections at the DCB. Leviton Category 6 Patch Cords are to be provided as part of these Specifications.
- For each channel, a total of 10 m (33 ft.) is allowed for equipment cords and patch cords.

4.7. Main Distribution Frame (MDF)

Construction of the MDF and LLCCP joint trench components, as specified below, must be completed in its entirety prior to the opening of any/all on site Sales Offices or Model Homes/Apartments. This construction is to also include, at a minimum, temporary single-mode fiber optic connectivity from MDF to Sales Offices and Model Homes/Apartments. Contractor must contact the City of Loma Linda for temporary requirement recommendations.

The MDF room is a centralized space for telecommunications equipment, computing equipment, video equipment that serves a designated housing development. The room shall house only equipment directly related to the telecommunications/computing/video systems and its environment support systems.

When selecting the MDF room site, avoid locations that are restricted by building components that limit expansion such as elevators, core, outside walls or other fixed building walls. Special attention for distance separation shall be given to electrical power supply transformers, motors and generators, radio, or radar transmitters, and induction sealing devices. It is desirable to locate the equipment room close to the main backbone pathway.

When designing the MDF room floor space, the room shall be designed to a minimum of 150 sq. ft. (10' X 15' with a minimum ceiling height of 9').

Installation of environmental control equipment, such as power distribution or conditioner, and UPS up to 100 kVA shall be permitted in the MDF room. UPS larger than 100 kVA should be located in a separate room. Equipment not related to the support of the MDF room (e.g., piping, ductwork, pneumatic tubing, etc.) shall not be installed or pass through the MDF room.

Each MDF requires the installation of a FM-200 Fire Suppression System or equivalent. All substitutions must be approved by the City of Loma Linda.

HFC-227 (FM-200), chemically known as heptafluoropropane, is an alternative fire suppression system agent manufactured in the United States by Great Lakes Chemical (FM-200) and DuPont Corporation (HFC-227). It is a replacement for the ozone depleting Halon 1301 used extensively before 1994.

FM-200 (HFC-227) has no ozone depletion potential. Its ODP is zero. FM-200 has found by leading toxicologists to be safe for use when people are present. Just as with Halon 1301, people can be exposed to normal extinguishing concentrations without any fear of health problems.

The MDF room shall be connected to the City owned fiber optic backbone via (2) 4"

conduit pathways. These 4" conduit pathways will be routed separately to accommodate redundant fiber optic cable path requirement. Additional provision can be found in TIA/EIA-569-A and the BICSI Telecommunications Distribution Design Manual.

Access shall be made available to the main telecommunications grounding system specified by ANSI/TIA/EIA-607.

- The MDF or main terminal space may be co-located with the entrance facility. It may also be used to house active equipment.
- The MDF may not be co-located with the Electrical Room.
- The MDF and electrical room may not share a common wall.
- The MDF or main terminal space may house the demarcation point for access providers and campus backbone cable.
- The associated pathways, protection devices, and any other equipment needed to provide a connection from the access providers' access lines, may also be located in the MDF or main terminal space.
- An MDF requires other support facilities such as power, heating, ventilation, and air conditioning (HVAC). For more information on Control Building/Equipment Rooms, see ANSI/TIA/EIA-569-A.
- Each MDF will house a power distribution panel dedicated to all electrical needs of the MDF. This power distribution panel will not house any non MDF related circuits. The MDF power distribution panel may not be subject to control by any other power distribution panel.

Listed below are additional provisions:

- A minimum of two walls should be covered with rigidly fixed (3/4 trade size) A-C plywood preferably void free, 8 ft. high, capable of supporting attached equipment. Plywood should be either fire rated or covered with two coats of fire retardant paint.
- The MDF floor must be painted or sealed with an industry approved concrete sealer.
- Lighting shall be a minimum of 50 foot candles measured 3 ft. above the finished floor.
- False ceiling shall not be provided.
- Access Door: Standard solid core metal door 36" X 80" X 1 ¾" thick door with rigid urethane insulated core. 18-guage steel used for door

construction. Hardware: Door closer LCN Model 1371 or equivalent. 3 each 4 ½" x 4 ½" Ball Bearing Hinges. Reinforcements: Hinges reinforced at all hardware locations. Lockset reinforced at strike. Reinforced hardware mounts. Frame: Pre-Assembled 16-guage steel. Standard Frame Face size 2" Standard Jamb Depth 4 ½" Standard Throat Opening 3 ½". Finish: All doors are finished with one coat primer and two coat exterior latex per manufactures' directions.

- Lockset: Schlage - electrified D80 24VDC Rhodes 626 Dull Chrome Finish.

- Transfer Hinge: - Marray TEF6C Brushed Chrome over steel. Standard weight, 5 knuckle ball bearing.

- Card Reader: - HID ThinLine II Reader (classic black) with 18" pigtail.

- Walls and ceiling shall be treated to eliminate dust. Finishes shall be light in color to enhance room lighting.

- Electrical: A minimum of four (4) dedicated 30A, 110V AC duplex electrical outlets, each on separate circuits, shall be provided for equipment power. Consideration should be given to identifying those outlets dedicated to telecommunications equipment. In addition, convenience duplex outlets shall be placed at 6 ft. intervals around the perimeter walls, at a height of 18 in. above the floor.

- A minimum of (2) 2-ton AC units shall be provided for each MDF Room. Units shall be Carrier Model # 40QAB024-331 Indoor unit, paired with Carreir Model # 38HDC024-3 Out door unit, or City approved alternate.

- These units shall be powered on separate circuits to accommodate redundancy requirements with all HVAC circuit breakers located within MDF.

- HVAC units to be permanently mounted to slab or structure. Exposed elements to be secured and protected from vandalism or theft.

- Exterior wiring or cables servicing HVAC unit to be run in rigid weatherproof conduit.

- Exterior ductwork to be enclosed in protective chase.

- If emergency power is available, consideration shall be given to automatic power backup.HVAC

- If an emergency power source is available in the building, it is desirable that at least one of the duplex outlets be so supplied.

- Floor loading capacity must be sufficient to bear both the distributed and concentrated load of installed equipment.

- The equipment room should not be located below water level; preventative measures should be taken to prevent water infiltration.

- Sources of electromagnetic interference, vibration, and contaminants shall be taken in consideration.

- TIA/EIA-569-A contains fire-stopping, sprinkler requirements, miscellaneous pathways, telecommunications recommendations of separation from less than 480V power lines. Further information of entrance rooms can be found in TIA/EIA-569-A and the BICSI Telecommunications Distribution Methods Manuals.

- An independent telecommunications grounding system as specified by ANSI/TIA/EIA 607, must be provided. Example Diagram 2:

Single-mode optical fiber

All intra-building, (within the building) fiber optic backbone cables shall meet the appropriate NEC flame and smoke specifications. These include NEC Article 800 for copper cables and Article 770 for fiber optics. All cables shall meet or exceed the electrical specifications of ANSI/TIA/EIA 568-C. In addition, Corning Cabling Systems, an ISO 9000 series manufacturer, is the manufacture of choice for all fiber optic cable and connectivity.

Installers should anticipate intra-building backbone fiber supporting voice/data/video applications shall be single mode fiber, unless otherwise specified by The City of Loma Linda.

Inter-building backbone fiber supporting data applications will also be single mode fiber, as specified by The City of Loma Linda. Fiber counts will also be specified by The City of Loma Linda, though it is suggested backbone cable should allow for a minimum 25% growth.

Optical Fiber Backbone Cable Specifications:

Transmission Parameters (outdoor single-mode):
Attenuation: 0.5dB/km at 1310 nm
.0.5dB/km at 1550 nm
Operating Temperature Range: -40 degrees F to 158 degrees F

All fiber optic cable installed for The City of Loma Linda shall conform to the Corning Cabling Systems manufacturer warranty requirements.

The type of connectors used for all fiber optic cabling shall be "SC" (UPC) uniform polish connector at each residence and "SC" (APC) angle polish connector at each MDF, as determined by the City of Loma Linda for any new installation and shall conform to requirements of Corning cabling Systems.

All splicing of backbone fiber optic cables shall be "Fusion" type.

Backbone Distance in accordance with TIA/EIA 568-B.1 are as follows:

- Single-mode Fiber Applications: 9,840 ft.

While it is recognized that the capabilities of single-mode fiber may allow for backbone link distances of up to 37 miles, this distance is generally considered to extend outside the scope of TIA/EIA 568-B.1.

4.8 Interbuilding Telecommunications Backbone Pathways

- Interbuilding telecommunications backbone pathways provide a means of interconnecting separate buildings and consist of underground, buried, aerial, and tunnel pathways.

- The City of Loma Linda Community Development Department must approve all routing of interbuilding telecommunications backbone pathways during the planning process.

- Minimum conduit sizing for outside plant conduit from the MDF to each splice node vault shall be 2 inches.

- An industry standard splice node vault shall be provided for each eight (8) homes. All vaults shall be sized to accommodate fiber optic splice enclosures.

- The splice node vault shall be a Carson Industries, M-series G2436-18 (medium duty) or Utility Vault Company equal, with a static vertical load rating of Tier 5 – (Design Load 5,200lbf); (Test Load 11,282lbf) or equal.

- Minimum splice node vault size shall be 24"x36"x36".

- Minimum conduit sizing for an individual residence pathway shall be 2" from the splice node vault to the industry standard NEMA-rated flush mount box at each residence.

- Each splice node vault is to serve a maximum of (8) eight residences.

- The developer shall be responsible for providing two (2), 4" conduits or (1) Quad Duct", from the MDF to the closest City-owned fiber-optic backbone connection point. This is to be determined at the plan check phase.

- The developer shall be responsible for providing four (4) 1" OSP rated inner ducts or two (2), 1" and one 1.5" OSP rated inner duct in each 4" conduit. This is to be determined at the plan check phase.

- The developer must provide industry standard pull strings in each conduit pathway.

- For more information on interbuilding telecommunications backbone pathways, see ANSI/TIA/EIA-758.

4.9 Interbuilding Fiber-Optic Backbone

- A minimum of one continuous strand, single-mode fiber-optic cable shall be provided from the MDF, through the splice node vault to each individual single family residence and each unit of a multi-dwelling unit.

- Each of the above required, strands of single-mode fiber-optic cable shall have "SC" type (UPC) connectors installed at each residence and "SC" type (APC) connectors installed at the MDFs. The connector shall be the SC-type.

- As an additional requirement, A minimum of one additional continuous strand, single-mode fiber-optic cable shall be provided from the splice node vault to each individual commercial tenant space to allow connectivity access to service providers.

- These additional strands of single-mode fiber-optic cable shall have a "SC" type (UPC) connector installed at the tenant space only. The other ends are to be coiled and left un-terminated in the splice node vault.

- At each individual residence a fiber storage spool shall be provided and utilized within the DCB.

- At the MDF a minimum of one (1) 19" x 8' industry standard rack and one (1) adjustable depth 4 post rack shall be provided and installed side by side. Additional free room space must be dedicated to allow future install of one (1) additional 19" X 8' industry standard rack and one (1) additional adjustable depth 4 post rack with appropriate vertical wire management. It shall be mounted and braced as per applicable standards and local codes.

- At the MDF on the 19" X 8' standard equipment rack, the top 4 rack units are to be dedicated space for fiber optic backbone termination shelves and splice housings.

- At the MDF a minimum of three (3) vertical wire managers shall be provided and installed. (1) between the (2) racks and (1) at each end of rack row.

- At the MDF all individual single-mode fiber-optic strands shall be terminated with "SC" type (APC) connectors and shall be routed and connected to a Corning rack mount pigtailed closet connector housing panel with a 12-fiber shelf.

- Maximum fiber-optic cable outside diameter shall not exceed 1" in each 2" conduit and ½" in each 1" conduit.

- All single mode fiber-optic strands must be tested, certified and labeled in accordance with industry standards after installation and termination.

- The developer shall be responsible to provide all material and labor to accommodate all necessary fiber-optic splice hardware.

5. MULTITENANT INFRASTRUCTURE

5.1 General

The following is a sequential trace of the cabling system for the multi-tenant/campus infrastructure from the new Control Building MDF to the DCB located in each individual residence in a campus environment.

- The Control Building (MDF) will be located on the development property at a TBD position. Contractors shall contact the City of Loma Linda for location recommendations.

- The DCB will be located in the individual residence or tenant space.

- Access to shared-use space shall be controlled by the building owner or agent.

- Where the total length of cabling from the demarcation point to the furthest outlet exceeds 150 m (492 ft.), the access provider shall be notified at the design stage to accommodate transmission requirements.

- Grounding and bonding shall be performed in accordance with applicable electrical codes. For multi tenant buildings, ANSI/TIA/EIA-607 provides additional bonding and grounding information.

5.2 DCB – Requirements: See Attached Diagram and Material List

5.2.1 General

- A DCB shall be provided within each residence. The DCB is a cross-connect facility used for the termination and connection of horizontal cables and equipment cords.

- The DCB is used for connection of access providers to the residence and to facilitate moves, additions and changes of premises cabling within the residence.

- The contractor must provide a 1" conduit pathway from the DCB to an industry standard NID, (NEMA-rated flush mount box with cover) to facilitate the entrance of access provider media to each residence, i.e., Telephone/CATV.

- Access service provider connectivity minimum requirements are two (2) Berk-Tek Category 6 cabling and two (2) Berk-Tek 75-ohm coaxial cable from the external service provider box to the DCB.

- The contractor must connect all service provider boxes to the outside industry standard NID (NEMA-rated flush mount box) with a minimum 1" conduit.

- Space should be allocated adjacent to or within the DCB for the installation of a surge protection device for each conductive cable entering or leaving the building.

- Access to the building electrical ground shall be provided within the DCB and in accordance with applicable codes.

- The DCB may consist of a passive cross-connect facility or an active cross-connect facility, or both. As an example, an active cross-connect facility may be embodied in a residential gateway.

5.2.2 Location Requirements for the DCB

- The DCB shall be installed inside the tenant's space in a location that is accessible for cabling maintenance.

- The location should be centralized within the tenant space, where practicable, to minimize the length of outlet cables. Required: Space allocation in the master bedroom closet.

- The DCB shall not be mounted on any exterior wall or garage wall.

- The DCB and associated equipment shall be recessed between stud spaces.

5.2.3 Wall Space Allocation for a DCB and Associated Equipment

- Space allocation for the DCB and associated equipment is to have a width of 14.5" with a minimum overall height of at least 36".

5.2.4 Electrical Power

- A dedicated 15 a, 120 v AC nominal, nonswitchable duplex electrical outlet shall be provided within the DCB and labeled "DCB Power" in the resident's breaker box.

- A dedicated 20 a, 120 v AC nominal, nonswitchable duplex outside rated single gang electrical GFI outlet shall be provided within the NID (top right corner, facing down) and labeled "NID Power" in the resident's breaker box.

- The location and height of the electrical outlet should be appropriate for the DCB and associated equipment being installed and shall be in compliance with applicable codes.

- The location and height of the electrical outlet should be appropriate for the NID and associated equipment being installed and shall be in compliance with applicable codes.

5.3 Horizontal Cables

Horizontal cables provide the transmission path from the DCB to the telecommunications outlet/connector. A horizontal cable may be connected through a transition point or consolidation point (TIA/EIA TSB-75).

- The length of each horizontal cable shall not exceed 90 m (295 ft.). The 90 m (295 ft.) length allows an operational length of 100 m (328 ft.) including patch cords or equipment cords.

5.3.1 Recognized Cable Requirements: See Section 27 15 00.

Recognized horizontal cable includes:

- Berk-Tek 4-Pair UTP Category 6 (ANSI/TIA/EIA-568-B).
- Corning Single mode fiber (ANSI/TIA/EIA-492CAAA) (intended for outside plant and special case future applications).
- Series 6 coaxial (SCTE IPS-SP-001).

5.3.2 Cabling Topology For Outlet/Connectors

- Horizontal cabling shall be placed in a star topology.

5.3.3 Outlet Location Requirement: See Section 27 15 00.

- A minimum of one outlet location consisting of (2) Berk-Tek 4-Pair UTP Category 6 cables and (1) Berk-Tek Series 6 coaxial cable shall be cabled within each of the following rooms or similar living spaces as determined by the Community Development Director.

  Kitchen
  Bedroom
  Den/Study
  Desk/Tech Area
  Living Room
  Dining Room
  Garage

- A minimum of two outlet locations shall be cabled within each of the following rooms:

  Master Bedroom
  Family/great room; (a minimum of one must be located in the media center area)

A minimum of one outlet location consisting of (2) Berk-Tek 4-Pair UTP Category 6 cables and (2) Berk-Tek Series 6 coaxial cable shall be cabled to each "Media Center" location as determined by the Community Development Director.

- A sufficient number of telecommunications outlet locations should be planned to prevent the need for extension cords.

- Additional outlet locations should be provided so that no point along the floor line in any wall space is more than 7.6 m (25 ft.), measured horizontally from an outlet location in that space.

- Outlet mounting heights shall be in accordance with applicable codes.

5.3.4 Cable Pathways

- Horizontal pathways will expose the cable for any and all new construction. (Typically, exposed cabling is accomplished by placing the cables through holes in wall studs and ceiling joists before the walls and ceilings are sheathed). Proper care must be taken to route horizontal cabling a minimum of 1" from all in-wall electrical wiring. Direct contact must be avoided.

5.4 Telecommunications Outlet/Connector

The telecommunications outlet/connector shall be Leviton Category 6 and compatible with the media provided at that location.

- Some networks or services require application-specific electrical components (e.g., splitters, amplifier, impedance matching devices) at the telecommunications outlet/connector.

- These application-specific electrical components shall be placed external to the telecommunications outlet/connector.

5.5 Equipment Cords and Patch Cords

- Equipment cords extend from the telecommunications outlet location to the terminal/equipment connector. These cords are customer provided. Leviton Category 6 Equipment Cords are recommended to maintain Category 6 performance.

- Patch cords or jumpers are used for interconnections or cross-connections at the DCB. Leviton Category 6 Patch Cords are to be provided as part of these Specifications.

- For each channel, a total of 10 m (33 ft.) is allowed for equipment cords and patch cords.
-

5.6 Main Distribution Frame (MDF)

Construction of the MDF and LLCCP joint trench components, as specified below, must be completed in its entirety prior to the opening of any/all on site Sales Offices or Model Homes/Apartments. This construction is to also include, at a minimum, temporary single-mode fiber optic connectivity from MDF to Sales Offices and Model Homes/Apartments. Contractor must contact the City of Loma Linda for temporary requirement recommendations.

The MDF room is a centralized space for telecommunications equipment, computing equipment, video equipment that serves a designated housing development. The room shall house only equipment directly related to the telecommunications/computing/video systems and its environment support systems.

When selecting the MDF room site, avoid locations that are restricted by building components that limit expansion such as elevators, core, outside walls or other fixed building walls. Special attention for distance separation shall be given to electrical power supply transformers, motors and generators, radio, or radar transmitters, and induction sealing devices. It is desirable to locate the equipment room close to the main backbone pathway.

When designing the MDF internal room floor space, the room shall be designed to a minimum of 150 sq. ft. (10' X 15' with a minimum ceiling height of 9'.).

Installation of environmental control equipment, such as power distribution or conditioner, and UPS up to 100 kVA shall be permitted in the MDF room. UPS larger than 100 kVA should be located in a separate room. Equipment not related to the support of the MDF room (e.g., piping, ductwork, pneumatic tubing, etc.) shall not be installed or pass through the MDF room.

Each MDF requires the installation of a FM-200 Fire Suppression System or equivalent. All substitutions must be approved by the City of Loma Linda.

HFC-227 (FM-200), chemically known as heptafluoropropane, is an alternative fire suppression system agent manufactured in the United States by Great Lakes Chemical (FM-200) and DuPont Corporation (HFC-227). It is a replacement for the ozone depleting Halon 1301 used extensively before 1994.

FM-200 (HFC-227) has no ozone depletion potential. Its ODP is zero. FM-200 has found by leading toxicologists to be safe for use when people are present. Just as with Halon 1301, people can be exposed to normal extinguishing concentrations without any fear of health problems.

The MDF room shall be connected to the City owned fiber optic backbone via (2) 4" conduit pathways. These 4" conduit pathways will be routed separately to accommodate

redundant fiber optic cable path requirement. Additional provision can be found in TIA/EIA-569-A and the BICSI Telecommunications Distribution Design Manual.

Access shall be made available to the main telecommunications grounding system specified by ANSI/TIA/EIA-607.

- The MDF or main terminal space may be co-located with the entrance facility. It may also be used to house active equipment.
- The MDF may not be co-located with the Electrical Room.
- The MDF and electrical room may not share a common wall.
- The MDF or main terminal space may house the demarcation point for access providers and campus backbone cable.
- The associated pathways, protection devices, and any other equipment needed to provide a connection from the access providers' access lines, may also be located in the MDF or main terminal space.
- An MDF requires other support facilities such as power, heating, ventilation, and air conditioning (HVAC). For more information on Control Building/Equipment Rooms, see ANSI/TIA/EIA-569-A.
- Each MDF will house a power distribution panel dedicated to all electrical needs of the MDF. This power distribution panel will not house any non MDF related circuits. The MDF power distribution panel may not be subject to control by any other power distribution panel.

Listed below are additional provisions:

- A minimum of two walls should be covered with rigidly fixed (3/4 trade size) A-C plywood preferably void free, 8 ft. high, capable of supporting attached equipment. Plywood should be either fire rated or covered with two coats of fire retardant paint.
- The MDF floor must be painted or sealed with an industry approved concrete sealer.
- Lighting shall be a minimum of 50 foot candles measured 3 ft. above the finished floor.
- False ceiling shall not be provided.
- Access Door: Standard solid core metal door 36" X 80" X 1 ¾" thick

door with rigid urethane insulated core. 18-guage steel used for door construction. Hardware: Door closer LCN Model 1371 or equivalent. 3 each 4 ½" x 4 ½" Ball Bearing Hinges. Reinforcements: Hinges reinforced at all hardware locations. Lockset reinforced at strike. Reinforced hardware mounts. Frame: Pre-Assembled 16-guage steel. Standard Frame Face size 2" Standard Jamb Depth 4 ½" Standard Throat Opening 3 ½". Finish: All doors are finished with one coat primer and two coat exterior latex per manufactures' directions.

- Lockset: Schlage - electrified D80 24VDC Rhodes 626 Dull Chrome Finish.

- Transfer Hinge: - Marray TEF6C Brushed Chrome over steel. Standard weight, 5 knuckle ball bearing.

- Card Reader: - HID ThinLine II Reader (classic black) with 18" pigtail.

- Walls and ceiling shall be treated to eliminate dust. Finishes shall be light in color to enhance room lighting.

- Electrical: A minimum of four (4) dedicated 30A, 110V AC duplex electrical outlets, each on separate circuits, shall be provided for equipment power. Consideration should be given to identifying those outlets dedicated to telecommunications equipment. In addition, convenience duplex outlets shall be placed at 6 ft. intervals around the perimeter walls, at a height of 6 in. above the floor.

- A minimum of (2) 2-ton AC units shall be provided for each MDF Room. Units shall be Carrier Model # 40QAB024-331 Indoor unit, paired with Carreir Model # 38HDC024-3 Out door unit, or City approved alternate.

- These units shall be powered on separate circuits to accommodate redundancy requirements with all HVAC circuit breakers located within MDF.

- HVAC units to be permanently mounted to slab or structure. Exposed elements to be secured and protected from vandalism or theft.

- Exterior wiring or cables servicing HVAC unit to be run in rigid weatherproof conduit.

- Exterior ductwork to be enclosed in protective chase.

- If emergency power is available, consideration shall be given to

automatic power backup.HVAC

- If an emergency power source is available in the building, it is desirable at at least one of the duplex outlets be so supplied.

- Floor loading capacity must be sufficient to bear both the distributed and concentrated load of installed equipment.

- The equipment room should not be located below water level; preventative measures should be taken to prevent water infiltration.

- Sources of electromagnetic interference, vibration, and contaminants shall be taken in consideration.

TIA/EIA-569-B contains fire-stopping, sprinkler requirements, miscellaneous pathways, telecommunications recommendations of separation from less than 480V power lines. Further information of entrance rooms can be found in TIA/EIA-569-B and the BICSI Telecommunications Distribution Methods Manuals.

Recognized Backbone Cables in accordance with the City of Loma Linda Connected Community Program and ANSI/TIA/EIA 568-B are noted below.

- Single-mode optical fiber

All intra-building, (within the building) fiber optic backbone cables shall meet the appropriate NEC flame and smoke specifications. These include NEC Article 800 for copper cables and Article 770 for fiber optics. All cables shall meet or exceed the electrical specifications of ANSI/TIA/EIA 568-B. In addition, Corning Cabling Systems, an ISO 9000 series manufacturer, is the manufacture of choice for all fiber optic cable and connectivity.

Installers should anticipate intra-building backbone fiber supporting voice/data/video applications shall be singlemode fiber, unless otherwise specified by The City of Loma Linda.

Inter-building backbone fiber supporting data applications will also be singlemode fiber, as specified by The City of Loma Linda. Fiber counts will also be specified by The City of Loma Linda, though it is suggested backbone cable should allow for a minimum 25% growth.

Optical Fiber Backbone Cable Specifications:

Transmission Parameters (outdoor single-mode):

Attenuation: 0.5dB/km at 1310 nm
.0.5dB/km at 1550 nm
Operating Temperature Range: -40 degrees F to 158 degrees F

All fiber optic cable installed for The City of Loma Linda shall conform to the Corning Cabling Systems manufacturer warranty requirements.

The type of connectors used for all fiber optic cabling shall be "SC" (UPC uniform polish connectors at each residence and "SC" (APC) angle polish connector at each MDF, as determined by the City of Loma Linda for any new installation and shall conform to requirements of Corning cabling Systems.

All splicing of backbone fiber optic cables shall be "Fusion" type.

Backbone Distance in accordance with TIA/EIA 568-B.1 are as follows:

- Single-mode Fiber Applications: 9,840 ft.

While it is recognized that the capabilities of single-mode fiber may allow for backbone link distances of up to 37 miles, this distance is generally considered to extend outside the scope of TIA/EIA 568-B.1.

5.7 Equipment Room

- In multi tenant dwellings an equipment room may house the entrance facility, the main terminal space, and a floor-serving terminal.
- An equipment room typically houses more equipment than a floor-serving terminal and it has different space requirements.
- An equipment room requires other support facilities such as power, heating, ventilation and air conditioning (HVAC). For more information on equipment rooms, see ANSI/TIA/EIA-569-A.
- For proper sizing of an equipment room, refer to the ANSI/EIA/ITA-569-A.

5.8 Floor-Serving Terminal

- The floor-serving terminal is the space where backbone and horizontal cables terminate.

- A floor-serving terminal should be located on each floor or every third floor, thus serving the floor it is on and the floors above and below.

- The floor-serving terminal should be in a common area and easily accessible. The minimum size of the space shall be in accordance with Table 4.

- The floor-serving terminal may be required to be expanded in size to accommodate additional hardware.

Table 4 – Minimum Space For Floor-Serving Terminal

- Minimum space for first five (5) tenant units

    - 370 mm (14.5") wide
    - 610 mm (24") high
    - 775 mm (30.5") wide
    - 610 mm (24") high

- Minimum additional space per tenant unit

    - 32270 sq. mm
    - (50 sq. in.)
    - 64540 sq. mm
    - (100 sq. in.)

- If active equipment is placed within the floor-serving terminal, a dedicated unswitched 15 a, 120 v AC nominal outlets shall be provided within 1.5 m (5 ft.) of the floor-serving terminal.

- The height of the electrical outlet should be appropriate for the floor-serving terminal being installed and shall be in compliance with codes.

5.9 Backbone Pathways

5.9.1 General

- Within buildings consideration should be given to establishing spare pathway capacity (i.e., conduit w/pull-string) for future media additions or modifications that would be difficult or impossible to cable.

5.9.2. Intrabuilding Backbone/Horizontal Pathways: See Section 27 05 28.

- Intrabuilding pathways typically employ conduits, sleeves, slots or cable trays (w/pull-string) as a means for placing backbone cable.

- A minimum of one (1) #4 trade size conduit or sleeve (w/pull-string) shall be provided for each backbone pathway where backbone cable

extends from the main Equipment Room to a floor-serving terminal space.

- A minimum of one (1) 1" conduit (w/pull-string) shall be provided from the main Equipment Room or the associated floor-serving terminal to the DCB at each individual residence.

- Where cable bundles with an equivalent diameter of 25 mm (1") or less extend through each apartment closet, a minimum of one (1) (1 ½") trade size conduit or sleeve shall be provided for the backbone pathways.

- For more information on intrabuilding pathways, see ANSI/TIA/EIA-569-A.

5.9.3 Interbuilding Telecommunications Backbone Pathways

- Interbuilding telecommunications backbone pathways provide a means of interconnecting separate buildings and consist of underground, buried, aerial and tunnel pathways.

- Minimum conduit sizing for all outside plant conduit shall be 2".

- An industry standard splice node vault shall be provided for each multti-tenant building. All vaults shall be sized to accommodate fiber optic splice enclosures.

- The splice node vault shall be a Carson Industries, M-series G2436-18 (medium duty) or Utility Vault Company equal, with a static vertical load rating of Tier 5 – (Design Load 5,200lbf); (Test Load 11,282lbf) or equal.

- Minimum splice node vault size shall be 24"x36"x36".

- Minimum conduit sizing for each individual multi-tenant/commercial building shall be 2" from the splice node vault to the main Equipment Room.

- The developer shall be responsible for providing two (2), 4" conduits from the MDF to the closest City-owned fiber-optic backbone connection point. This is to be determined at the plan check phase.

- The developer shall be responsible for providing four (4) 1" OSP rated inner ducts or two (2), 1" and one 1.5" inner duct in each 4" conduit. This is to be determined at the plan-check phase.

- The developer must provide industry standard pull strings in each conduit pathway.

- For more information on interbuilding telecommunications backbone pathways, see ANSI/TIA/EIA-758.

5.10Backbone Cabling

5.10.1 Recognized Cables

Recognized backbone cables include: SEE Section 27 15 00.

- Corning Single mode fiber (ANSI/TIA/EIA-492CAAA).
- Berk-Tek Hard-line coaxial (SCTE IPS-SP-100).
- Berk-Tek Series 6 coaxial (SCTE IPS-SP-001).

5.10.2 Topology

- A star topology should be implemented for optical fiber backbone cabling.
- Coaxial backbone cable may be implemented using a star topology.

5.10.3 Interbuilding Cabling Protection

- When buildings are connected with interbuilding cabling, the applicable fusing and voltage protection codes shall be followed.

5.10.4 Interbuilding Fiber-Optic Backbone

- A minimum of one continuous strand, single-mode fiber-optic cable shall be provided from the MDF, through the splice node vault to each individual residence.
- Each of the above required, strands of single-mode fiber-optic cable shall have "SC" type (UPC) connectors installed at each residence and "SC" type (APC) connectors installed at each MDF. The connector shall be the SC-type.
- As an additional requirement, A minimum of one additional continuous strand, single-mode fiber-optic cable shall be provided from the splice node vault to each individual residence to allow connectivity access to service providers.
- These additional strands of single-mode fiber-optic cable shall have a "SC" type (UPC) connector installed at the residence only. The other ends are to be coiled and left un-terminated in the splice node vault.
- At each individual residence a fiber storage spool shall be provided and utilized within the DCB.

- At the MDF a minimum of one (1) 19" x 8' industry standard rack and one (1) adjustable depth 4 post rack shall be provided and installed side by side. Additional free room space must be dedicated to allow future install of one (1) additional 19" X 8' industry standard rack and one (1) additional adjustable depth 4 post rack with appropriate vertical wire management. It shall be mounted and braced as per applicable standards and local codes.

- At the MDF on the 19" X 8' standard equipment rack, the top 4 rack units are to be dedicated space for fiber optic backbone termination shelves and splice housings.

- At the MDF a minimum of three (3) vertical wire managers shall be provided and installed. (1) between the (2) racks and (1) at each end of rack row.

- At the MDF all individual single-mode fiber-optic strands shall be terminated with "SC" type (APC) connectors and shall be routed and connected to a Corning rack mount pigtailed closet connector housing panel with a 12-fiber shelf.

- Maximum fiber-optic cable outside diameter shall not exceed 1" in each 2" conduit and ½" in each 1" conduit.

- All single-mode fiber-optic strands must be tested, certified and labeled in accordance with industry standards after installation and termination.

- The developer shall be responsible for providing all material and labor to accommodate all necessary fiber-optic splice hardware.

6. COMMERCIAL/CAMPUS INFRASTRUCTURE

6.1 General

The following is a sequential trace of the cabling system for the commercial/campus infrastructure from the new Control Building MDF to the main Equipment Room located in each individual commercial building in a campus environment.

- The Control Building MDF will be located on the development property at a TBD position.

- The main Equipment Room will be located in each building or each tenant space.

- Access to shared-use space shall be controlled by the building owner or agent.

- Grounding and bonding shall be performed in accordance with applicable electrical codes. For multi tenant buildings, ANSI/TIA/EIA-607 provides additional bonding and grounding information.

- Each Control Building MDF will house a power distribution panel dedicated to all electrical needs of the MDF. This power distribution panel will not house any non-MDF related circuits. The MDF power distribution panel may not be subject to control by any other power distribution panel.

6.2 Main Distribution Frame (MDF)

Construction of the MDF and LLCCP joint trench components, as specified below, must be completed in its entirety prior to the opening of any commercial space or on-site Sales Office. This construction is to also include, at a minimum, temporary single-mode fiber optic connectivity from MDF to commercial space or on-site Sales Office. Contractor must contact the City of Loma Linda for temporary requirement recommendations.

The MDF room is a centralized space for telecommunications equipment, computing equipment, video equipment that serves a designated housing development. The room shall house only equipment directly related to the telecommunications/computing/video systems and its environment support systems.

When selecting the MDF room site, avoid locations that are restricted by building components that limit expansion such as elevators, core, outside walls or other fixed building walls. Special attention for distance separation shall be given to electrical power supply transformers, motors and generators, radio, or radar transmitters, and induction sealing devices. It is desirable to locate the equipment room close to the main backbone pathway.

When designing the MDF room floor space, the room shall be designed to a minimum of 150 sq. ft. (10' X 15' with a minimum ceiling height of 9')..

Installation of environmental control equipment, such as power distribution or conditioner, and UPS up to 100 kVA shall be permitted in the MDF room. UPS larger than 100 kVA should be located in a separate room. Equipment not related to the support of the MDF room (e.g., piping, ductwork, pneumatic tubing, etc.) shall not be installed or pass through the MDF room.

Each MDF requires the installation of a FM-200 Fire Suppression System or equivalent. All substitutions must be approved by the City of Loma Linda.

HFC-227 (FM-200), chemically known as heptafluoropropane, is an alternative fire suppression system agent manufactured in the United States by Great Lakes Chemical (FM-200) and DuPont Corporation (HFC-227). It is a replacement for the ozone depleting Halon 1301 used extensively before 1994.

FM-200 (HFC-227) has no ozone depletion potential. Its ODP is zero. FM-200 has found by leading toxicologists to be safe for use when people are present. Just as with Halon 1301, people can be exposed to normal extinguishing concentrations without any fear of health problems.

The MDF room shall be connected to the City owned fiber optic backbone via (2) 4" conduit pathways. These 4" conduit pathways will be routed separately to accommodate redundant fiber optic cable path requirement. Additional provision can be found in TIA/EIA-569-A and the BICSI Telecommunications Distribution Design Manual.

Access shall be made available to the main telecommunications grounding system specified by ANSI/TIA/EIA-607.

- The MDF or main terminal space may be co-located with the entrance facility. It may also be used to house active equipment.
- The MDF may not be co-located with the Electrical Room.
- The MDF and electrical room may not share a common wall.
- The MDF or main terminal space may house the demarcation point for access providers and campus backbone cable.
- The associated pathways, protection devices, and any other equipment needed to provide a connection from the access providers' access lines, may also be located in the MDF or main terminal space.
- An MDF requires other support facilities such as power, heating, ventilation, and air conditioning (HVAC). For more information on Control Building/Equipment Rooms, see ANSI/TIA/EIA-569-A.
- Each MDF will house a power distribution panel dedicated to all electrical needs of the MDF. This power distribution panel will not house any non MDF related circuits. The MDF power distribution panel may not be subject to control by any other power distribution panel.

Listed below are additional provisions:

- A minimum of two walls should be covered with rigidly fixed (3/4 trade size) A-C plywood preferably void free, 8 ft. high, capable of supporting attached equipment. Plywood should be either fire rated or covered with two coats of fire retardant paint.
- The MDF floor must be painted or sealed with an industry approved concrete sealer.
- Lighting shall be a minimum of 50 foot candles measured 3 ft. above the finished floor.

- False ceiling shall not be provided.

- Access Door: Standard solid core metal door 36" X 80" X 1 ¾" thick door with rigid urethane insulated core. 18-guage steel used for door construction. Hardware: Door closer LCN Model 1371 or equivalent. 3 each 4 ½" x 4 ½" Ball Bearing Hinges. Reinforcements: Hinges reinforced at all hardware locations. Lockset reinforced at strike. Reinforced hardware mounts. Frame: Pre-Assembled 16-guage steel. Standard Frame Face size 2" Standard Jamb Depth 4 ½" Standard Throat Opening 3 ½". Finish: All doors are finished with one coat primer and two coat exterior latex per manufactures' directions.

- Lockset: Schlage - electrified D80 24VDC Rhodes 626 Dull Chrome Finish.

- Transfer Hinge: - Marray TEF6C Brushed Chrome over steel. Standard weight, 5 knuckle ball bearing.

- Card Reader: - HID ThinLine II Reader (classic black) with 18" pigtail.

- Walls and ceiling shall be treated to eliminate dust. Finishes shall be light in color to enhance room lighting.

- Electrical: A minimum of four (4) dedicated 30A, 110V AC duplex electrical outlets, each on separate circuits, shall be provided for equipment power. Consideration should be given to identifying those outlets dedicated to telecommunications equipment. In addition, convenience duplex outlets shall be placed at 6 ft. intervals around the perimeter walls, at a height of 6 in. above the floor.

- A minimum of (2) 2-ton AC units shall be provided for each MDF Room. Units shall be Carrier Model # 40QAB024-331 Indoor unit, paired with Carreir Model # 38HDC024-3 Out door unit, or City approved alternate.

- These units shall be powered on separate circuits to accommodate redundancy requirements with all HVAC circuit breakers located within MDF.

- HVAC units to be permanently mounted to slab or structure. Exposed elements to be secured and protected from vandalism or theft.

- Exterior wiring or cables servicing HVAC unit to be run in rigid weatherproof conduit.

- Exterior ductwork to be enclosed in protective chase.

- If emergency power is available, consideration shall be given to automatic power backup HVAC

- If an emergency power source is available in the building, it is desirable that at least one of the duplex outlets be so supplied.

- Floor loading capacity must be sufficient to bear both the distributed and concentrated load of installed equipment.

- The equipment room should not be located below water level; preventative measures should be taken to prevent water infiltration.

- Sources of electromagnetic interference, vibration, and contaminants shall be taken in consideration.

- Access shall be made available to the independent telecommunications grounding system specified by ANSI/TIA/EIA 607.

TIA/EIA-569-A contains fire-stopping, sprinkler requirements, miscellaneous pathways, telecommunications recommendations of separation from less than 480V power lines. Further information of entrance rooms can be found in TIA/EIA-569-A and the BICSI Telecommunications Distribution Methods Manuals.

Recognized Backbone Cables in accordance with the City of Loma Linda Connected Community Program and ANSI/TIA/EIA 568-B are noted below.

- Single-mode optical fiber

All intra-building, (within the building) fiber optic backbone cables shall meet the appropriate NEC flame and smoke specifications. These include NEC Article 800 for copper cables and Article 770 for fiber optics. All cables shall meet or exceed the electrical specifications of ANSI/TIA/EIA 568-B. In addition, Corning Cabling Systems, an ISO 9000 series manufacturer, is the manufacture of choice for all fiber optic cable and connectivity.

Installers should anticipate intra-building backbone fiber supporting voice/data/video applications shall be singlemode fiber, unless otherwise specified by The City of Loma Linda.

Inter-building backbone fiber supporting data applications will also be singlemode fiber, as specified by The City of Loma Linda. Fiber counts will also be specified by The City

of Loma Linda, though it is suggested backbone cable should allow for a minimum 25% growth.

Optical Fiber Backbone Cable Specifications:

Transmission Parameters (outdoor single-mode):
Attenuation: 0.5dB/km at 1310 nm
.0.5dB/km at 1550 nm
Operating Temperature Range: -40 degrees F to 158 degrees F

All fiber optic cable installed for The City of Loma Linda shall conform to the Corning Cabling Systems manufacturer warranty requirements.

The type of connectors used for all fiber optic cabling shall be "SC" (UPC) uniform polish connector at each residence and "SC" (APC) angle polish connector at each MDF, as determined by the City of Loma Linda for any new installation and shall conform to requirements of Corning cabling Systems.

All splicing of backbone fiber optic cables shall be "Fusion" type.

Backbone Distance in accordance with TIA/EIA 568-B.1 are as follows:

- Single-mode Fiber Applications: 9,840 ft.

While it is recognized that the capabilities of single-mode fiber may allow for backbone link distances of up to 37 miles, this distance is generally considered to extend outside the scope of TIA/EIA 568-B.1.

6.3 Entrance Facility considerations

- The building entrance facility consists of the telecommunications service entrance to the building, including the entrance point through the building wall, and continuing to the entrance room or space. The entrance facility may contain the backbone pathways that link to the main Equipment room and to other buildings in campus situations.

- The City of Loma Linda and all carriers and telecommunications providers involved in providing service to the building shall be contacted to establish their requirements and explore alternatives for delivering service.

- An alternate entrance facility should be provided where security, continuity of service, or other special needs exist.

- The location of other utilities, such as electrical, water, gas, and sewer, shall be considered in the selection of the telecommunications entrance facility.

- In single or multi tenant buildings, an equipment room may house the entrance facility.

- For recommendations on all commercial building communication entrance facility infrastructure design requirements such as, proper sizing of an entrance facility, intra-building pathway design and building entrance conduit design, etc., refer to the ANSI/EIA/ITA-569-A.

6.4 Equipment Room

- In single or multi tenant buildings, an equipment room may house the entrance facility, the MDF, and a floor-serving terminal.

- An equipment room typically houses more equipment than a floor-serving terminal and it has different space requirements.

- An equipment room requires other support facilities such as power, heating, ventilation and air conditioning (HVAC). For more information on equipment rooms, see ANSI/TIA/EIA-569-A.

- Each Equipment Room requires the installation of a FM-200 Fire Suppression System.

- HFC-227 (FM-200), chemically known as heptafluoropropane, is an alternative fire suppression system agent manufactured in the United States by Great Lakes Chemical (FM-200) and DuPont Corporation (HFC-227). It is a replacement for the ozone depleting Halon 1301 used extensively before 1994.

- FM-200 (HFC-227) has no ozone depletion potential. Its ODP is zero.

- FM-200 has found by leading toxicologists to be safe for use when people are present. Just as with Halon 1301, people can be exposed to normal extinguishing concentrations without any fear of health problems.

- For recommendations on all commercial building communication infrastructure design requirements such as; proper sizing of an equipment room, floor loading, intra-building pathway design, building entrance conduit design, telecom closet design, etc., refer to the ANSI/EIA/ITA-569-A.

6.5 Backbone Pathways

6.5.1 General

- Within buildings consideration should be given to establishing spare pathway capacity (i.e., conduit w/pull-string) for future media additions or modifications that would be difficult or impossible to cable.

6.5.2. Intrabuilding Backbone/Horizontal Pathways

- For recommendations on all commercial building communication infrastructure intra-building pathway and horizontal pathway design, refer to the ANSI/EIA/ITA-569-B.

6.5.3 Interbuilding Telecommunications Backbone Pathways

- Interbuilding telecommunications backbone pathways provide a means of interconnecting separate buildings and consist of underground, buried, aerial and tunnel pathways.

- An industry standard splice node vault shall be provided for each commercial building. All vaults shall be sized to accommodate fiber optic splice enclosures.

- The splice node vault shall be a Carson Industries, M-series G2436-18 (medium duty) or Utility Vault Company equal, with a static vertical load rating of Tier 5 – (Design Load 5,200lbf); (Test Load 11,282lbf) or equal.

- Minimum splice node vault size shall be 24"x36"x36".

- The developer shall be responsible for providing two (2), 4" conduits from the MDF to the closest City-owned fiber-optic backbone connection point. This is to be determined at the plan check phase.

- The developer shall be responsible for providing four (4) 1" OSP rated inner ducts or two (2), 1" and one 1.5" OSP rated inner duct in each 4" conduit. This is to be determined at the plan-check phase.

- The developer shall be responsible for providing a minimum of one (1), 4" conduit from the MDF to the associated splice node vault at each commercial building.

- The developer shall be responsible for providing two (2), 1" and one 1.5" inner duct in each 4" conduit. This is to be determined at the plan-check phase.

- The developer shall be responsible for providing a minimum of one (1), 2" conduit from the splice node vault to the associated commercial building entrance facility. This is to be determined at the plan check phase.

- The "Core & Shell" developer shall be responsible for providing two (2), 4" conduits from the MPOE to the closest City-owned fiber-optic backbone connection point. This is to be determined at the plan check phase.

- The developer shall be responsible for providing four (4) 1" OSP rated inner ducts or two (2), 1" and one 1.5" OSP rated inner duct in each 4" conduit. This is to be determined at the plan-check phase.

- The developer must provide industry standard pull strings in each conduit pathway.

- For more information on interbuilding telecommunications backbone pathways, see ANSI/TIA/EIA-758.

6.6 Backbone Cabling

6.6.1 Recognized Cables

Recognized backbone cables include:

- Corning Single mode fiber (ANSI/TIA/EIA-492CAAA).

- Berk-Tek Hard-line coaxial (SCTE IPS-SP-100).

- Berk-Tek Series 6 coaxial (SCTE IPS-SP-001).

6.6.2 Topology

- A star topology should be implemented for optical fiber backbone cabling.

- Coaxial backbone cable may be implemented using a star topology.

6.6.3 Interbuilding Cabling Protection

- When buildings are connected with interbuilding cabling, the applicable fusing and voltage protection codes shall be followed.

6.6.4 Interbuilding Fiber-Optic Backbone

- A minimum of six (6) continuous strands, single-mode fiber-optic cable shall be provided from the MDF, through the splice node vault to each individual commercial space.

- Each of the above required, strands of single-mode fiber-optic cable shall have "SC" type (UPC) connectors at each residence and "SC" type (APC) connectors installed at each MDF. The connector shall be the SC-type.

- As an additional requirement, A minimum of one additional continuous strand, single-mode fiber-optic cable shall be provided from the splice node vault to each individual commercial space to allow connectivity access to service providers.

- These additional strands of single-mode fiber-optic cable shall have a "SC" type (UPC) connector installed at the residence only. The other ends are to be coiled and left un-terminated in the splice node vault.

- At each individual commercial space a fiber storage spool shall be provided and utilized within the DCB.

- At the MDF a minimum of two (2) 19" x 8' industry standard racks shall be provided and installed. It shall be mounted and braced as per applicable standards and local codes.

- At the MDF a minimum of three (3) vertical wire managers shall be provided and installed. (1) between the (2) racks and (1) at each end of rack row.

- At the MDF all individual single-mode fiber-optic strands shall be terminated with "SC" type (APC) connectors and shall be routed and connected to a Corning rack mount pigtailed closet connector housing panel with a 12-fiber shelf.

- Maximum fiber-optic cable outside diameter shall not exceed 1" in each 2" conduit and 1/2 " in each 1" conduit.

- All single-mode fiber-optic strands must be tested, certified and labeled in accordance with industry standards after installation and termination.

- The developer shall be responsible for providing all material and labor to accommodate all necessary fiber-optic splice hardware.

7. MULTITENANT COMMERCIAL INFRASTRUCTURE

7.1 General

The following is a sequential trace of the cabling system for the multi-tenant/commercial infrastructure from the new Control Building MDF or MPOE to the DCB located in each individual tenant space.

- If a commercial multi-tenant structure consists of (24) twenty four or more individual suites, a Control Building (MDF) shall be located on the development property at a TBD position. Contractors shall contact the City of Loma Linda for location recommendations.

- If a commercial multi-tenant structure consists of less than twenty four (24) individual suites, a secure environmentally controlled data cabinet with 3 feet of clearance is required at the MPOE.

- Access to shared-use space shall be controlled by the building owner or agent.

- Where the total length of cabling from the demarcation point to the furthest outlet exceeds 150 m (492 ft.), the access provider shall be notified at the design stage to accommodate transmission requirements.

- Grounding and bonding shall be performed in accordance with applicable electrical codes. For multi tenant buildings, ANSI/TIA/EIA-607 provides additional bonding and grounding information.

- A DCB shall be provided within each tenant space. The DCB is a cross-connect facility used for the termination and connection of horizontal cables and equipment cords. The DCB as described earlier in this document, may be replaced by a minimum of one (1) 19" wide wall mount cabinet.

- The DCB is used for connection of access providers to the tenant space and to facilitate moves, additions and changes of premises cabling within the residence.

- The contractor must provide a 1" conduit pathway from the DCB to the building MDF or MPOE to facilitate the entrance of access provider media to each residence, i.e., Telephone/CATV.

- Access service provider connectivity minimum requirements are two (2) Berk-Tek Category 6 cabling and two (2) Berk-Tek 75-ohm coaxial cable from the external service provider box through conduit provided to the DCB.

- Space should be allocated adjacent to or within the DCB for the installation of a surge protection device for each conductive cable entering or leaving the building.

- Access to the building electrical ground shall be provided within or near the DCB and in accordance with applicable codes.

- The DCB may consist of a passive cross-connect facility or an active cross-connect facility, or both. As an example, an active cross-connect facility may be embodied in a residential gateway.

7.1.1 Location Requirements for the DCB

- The DCB shall be installed inside the tenant's space in a location that is accessible for cabling maintenance.

- The location should be centralized within each tenant space, where practicable, to minimize the length of outlet cables. Required: Space allocation in the master bedroom closet.

- The DCB shall not be mounted on any exterior wall or garage wall.

7.1.2 Electrical Power

- A dedicated 20 a, 120 v AC nominal, nonswitchable duplex electrical outlet shall be provided within the DCB and labeled "DCB Power" in the tenant space's breaker box.

- The location and height of the electrical outlet should be appropriate for the DCB and associated equipment being installed and shall be in compliance with applicable codes.

SECTION 27 15 00

COMMUNICATIONS HORIZONTAL CABLING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Horizontal (distribution) communications wiring and connecting hardware from Telecommunications Room (TR) to Telecommunication Outlets (TO).

1.2 RELATED REQUIREMENTS

A. Section 27 05 26 – Grounding and Bonding for Communications Systems.

B. Section 27 05 28 – Pathways for Communications Systems.

C. Section 27 10 00 – Structured Cabling.

D. Section 27 11 00 – Communications Equipment Room Fittings.

E. Section 27 13 00 – Communications Backbone Cabling.

F. Section 27 16 00 – Communications Connecting Cords, Devices, and Adapters.

1.3 REFERENCE STANDARDS

A. ANSI/TIA-492.AAAC-B – Detail Specification for 850-nm Laser-Optimized, 50-um Core Diameter/125-um Cladding Diameter Class 1a Graded-index Multimode Optical Fibers (OM3/OM4). Current Edition

B. ANSI TIA-492.CAAB – Detail Specification for Class Iva Dispersion-Unshifted Single-Mode Optical Fibers with Low Water Peak. Current Edition

C. ANSI/TIA 526 – OFSTP-19 Optical Signal-to-Noise Ratio Measurement Procedures for Dense Wavelength-Division Multiplexed Systems.

D. ANSI/TIA-568-C.0 – Generic Communications Cabling for Customer Premises..

E. ANSI/TIA-568-C.1 – Commercial Building Communications Cabling Standard Part 1: General Requirements.

F. ANSI/TIA 568-C.2 – Balanced Twisted-Pair Telecommunications Cabling and Components Standards

G. ANSI/TIA 568-C.3 – Optical Fiber Cabling Components Standard

H. ANSI/TIA-569-B – Commercial Building Standard for Telecommunications Pathways and Spaces.

I. ANSI/TIA-606-A – Administration Standard for the Commercial Telecommunications Infrastructure.

J. ANSI/TIA-607-B – Commercial Building Bonding and Grounding (Earthing) Requirements for Telecommunications.

K. NFPA 70 – National Electrical Code (NEC).

L. BICSI – TDMM, Building Industries Consulting Services International, Telecommunications Distribution Methods Manual (TDMM)

1.4 PRE-INSTALLATION MEETINGS

A. Convene pre-installation meeting 2 weeks before start of installation of communications horizontal cabling.

B. Require attendance of parties directly affecting work of this section, including Contractor, Architect, installer, and manufacturer's representative.

C. Review materials, installation, field quality control, labeling, protection, and coordination with other work.

1.5 SUBMITTALS

A. Comply with Section 01 33 00 – Submittal Procedures.

B. Product Data: Submit manufacturer's product data sheets, including installation instructions verifying that materials comply with specified requirements and are suitable for intended application.

C. Installer's Project References: Submit installer's list of successfully completed communications horizontal cabling projects, including project name and location, name of architect, and type and quantity of communications horizontal cabling installed.

1.6 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Manufacturer regularly engaged, for past 10 years, in manufacture of communications horizontal cabling of similar type to that specified.

B. Installer's Qualifications:
   1. Approved Leviton Certified Installer or Berk-Tek Oasis Certified Integrator certified before, during, and through completion of the system installation. Supporting documentation will be required as part of the submittal.
   2. Responsible for workmanship and installation practices in accordance with Leviton Certified Installer Program and Berk-Tek Oasis Program.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Acceptance Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Storage and Handling Requirements:

1. Store and handle materials in accordance with manufacturer's instructions.
2. Keep materials in manufacturer's original, unopened containers and packaging until installation.
3. Store materials in clean, dry area indoors.
4. Protect materials during storage, handling, and installation to prevent damage.

1.8 WARRANTY

A. The horizontal communications cabling system installed shall be eligible for coverage by a Limited Lifetime Warranty to the end user.
   1. Horizontal channels shall be completed with Leviton Network Solutions factory-terminated copper and/or fiber optic patch cords in order to be eligible for the applicable Berk-Tek or Leviton Warranty with channel performance guarantees.
   2. Approved product shall be listed on the most recent version of the applicable Berk-Tek Leviton Technologies data sheets for each Berk-Tek Leviton Technologies solution.

B. Certified Installer/Certified Integrator shall provide labor, materials, and documentation in accordance with Berk-Tek and Leviton Network Solutions requirements necessary to ensure that the Owner will be furnished with a Limited Lifetime Warranty.

C. The installed structured cabling system shall provide a warranty guaranteeing installed channel performance above the ANSI/TIA 568-C requirements for Cat 5e, Cat 6, and/or Cat 6A cabling systems or ISO 11801 requirements for Cass D, Class E, and/or Class E_a.
   1. Standards-compliant channel or permanent link performance tests shall be performed in the field with a Berk-Tek Leviton Technologies approved certification tester in the appropriate channel or permanent link test configuration. See 1.8 A.1 above for channel requirements.

D. Necessary documentation for warranty registration shall be provided to the manufacturer by the installer (within 10 days) following 100 percent testing of cables.
   1. Submit test results to Leviton Network Solutions or to Berk-Tek, in the certification tester's original software files.
   2. Installer shall ensure that the warranty registration is properly submitted, with all required documentation within 10 days of project completion.
   3. Certified Contractor/Certified Integrator must adhere to the terms and conditions of the respective manufacturer's warranty programs.

E. Installer shall ensure that the Owner receives the manufacturer issued project warranty certificate within 60 calendar days of warranty registration.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Leviton Network Solutions, 2222 222nd Street SE, Bothell, Washington 98021. Phone 425-486-2222. Fax 425-485-3373. Website www.leviton.com.
Berk-Tek, A Nexans Company, 132 White Oak Road, New Holland, PA 17557 Phone: 717-354-6200. Fax 717-354-7944. Website www.berktek.com.

2.2 SYSTEM DESCRIPTION

Specifier Notes: Edit the system description for the specific application.

A. Horizontal Distribution Subsystem: Intra-building twisted-pair and fiber optic communications cabling connecting Telecommunication Rooms (TRs) to Telecommunication Outlets (TOs) located at individual work areas.

B. Horizontal Cabling: Combination of the following types of cables from TR to TO:
   1. Enhanced Category 6, (100-Ohm, 4-pair, unshielded twisted pair) cables from TRs to TOs, or Category 6A or Category 6 shielded (100-Ohm, 4-pair, shielded twisted pair) cables from TRs to TOs. Port 1 or Port 2.
   2. 75 Ohm Dual Shield Coax.

C. Communications Horizontal Cabling System: Includes cables, jacks, patch panels, connecting blocks, patch cords, fiber connectors, fiber adapter plates, fiber enclosures, jumpers, and necessary support systems, such as cable managers and faceplates.

D. Cables: Rout through conduit, cable trays, spaces below raised floors, open ceiling areas, non-ventilated spaces above ceiling tile, and through plenum air-handling spaces above ceiling tile.

E. Furnish and install all materials necessary for a complete and working communications horizontal cabling system.

2.3 STATION CABLING

A. Enhanced Category 6 Unshielded Twisted Pair: **CX6200 Cat 6 Premium UTP System**.

   1. A Minimum of (2) 100 ohm, Category 6, 23 AWG, 4-pair unshielded twisted pair, LANmark 2000, CMP rated per workstation faceplate.
      a. Color: Blue.
      b. Part Number: 10064547.
      c. Maximum Insertion Loss:
         1) 1.7 dB/100 m at 1 MHz.
         2) 18.0 dB/100 m at 100 MHz.
         3) 30.9 dB/100 m at 250 MHz.
         4) 47.7 dB/100 m at 500 MHz.
      d. NEXT, PSNEXT, ELFEXT, PSELFEXT margin greater than 8 dB better than ANSI/TIA category 6 standards requirement.
      e. Cable Balance: LCL/TCL greater than:
         1) 50 dB @ 100 m at 1 MHz.

2) 30.0 dB @ 100 m at 100 MHz.
3) 26.0 dB @ 250 MHz.
4) EL TCTL greater than:
   a) 30 dB @ 100 m at 1 MHz.
   b) 5.5 dB @ 100 m at 31.25 MHz.

f. Electrical Characteristics: Characterized to 600 MHz.
g. Each Pair in Cable: Insulated with FEP.
h. Cable: Third-party verified by ETL.
i. Berk-Tek LANmark-2000.
j. All category cabling manufacturers must be able to provide documentation from an independent third-party testing agency that verifies through random sampling that cable components perform at or above the levels contained on their product specifications, not simply at or above the standard

2. In Residential Installations, a Minimum of (1) 75 Ohm RG6 Quad Shield Coax CMP rated per workstation faceplate.

Braid %:	40% AND 60% BRAID AS QUAD SHIELD
Braid Material:	ALUMINUM
Coax Construction:	COAXIAL
Coax Type:	RG 6
Conductor Material:	COPPER CLAD STEEL
Conductor Size:	18 GAUGE AWG
Conductor Stranding/Dia. AWG & Type:	1/0.040/18/CCS
Conductor Type:	18 AWG SOLID CCS
Conductor Type:	18 AWG Solid CCS
Conductor Type:	SOLID CONDUCTOR
Dielectric Material:	FPE-FOAMED (CELLULAR) POLYETHYLENE
Dielectric Type/Jkt.:	FPE/FRPVC-BLACK
Dielectric Type/Jkt.:	FPE/FRPVC-black
Fire Rating:	GENERAL PURPOSE (CM, CMG, CMX)
Flooded:	NO NOT FLOODED OVER BRAID
Imped. Ohms:	75
Impedance:	75 OHM NOMINAL IMPEDANCE
Insulation Material (O.D. in.):	FPE/0.180
Jacket Material Color (O.D. in.):	PVC/BLK/0.297
Jacket Material:	FRPVC-SMOKE-GUARD OR FLAME RETARDANT PVC
NEC Rating:	UL LISTED ART 820 CABLE TV
Nom. O.D. (in.):	0.297
Outdoor:	NO NOT OUTDOOR GRADE MATERIAL
RG Type:	RG6
Rating:	CM
Screen/Shield Type:	QUAD SHIELD (F/B+F/B)
Shield Coverage:	2 Foil + 60% + 40% AL Braids
Shield:	Quad
Vendor:	Berk-Tek

2.4 MODULAR JACKS FOR WORKSTATION OUTLETS

A. Category 6 Modular Jacks: **CX6200 Cat 6 Premium UTP System**.
   1. 8-position QuickPort modular jack, Category 6, IDC terminals, T568A/B wiring scheme.
   2. Component-rated jack.
   3. Each Jack: Identified on its face as CAT 6.
   4. Color: 13 colors available.
      a. Part Number: Leviton 61110-RW6 (white).

2.5 WORK AREA OUTLETS

A. Flush-Mounted Plastic Faceplates:
   1. 1-port single-gang plastic wallplate with ID windows.
      a. Colors: 5 colors available
      b. Part Number: Leviton 42080-1WS (white).
   2. 2-port single-gang plastic wallplate with ID windows.
      a. Colors: 5 colors available
      b. Part Number: Leviton 42080-2WS (white).
   3. 3-port single-gang plastic wallplate with ID windows.
      a. Colors: 5 colors available
      b. Part Number: Leviton 42080-3WS (white).
   4. 4-port single-gang plastic wallplate with ID windows.
      a. Colors: 5 colors available
      b. Part Number: Leviton 42080-4WS (white).
   5. 6-port single-gang plastic wallplate with ID windows.
      a. Colors: 5 colors available
      b. Part Number: Leviton 42080-6WS (white).
   6. 1-port dual-gang plastic wallplate with ID windows.
      a. Colors: 5 colors available
      b. Part Number: Leviton 42080-1WP (white).
   7. 2-port dual-gang plastic wallplate with ID windows.
      a. Colors: 5 colors available
      b. Part Number: Leviton 42080-2WP (white).
   8. 3-port dual-gang plastic wallplate with ID windows.
      a. Colors: 5 colors available
      b. Part Number: Leviton 42080-3WP (white).
   9. 4-port dual-gang plastic wallplate with ID windows.
      a. Colors: 5 colors available
      b. Part Number: Leviton 42080-4WP (white).
   10. 6-port dual-gang plastic wallplate with ID windows.
      a. Colors: 5 colors available
      b. Part Number: Leviton 42080-6WP (white).
   11. 8-port dual-gang plastic wallplate with ID windows.
      a. Colors: 5 colors available
      b. Part Number: Leviton 42080-8WP (white).
   12. 12-port dual-gang plastic wallplate with ID windows.
      a. Colors: 5 colors available
      b. Part Number: Leviton 42080-12W (white).
   13. Faceplate Colors: Coordinate with Architect to match finish. Part numbers shown are for standard color of white. Also available in Light Almond, Ivory, Grey, and Black.

B. Flush-Mounted Stainless Steel Faceplates:
   1. 1-port QuickPort faceplate with mounting lugs for wall phone, stainless steel, mounts onto single-gang wall box.

a. Part Number: Leviton 4108W-0SP (flush plate) or 4108W-1SP(jack area recessed).

2. 1-port QuickPort single-gang stainless steel wallplate, with ID windows
   a. Part Number: Leviton 43080-1L1.
3. 2-port QuickPort single-gang stainless steel wallplate, with ID windows
   a. Part Number: Leviton 43080-1L2.
4. 3-port QuickPort single-gang stainless steel wallplate, with ID windows
   a. Part Number: Leviton 43080-1L3.
5. 4-port QuickPort single-gang stainless steel wallplate, with ID windows
   a. Part Number: Leviton 43080-1L4.
6. 6-port QuickPort single-gang stainless steel wallplate, with ID windows
   a. Part Number: Leviton 43080-1L6.
7. 2-port QuickPort dual-gang stainless steel wallplate, with ID windows
   a. Part Number: Leviton 43080-2L2.
8. 4-port QuickPort dual-gang stainless steel wallplate, with ID windows
   a. Part Number: Leviton 43080-2L4.
9. 6-port QuickPort dual-gang stainless steel wallplate, with ID windows
   a. Part Number: Leviton 43080-2L6.
10. 8-port QuickPort dual-gang stainless steel wallplate, with ID windows
    a. Part Number: Leviton 43080-2L8.
11. 12-port QuickPort dual-gang stainless steel wallplate, with ID windows
    a. Part Number: Leviton 43080-L12.

C. Surface-Mounted Outlet Boxes:
1. 1-port QuickPort surface-mount box, plastic, with ID window.
   a. Color: 4 colors available
   b. Part Number: Leviton 41089-1WP (white).
2. 2-port QuickPort surface-mount box, plastic, with ID window.
   a. Color: 4 colors available
   b. Part Number: Leviton 41089-2WP (white).
3. 4-port QuickPort surface-mount box, plastic, with ID window.
   a. Color: 4 colors available
   b. Part Number: Leviton 41089-4WP (white).
4. 6-port QuickPort surface-mount box, plastic, with ID window.
   a. Color: 4 colors available
   b. Part Number: Leviton 41089-6WP (white).
5. 12-port QuickPort surface-mount box, plastic, with ID window.
   a. Color: 4 colors available
   b. Part Number: Leviton 41089-12W (white)
6. 2-port QuickPort surface-mount box, plastic, with ID window, extra-deep for shielded connectors, Cat 6A, other larger bend-radius cable applications.
   a. Color: 4 colors available
   b. Part Number: Leviton 4S089-2WP (white)
7. 4-port QuickPort surface-mount box, plastic, with ID window, extra-deep for shielded connectors, Cat 6A, other larger bend-radius cable applications.
   a. Color: 4 colors available
   b. Part Number: Leviton 4S089-4WP (white)
8. Surface Box Colors: part numbers shown are for white. Also available: Ivory, Grey, and Black. Coordinate with Architect to match finish.

D. Modular Furniture Faceplates:
1. 2-port furniture wallplate fits 1.38-inch by 2.63-inch furniture knockout, with ID window.
   a. Colors: 4 available
   b. Part Number: Leviton 49910-SW2 (white).

2. 4-port furniture wallplate fits 1.38-inch by 2.63-inch furniture knockout, with ID window.
   a. Colors: 4 available
   b. Part Number: Leviton 49910-SW4 (white).
3. 4-port furniture wallplate fits 1.38-inch by 2.63-inch furniture knockout, with ID window. Extra-deep version with additional room for cable bend radius.
   a. Colors: 4 available
   b. Part Number: Leviton 49910-EW4 (white).
4. 2-port furniture wallplate fits 1.88-inch by 2.98-inch Hermann-Miller furniture knockout, with ID window.
   a. Colors: 4 available
   b. Part Number: Leviton 49910-HW2 (white).
5. 4-port furniture wallplate fits 1.88-inch by 2.98-inch Hermann-Miller furniture knockout, with ID window.
   a. Colors: 4 available
   b. Part Number: Leviton 49910-HW4 (white).
6. Furniture Faceplate Colors: Part numbers shown are for white. Also available: Ivory, grey, and black. Coordinate with Architect to match finish.

E. Mounting Frames for QuickPort Jacks and Connectors
1. 1-port QuickPort Decora-style frame. Fits in Decora-style wallplate
   a. Colors: 6 available
   b. Part Number: Leviton 41641-00W (white).
2. 2-port QuickPort Decora-style frame. Fits in Decora-style wallplate
   a. Colors: 6 available
   b. Part Number: Leviton 41642-00W (white).
3. 3-port QuickPort Decora-style frame. Fits in Decora-style wallplate
   a. Colors: 6 available
   b. Part Number: Leviton 41643-00W (white).
4. 4-port QuickPort Decora-style frame. Fits in Decora-style wallplate
   a. Colors: 6 available
   b. Part Number: Leviton 41644-00W (white).
5. 6-port QuickPort Decora-style frame. Fits in Decora-style wallplate
   a. Colors: 6 available
   b. Part Number: Leviton 41646-00W (white)
6. 2-port QuickPort Duplex 106-style frame. Fits in Duplex electrical-style wallplate
   a. Colors: 5 available
   b. Part Number: Leviton 41087-2WP (white).
7. Decora-style wallplates for above mounting frames
   a. Single-gang, nylon: Leviton part number 80401-0NW (white)
   b. Dual-gang, nylon: Leviton part number 80409-0NW (white)
8. 4-port QuickPort Duplex 106-style frame. Fits in Duplex electrical-style wallplate
   a. Colors: 5 available
   b. Part Number: Leviton 41087-QWP (white).
9. Duplex electrical-style wallplates for above mounting frames
   a. Single-gang, nylon: Leviton part number 80703-00W (white)
   b. Dual-gang, nylon: Leviton part number 80716-00W (white)
10. Mounting Frame colors: Part numbers shown are for white. Also available: Light almond, ivory, grey, black (and brown for the Decora-style frames). Coordinate with Architect to match finish.

F. Multimedia Outlet System (MOS):
1. Single-gang Multimedia Outlet System wallplate, plastic, with ID windows. Holds a wide variety of copper, fiber, and/or audio-video inserts.
   a. Color: 5 colors available
   b. Part Number: Leviton 41290-SMW (white).

2. Dual-gang Multimedia Outlet System wallplate, plastic, with ID windows. Holds a wide variety of copper, fiber, and/or audio-video inserts.
   a. Color: 5 colors available
   b. Part Number: Leviton 41290-DMW (white).
3. Fiber storage/spacer ring, plastic. Fits Dual-gang Multimedia Outlet System wallplate.
   a. Color: 4 colors available
   b. Part Number: Leviton 41290-DRW (white).
4. 6-port Multimedia Outlet System surface-mount box, plastic, with ID window. Holds a wide variety of copper, fiber, and/or audio-video inserts.
   a. Color: 5 colors available
   b. Part Number: Leviton 41290-SMW (white).
5. Multimedia Outlet System (MOS) colors: Part numbers shown are for white. Also available: Light almond, ivory, grey, and black (ivory, grey, and black for the fiber storage/spacer ring). Coordinate with Architect to match finish.
6. Multimedia Outlet System (MOS) Inserts: For a complete list of MOS Inserts available please visit www.leviton.com/mos

2.6 PATCH PANELS

A. Category 6 110-style Modular Patch Panels: **CX6200 Cat 6 Premium UTP System**.
   1. 24-port, flat metal, component-rated, 8-position modular jack panel, Category 6, T568A/B universal wiring label.
      a. Part Number: Leviton 69586-U24.
   2. 48-port, flat metal, component-rated, 8-position modular jack panel, Category 6, T568A/B universal wiring label.
      a. Part Number: Leviton 69586-U48.
   3. 48-port, angled metal, component-rated, 8-position modular jack panel, Category 6, T568A/B universal wiring label.
      a. Part Number: Leviton 69587-U48.
   4. 48-port, flat, composite, component-rated, 8-position modular jack panel, Category 6, T568A/B universal wiring label.
      a. Part Number: Leviton C1686-U48.

B. QuickPort-Style Patch Panels: **CX6200 Cat 6 Premium UTP System**
   1. 24-port, 1RU, QuickPort, flat metal, patch panel, empty.
      a. Part Number: Leviton 49255-H24.
   2. 48-port, 1RU, QuickPort, flat metal, patch panel, empty.
      a. Part Number: Leviton 49255-H48.
   3. 24-port, 1RU, QuickPort, angled metal, patch panel, empty.
      a. Part Number: Leviton 49256-H24.
   4. 48-port, 2RU, QuickPort, angled metal, patch panel, empty.
      a. Part Number: Leviton 49256-H48.
   5. 48-port, 1RU high-density, QuickPort, flat metal, patch panel, empty.
      a. Part Number: Leviton 49255-Q48.
   6. 48-port, 1RU high-density, QuickPort, angled metal, patch panel, empty.
      a. Part Number: Leviton 49256-D48.
   7. 72-port, 2RU high-density, QuickPort, flat metal, patch panel, empty.
      a. Part Number: Leviton 49255-D72.
   8. 72-port, 2RU high-density, QuickPort, angled metal, patch panel, empty.
      a. Part Number: Leviton 49256-D72.
   9. 48-port, 1RU high-density, QuickPort, die-cast flat metal, patch panel, empty.
      a. Part Number: Leviton 49255-D48.

2.7 PATCH CORDS/JUMPERS

Specifier Notes: Specify required patch cords/jumpers. Delete patch cords/jumpers not required.

A. Category 6 Modular Patch Cords: **CX6200 Cat 6 Premium UTP System**.
   1. Slim-Line style, Category 6 UTP patch cord, 4-pair, stranded wire construction.
      b. Color: 8 colors available.
      c. Part Numbers:
         1) Leviton 6D460-03L (3 feet, Blue).
         2) Leviton 6D460-05L (5 feet, Blue).
         3) Leviton 6D460-07L (7 feet, Blue).
         4) Leviton 6D460-10L (10 feet, Blue).
         5) Leviton 6D460-15L (15 feet, Blue).
         6) Leviton 6D460-20L (20 feet, Blue).

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine areas to receive communications horizontal cabling.

B. Notify Architect of conditions that would adversely affect installation or subsequent use.

C. Do not begin installation until unacceptable conditions are corrected.

3.2 INSTALLATION – GENERAL

A. Install communications horizontal cabling in accordance with manufacturer's instructions, ANSI/TIA-568-C.0, ANSI/TIA-568-C.1, ANSI/TIA-569-B, BICSI TDMM, and NFPA 70.

B. Field Terminated Copper Patch Cords and Jumpers: Not allowed.

C. Copper Patch Cords: Manufactured by Leviton Network Solutions.

D. Install cables after building interior has been physically protected from weather and mechanical work likely to damage cabling has been completed.

E. Ensure cable pathways are completely and thoroughly cleaned before installing cabling.

F. Inspect installed conduit, wireway, cable trays, and innerduct.

G. Clean additional enclosed raceway and innerduct systems furnished.

H. Provide protection for exposed cables where subject to damage.

I. Abrasion Protection:
   1. Provide abrasion protection for cable or wire bundles which pass through holes or across edges of sheet metal.
   2. Use protective bushings to protect cables.

J. Cable Ties and Other Cable Management Clamps:
   1. No more than hand tightened.
   2. Fit snugly, but not compress, crimp, or otherwise change physical characteristics of cable jacket or distort placement of twisted-pair components.
   3. Replace cables exhibiting stresses due to over tightening of cable management devices.
   4. Use plenum-rated cable ties in plenum spaces.
   5. Velcro wraps are preferred over cable ties for all cable bundles. Plenum-rated Velcro wraps are available from Leviton.

K. Where possible, route cables in overhead cable trays and inside wire management systems attached to equipment cabinets and racks.
   1. Use Velcro, plastic ties or ducts to restrain cabling installed outside of wire management systems on racks or in cabinets.
   2. Cable Trays: Do not exceed 50 percent fill.

L. Pull Cord:
   1. Nylon, 1/8-inch minimum.
   2. Co-install with cables installed in conduit.

M. Cable Raceways: Do not fill greater than ANSI/TIA-569-B maximum fill for particular raceway type.

N. Support horizontal cables at a maximum of 48-inch (1.2 to 1.5-m) irregular intervals, if J-hook or trapeze system is used to support cable bundles.

O. Do not allow cables to rest on acoustic ceiling grids, plumbing pipes, or electrical conduits.

P. Bundle horizontal distribution cables in groups of no more than amount of cables designed for by cable support manufacturer, based on cable OD and weight.

Q. Fire-Sprinkler System:
   1. Install cables above fire-sprinkler system.
   2. Do not attach cables to fire-sprinkler system or ancillary equipment or hardware.
   3. Install cable system and support hardware so that it does not obscure valves, fire alarm conduit, boxes, or other control devices.

R. Do not attach cables to ceiling grid or lighting fixture wires.

S. Install appropriate carriers to support cabling, where support for horizontal cables are required.

T. Replace before final acceptance, cables damaged or exceeding recommended installation parameters during installation.

3.3 INSTALLATION – UNSHIELDED TWISTED-PAIR CABLES

A. Install unshielded twisted-pair cables in accordance with manufacturer's instructions.

B. Install cables in continuous lengths from origin to destination, without splices, except for transition points or consolidation points.

C. Where transition points or consolidation points are allowed, they shall be located in accessible locations and housed in enclosure intended and suitable for the purpose.

D. Cable Minimum Bend Radius and Maximum Pulling Tension:
   1. Do not exceed bend radius for UTP = 4 X Cable OD, FTP = 4 X Cable OD.
   2. Install unshielded twisted-pair cables so that there are no bends smaller than 4 times cable outside diameter at any point in the run and at the termination field.
   3. Pulling Tension on 4-Pair UTP Cables: Do not exceed 25 ft.lb. for 4-pair UTP cable.

E. Separation from Power Lines: Provide following minimum separation distances between pathways for copper communications cables and power wiring of 480 volts or less:
   1. Open or Nonmetal Communications Pathways:
      a. Electric motors, fluorescent light fixtures, and unshielded power lines carrying up to 3 kVA: 12 inches.
      b. Electrical equipment and unshielded power lines carrying more than 5 kVA: 36 inches.
      c. Large electrical motors or transformers: 48 inches.

   2. Grounded Metal Conduit Communications Pathways:
      a. Electrical equipment and unshielded power lines carrying up to 2 kVA: 2-1/2 inches.
      b. Electrical equipment and unshielded power lines carrying from 2 kVA to 5 kVA: 6 inches.
      c. Electrical equipment and unshielded power lines carrying more than 5 kVA: 12 inches.
      d. Power lines enclosed in grounded metal conduit (or equivalent shielding) carrying from 2 kVA to 5 kVA: 3 inches.
      e. Power lines enclosed in grounded metal conduit (or equivalent shielding) carrying more than 5 kVA: 6 inches.

3.4 INSTALLATION – UNSHIELDED TWISTED-PAIR TERMINATION

A. Coil cables to house cable coil without exceeding manufacturer's bend radius.
   1. In hollow wall installations where box eliminators are used, store excess wire in wall.
   2. Store no more than 12 inches of UTP and 36 inches of fiber slack.
   3. Loosely coil excess slack and store in ceiling above each drop location, when there is not enough space present in outlet box to store slack cables.

B. Dress and terminate cables in accordance with ANSI/TIA-568-C.0, ANSI/TIA- C.1, BICSI TDMM, and manufacturer's instructions.

C. Terminate 4-pair cables on jack and patch panels using T568-B or T568-A wiring scheme.

D. Pair Untwist at Termination: Do not exceed 12 mm (1/2 inch).

E. Bend Radius of Horizontal Cables:
   1. Not less than 4 times OD of UTP cables.
   2. Not less than 4 times OD of FTP cables.

F. Maintain cable jacket to within 25 mm (1 inch) of termination point.

G. Neatly bundle cables and dress to their respective panels or blocks.

H. Feed each panel or block by individual bundle separated and dressed back to point of cable entrance into rack or frame.

3.5 FIELD QUALITY CONTROL

A. Cables and Termination Hardware: Test 100 percent for defects in installation and verify cabling system performance under installed conditions in accordance with ANSI/TIA-568-C.0.
   1. Verify all pairs of each installed cable before system acceptance.
   2. Defects in cabling system installation, including but not limited to cables, connectors, patch panels, and connector blocks shall be repaired or replaced to ensure 100 percent useable conductors in all cables installed.

B. Test all cables in accordance with this specification section, ANSI/TIA-568-C.0, ANSI/TIA-568-C.1, and ANSI/TIA-568-C.2 standards, and Berk-Tek and Leviton Network Solutions instructions
   1. If any of these are in conflict, bring discrepancies to the attention of the Architect for clarification and resolution.

C. Cables, Jacks, Connecting Blocks, and Patch Panels:

D. Testing Unshielded Twisted-Pair Cables:
   1. Test twisted-pair copper cable links for continuity, pair reversals, shorts, opens, and performance as specified.
      a. Additional testing is required to verify Category performance.
      b. Test horizontal cabling using approved certification tester for Category 6 performance compliance in accordance with ANSI/TIA-568-C.2.
   2. Follow ANSI/TIA-568-C.2.
   3. Basic Tests Required:
      a. Wire map.
      b. Length (feet).
      c. Insertion loss (dB), formerly attenuation.
      d. NEXT (Near end crosstalk) (dB).
      e. Return loss (dB).
      f. ELFEXT (dB).
      g. Propagation delay (ns).
      h. Delay skew (ns).
      i. PSNEXT (Power sum near-end crosstalk loss) (dB).
      j. PSELFEXT (Power sum equal level far-end crosstalk loss) (dB).
   4. Test Category 6A by auto test to 500 MHz.
   5. Test Category 6 by auto test to 250 MHz.
   6. Test Category 5e by auto test to 100 MHz.
   7. Provide test results in approved certification testers original software format on CD, with the following minimum information per cable:
      a. Circuit ID.
      b. Information from specified basic tests required.
      c. Test Result: "Pass" or "Fail".
      d. Date and time of test.
      e. Project name.
      f. NVP.
      g. Software version.
   8. No asterisk will be accepted by Leviton or Berk-Tek. Rework these links, retest these results, and submit after a "Pass" is received.
   9. Submit software copy of test results, in original tester software format, to the Owner and to the Manufacturer.
   10. Submit fully functional version of tester software for use by the Owner in reviewing test results.

a. Report in writing to the Owner immediately, along with copy of test results, failed test results that cannot be remedied through re-termination (as in the case of reversed or split pairs).

3.6 LABELING

A. All labeling is to be in accordance with ANSI/TIA-606-A and manufacturer's instructions.

B. Label horizontal cables using machine-printed label at each end of cable at approximately 12 inches from termination point and again at approximately 48 inches from termination point.
   1. Handwritten Labels: Not acceptable.

C. Label patch panel ports and TO ports with cable identifier.

D. Labels: Denote TO ID and unique cable number for that TO, i.e. A-001-A for cable number 1, A-001-B for cable number 2, and so forth.
   1. Owner may provide specific labeling requirements. Coordinate with the Owner.

E. Note labeling information on as-built drawings.

3.7 PROTECTION

A. Protect installed communications horizontal cabling from damage during construction.

END OF SECTION

SECTION 07 84 00
GENERAL FIRESTOPPING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section includes firestopping for through-penetrations through the following fire-resistance rated assemblies, including both blank openings and openings containing penetrating items:

1. Floor-ceiling assemblies.
2. Roof-ceiling assemblies.
3. Walls and partitions.
4. Smoke barriers.
5. Construction enclosing compartmentalized areas.

B. Related Sections include the following:

1. Division 3 – Section 03 30 00 – Cast-In-Place Concrete
2. Division 4 – Section 04 22 00 – Concrete Unit Masonry
3. Division 7 – Section 07 90 00 – Joint Protection
4. Division 9 – Section 09 20 00 – Plaster and Gypsum Board
5. Division 22 – Section 22 00 00 – Plumbing
6. Division 22 – Section 22 07 00 – Plumbing Insulation
7. Division 23 – Section 23 00 00 – HVAC
8. Division 23 – Section 23 07 00 – HVAC Insulation
9. Division 26 – Section 26 00 00 – Electrical
10. Division 27 – Section 27 00 00 – Communications

1.3 PERFORMANCE CRITERIA

A. FIRE TEST REQUIREMENTS

1. Underwriters Laboratories, Inc. (UL):
   a. ANSI/ UL1479, "Fire Tests of Through Penetration Firestops".
   b. ANSI/ UL2079, "Tests for Fire Resistance of Building Joint Systems".
   c. ANSI/ UL263, "Fire Tests of Building Construction and Materials".
   d. ANSI/ UL723, "Surface Burning Characteristics of Building Materials".
2. American Society of Testing and Materials (ASTM):
   a. ASTM E-814, "Fire Tests of Through Penetration Fire Stops".
   b. ASTM E-1966, "Test Method for Fire Resistive Joint Systems".

c. ASTM E-119, "Fire Tests of Building Construction and Materials".
d. ASTM E-84, "Surface Burning Characteristics of Building Materials".

B. REFERENCES

1. Underwriters Laboratories (UL) of Northbrook, IL "Fire Resistance Directory".
   a. Through Penetration Firestop Systems (XHEZ)
   b. Joint Systems (XHBN)
   c. Fill, Void or Cavity Materials (XHHW)
   d. Firestop Devices (XHJI)
   e. Forming Materials (XHKU)
   f. Wall Opening Protective Materials (CLIV)
2. All major building codes:
   a. Uniform Building Code published by ICBO
   b. Standard Building Code published by SBCCI.
   c. National Building Code published by BOCA.
   d. International Building Code published by ICC.
   (Note to specifier: Retain or delete the building codes listed above as applicable).
3. National Fire Protection Association (NFPA) of Quincy, MA "NFPA 101: Life Safety Code".
4. National Fire Protection Association (NFPA) of Quincy, MA "NFPA 70: National Electrical Code".
5. Factory Mutual Approvals (FM) of Norwood, MA "FM 4991: Standard for Approval of Firestop Contractors".

C. PERFORMANCE REQUIREMENTS

1. Provide products that upon curing, do not re-emulsify, dissolve, leach, breakdown or otherwise deteriorate over time from exposure to atmospheric moisture, sweating pipes, ponding water or other forms of moisture characteristic during and after construction.
2. Provide firestop sealants sufficiently flexible to accommodate motion such as pipe vibration, water hammer, thermal expansion and other normal building movement without damage to the seal.
3. Pipe insulation shall not be removed, cut away or otherwise interrupted through wall or floor openings. Provide products appropriately tested for the thickness and type of insulation utilized.
4. Fire rated pathway devices shall be the preferred product and shall be installed in all locations where frequent cable moves, add-ons and changes will occur.
5. When mechanical cable pathways are not practical, openings within walls and floors designed to accommodate voice, data and video cabling shall be provided with re-enterable products specifically designed for retrofit.
6. Penetrants passing through fire-resistance rated floor-ceiling assemblies contained within chase wall assemblies shall be protected with products tested by being fully exposed to the fire outside of the chase wall. Systems within the UL Fire Resistance Directory that meet this criterion are identified with the words "Chase Wall Optional".

7. Provide fire-resistive joint sealants sufficiently flexible to accommodate movement such as thermal expansion and other normal building movement without damage to the seal.
8. Provide fire-resistive joint sealants designed to accommodate a specific range of movement and tested for this purpose in accordance with a cyclic movement test criteria as outlined in Standards, ASTM E-1399, ASTM E-1966 or ANSI/ UL 2079.
9. Provide fire-resistive joint systems subjected to an air leakage test conducted in accordance with Standard, ANSI/ UL2079 with published L-Ratings for ambient and elevated temperatures as evidence of the ability of the fire-resistive joint system to restrict the movement of smoke.

1.4 SUBMITTALS

A. Product Data: For each type of firestopping product indicated.
B. System Drawings: Submit documentation from a qualified third-party testing agency that is applicable to each firestopping system configuration for construction, joint opening width and/or penetrating items.
C. Product Certificates: Certificate of conformance signed by manufacturers of firestopping products certifying that products comply with requirements.

1.5 QUALITY ASSURANCE

A. Provide firestopping systems that comply with the following requirements and those specified in "Performance Criteria" Article:
   1. Firestopping tests are performed by a qualified, testing and inspection agency. A qualified testing and inspection agency is UL, or another agency performing testing and follow-up inspection services for firestop systems acceptable to authorities having jurisdiction.
   2. Firestopping products bear classification marking of qualified testing and inspection agency.
B. Engage an experienced installer who is certified, licensed, FM Approved in accordance with FM 4991 or otherwise qualified by the firestopping manufacturer as having been provided the necessary training to install firestop products per specified requirements. A manufacturer's willingness to sell its firestopping products to Contractor or to an installer engaged by Contractor does not in itself confer qualifications on buyer.
C. Obtain firestop systems for each type of penetration or joint opening and construction condition indicated from a single manufacturer.
D. Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings".

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver firestopping products to Project site in original, unopened containers or packages with intact and legible manufacturer's labels identifying product and manufacturer, date of manufacture; lot number; shelf life, if applicable; qualified testing and inspection agency's classification marking; and mixing instructions for multicomponent materials.
B. Store and handle materials for firestopping products to prevent their deterioration or damage due to moisture, temperature changes, contaminants or other causes.

1.7 PROJECT CONDITIONS

A. Do not install firestopping products when ambient or substrate temperatures are outside limitations recommended by manufacturer.
B. Do not install firestopping products when substrates are wet due to rain, frost, condensation, or other causes.
C. Do not use materials that contain flammable solvents.

1.8 COORDINATION

A. Coordinate construction of openings and penetrating items to ensure that through-penetration firestop systems are installed according to specified requirements.
B. Coordinate sizing of sleeves, openings, core-drilled holes or cut openings to accommodate through-penetration firestop systems.
C. Schedule installation of firestopping after completion of penetrating item installation but prior to covering or concealing of openings.

PART 2 – PRODUCTS

2.1 FIRESTOPPING, GENERAL

A. Provide firestopping products that are compatible with one another, with the substrates forming openings, and with the items, if any, penetrating through-penetration firestop systems, under conditions of service and application, as demonstrated by firestopping products manufacturer based on testing and field experience.
B. Provide components for each firestopping system that are needed to install fill materials. Use only components specified by the firestopping manufacturer and approved by the qualified testing agency for the designated fire-resistance-rated systems.

2.2 ACCEPTABLE MANUFACTURERS

A. Subject to compliance with through-penetration firestop systems (XHEZ) and/or joint systems (XHBN) listed in Volume 2 of the UL Fire Resistance Directory, provide products of the following manufacturers as identified below:

1. Specified Technologies, Inc. (STI), Somerville, New Jersey
800 – 992 – 1180

2. Other manufacturers listed in the UL Fire Resistance Directory – Volume 2.

2.3 MATERIALS

A. General: Use only firestopping products that have been tested for specific fire-resistance-rated construction conditions conforming to construction assembly type, penetrating item type or joint opening width and movement capabilities, annular space requirements, and fire-rating involved for each separate instance.

B. Latex Sealants: Single component latex formulations that upon cure do not re-emulsify during exposure to moisture, the following products are acceptable:

1. Specified Technologies, Inc. (STI) SpecSeal Series SSS Intumescent Sealant
2. Specified Technologies, Inc. (STI) SpecSeal Series LCI Intumescent Sealant
3. Specified Technologies, Inc. (STI) SpecSeal Series LC Endothermic Sealant
4. Specified Technologies, Inc. (STI) SpecSeal Series AS Elastomeric Spray
5. Specified Technologies, Inc. (STI) SpecSeal Series ES Elastomeric Sealant

C. Firestop Devices: Factory-assembled steel collars lined with intumescent material sized to fit specific outside diameter of penetrating item, the following products are acceptable:

1. Specified Technologies, Inc. (STI) SpecSeal Series SSC Firestop Collars
2. Specified Technologies, Inc. (STI) SpecSeal Series LCC Firestop Collars

D. Fire Rated Cable Pathways: STI EZ-PATH™ Brand device modules comprised of steel raceway with intumescent foam pads allowing 0 to 100 percent cable fill, the following products are acceptable:

1. Specified Technologies Inc. (STI) EZ-PATH™ Fire Rated Pathway

E. Wall Opening Protective Materials: Intumescent, non-curing pads or inserts for protection of electrical switch and receptacle boxes to reduce horizontal separation to less than 24", the following products are acceptable:

1. Specified Technologies, Inc. (STI) SpecSeal Series SSP Firestop Putty Pads
2. Specified Technologies, Inc. (STI) SpecSeal Series EP PowerShield Insert Pads

F. Firestop Putty: Intumescent, non-hardening, water resistant putties containing no solvents, inorganic fibers or silicone compounds, the following products are acceptable:

1. Specified Technologies, Inc. (STI) SpecSeal Series SSP Firestop Putty

G. Wrap Strips: Single component intumescent elastomeric strips faced on both sides with a plastic film, the following products are acceptable:

1. Specified Technologies, Inc. (STI) SpecSeal Series RED Wrap Strip
2. Specified Technologies, Inc. (STI) SpecSeal Series BLU Wrap Strip

H. Firestop Pillows: Re-enterable, non-curing, mineral fiber core encapsulated with an intumescent coating contained in a flame retardant poly bag, the following products are acceptable:

1. Specified Technologies, Inc. (STI) SpecSeal Series SSB Firestop Pillows

I. Mortar: Portland cement based dry-mix product formulated for mixing with water at Project site to form a non-shrinking, water-resistant, homogenous mortar, the following products are acceptable:

1. Specified Technologies, Inc. (STI) SpecSeal Series SSM Firestop Mortar

J. Silicone Sealants: Moisture curing, single component, silicone elastomeric sealant for horizontal surfaces (pourable or nonsag) or vertical surface (nonsag), the following products are acceptable:

1. Specified Technologies, Inc. (STI) Pensil 300 Silicone Sealant
2. Specified Technologies, Inc. (STI) Pensil 300 SL Self-Leveling Silicone Sealant

K. Silicone Foam: Multicomponent, silicone-based liquid elastomers, that when mixed, expand and cure in place to produce a flexible, non-shrinking foam, the following products are acceptable:

1. Specified Technologies, Inc. (STI) Pensil 200 Silicone Foam

PART 3 – EXECUTION

3.1 PREPARATION

A. Examination of Conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.
B. Surfaces to which firestop materials will be applied shall be free of dirt, grease, oil, scale, laitance, rust, release agents, water repellents, and any other substances that may inhibit optimum adhesion.
C. Provide masking and temporary covering to prevent soiling of adjacent surfaces by firestopping materials.
D. Do not proceed until unsatisfactory conditions have been corrected.

3.2 FIRESTOPPING INSTALLATION

A. General Requirements: Install through-penetration firestop systems and fire-resistive joint systems in accordance with "Performance Criteria" Article and in accordance with the conditions of testing and classification as specified in the published design.
B. Manufacturer's Instructions: Comply with manufacturer's instructions for installation of firestopping products.
   1. Seal all openings or voids made by penetrations to ensure an air and water resistant seal.
   2. Consult with mechanical engineer, project manager, and damper manufacturer prior to installation of through-penetration firestop systems

that might hamper the performance of fire dampers as it pertains to duct work.

3. Protect materials from damage on surfaces subjected to traffic.
4. Apply a suitable bond-breaker to prevent three-sided adhesion in applications where this condition might occur such as the intersection of a gypsum wallboard/steel stud wall to floor or roof assembly where the joint is backed by a steel ceiling runner or track.
5. Where joint application is exposed to the elements, fire-resistive joint sealant must be approved by manufacturer for use in exterior applications and shall comply with ASTM C-920, "Specification for Elastomeric Joint Sealants".

3.3 FIELD QUALITY CONTROL

A. Inspections: Owner shall engage a qualified independent inspection agency to inspect through-penetration firestop systems.
B. Keep areas of work accessible until inspection by authorities having jurisdiction.
C. Where deficiencies are found, repair or firestopping products so they comply with requirements.

3.4 ADJUSTING AND CLEANING

A. Remove equipment, materials and debris, leaving area in undamaged, clean condition.
B. Clean all surfaces adjacent to sealed openings to be free of excess firestopping materials and soiling as work progresses.

END OF SECTION

SpecSeal Firestop Products
Specified Technologies, Inc.
200 Evans Way
Somerville, NJ 08876
(800) 992 - 1180

City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
Ronald Dailey, Councilman
Phillip Dupper, Councilman
John Lenart, Councilman

COUNCIL AGENDA: April 8, 2014

Approved/Continued/Denied By City Council Date _____

TO: City Council

FROM: T. Jarb Thaipejr, City Manager T.J.T.

SUBJECT: Property sale by San Bernardino County Relating to APN 0293-341-49

RECOMMENDATION

It is recommended that the City Council adopt Bill #R-2014-13

BACKGROUND

The Office of the Treasurer-Tax Collector posted several parcels to be sold at public auction for delinquent taxes. One of the parcels lies within Loma Linda's jurisdiction and is an existing drainage facility.

The Parcel is 10 feet wide and 845 feet in length located to the rear of the houses fronting on Wiley Street. The delinquent tax amount is $2,700.

If the City desires to purchase the property, a written objection must be submitted to the Office of the Treasurer-Tax Collector for consideration by the Board of Supervisors (resolution attached)

ANALYSIS

The parcel is available for purchase by the City through the Chapter 8 Tax Sale No. 364. The procedure takes place over a period of approximately one year, during which time the property owner has opportunity to redeem the parcel. If the attached resolution is adopted and the sale is consummated, any expenditure could occur in fiscal year 2013-2014, but would most likely occur in fiscal year 2014-2015, and would therefore be included in that budget process.

ENVIRONMENTAL

The purchase of land is categorically exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act ("CEQA") because the purchase of land will maintain the existing use of the property as a "drainage facility" and will not result in direct or reasonably foreseeable indirect adverse physical changes in the environment.

FINANCIAL IMPACT

$2,700 plus costs.

Attachments: Council Bill #R-2014-13
Map

RESOLUTION NO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, OBJECTING TO THE SALE OF CERTAIN TAX DEFAULTED PROPERTY WITHIN THE CITY OF LOMA LINDA (APN 0293-341-49) - CHAPTER 8, SALE NO. 364)

THE CITY COUNCIL OF THE CITY OF LOMA LINDA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The County Tax Collector has provided the City Clerk with a list of parcels, which have been approved by the Board of supervisors for sale by public auction for delinquent taxes, which includes parcels located within the City of Loma Linda. The proposed sale is known as Chapter 8, Sale No. 364.

Section 2. Section 3695 of the Revenue and Taxation Code provides that the governing body of any taxing agency may object to said sale if there is a public need for part or all of certain parcels and if the public agency will agree to enter into an agreement with the county to purchase said parcels.

Section 3. The list provided by the County Tax Collector includes parcels required by the City of Loma Linda for public purposes as set forth in attached Exhibit "A".

Section 4. The City of Loma Linda does hereby file with the County Tax Collector and the Board of Supervisors its formal objection to the sale of the parcel as the parcel is required for public use.

Section 5. The City Council does hereby authorize the City Manager to execute, on behalf of the City an agreement to purchase said parcel for an amount equal to the back taxes and such other incidental administrative County costs as may be involved.

PASSED, APPROVED AND ADOPTED this 8th day of April 2014 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Rhodes Rigsby, Mayor

ATTEST:

_____
Pamela Byrnes-O'Camb, City Clerk

EXHIBIT "A"

DESCRIPTION	SALE NUMBER	PURCHASE PRICE
0293-341-49	364	Approximately $2,700.00 (plus costs)

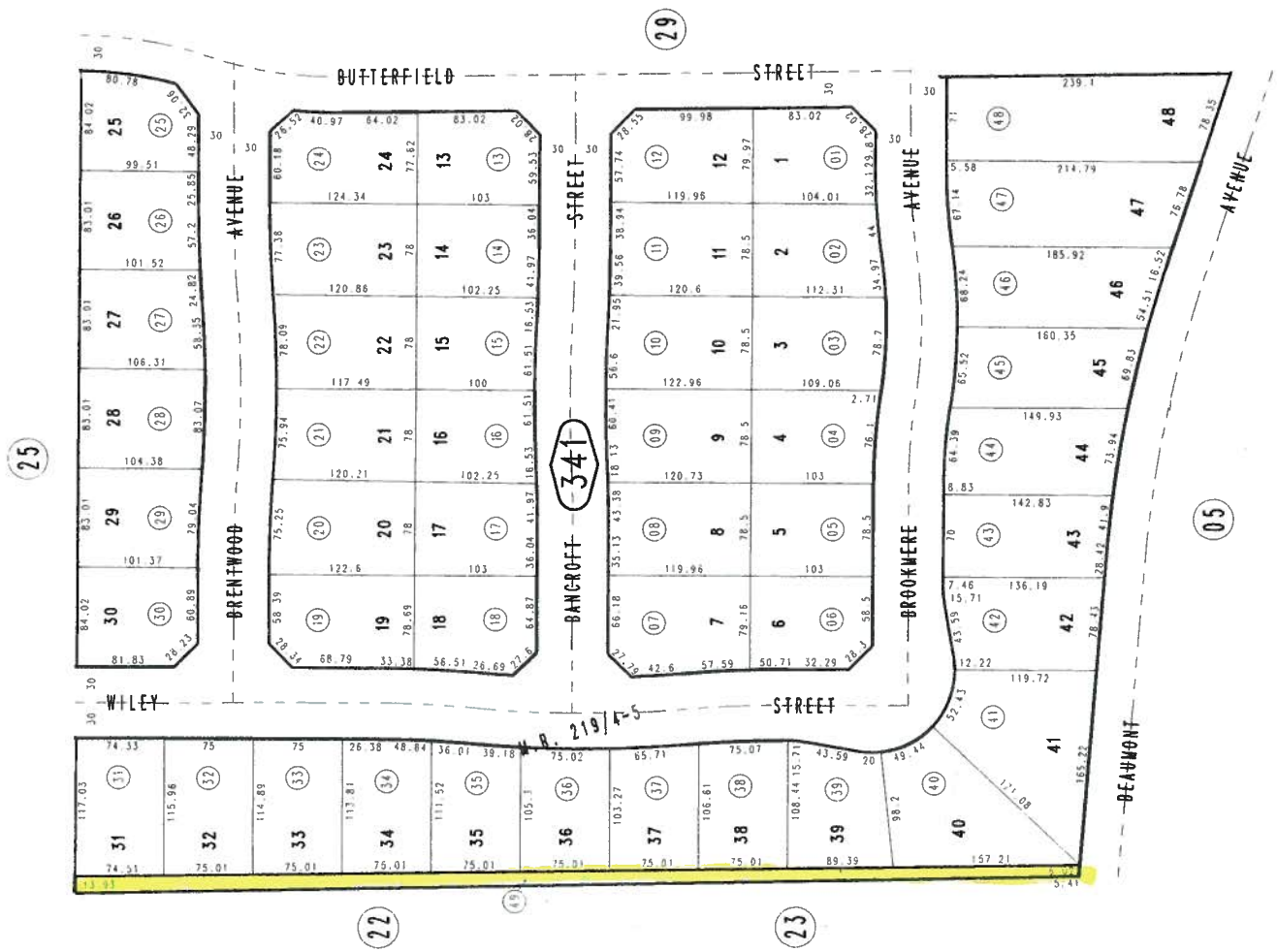
Subject property would be utilized for public purposes in that the subject parcel is an existing drainage facility that was a surplus parcel of an adjacent housing development. Subject parcel is also adjacent to City-Owned Parcels 0293-211-30 and 0293-221-50 which are part of the Edison Easement Trail. City ownership of Parcel 0293-341-49 would facilitate maintenance of the drainage facility.

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Tract No. 13887, M.B. 219/4-5

City of Loma Linda
Tax Rate Area
13003

0293- 34

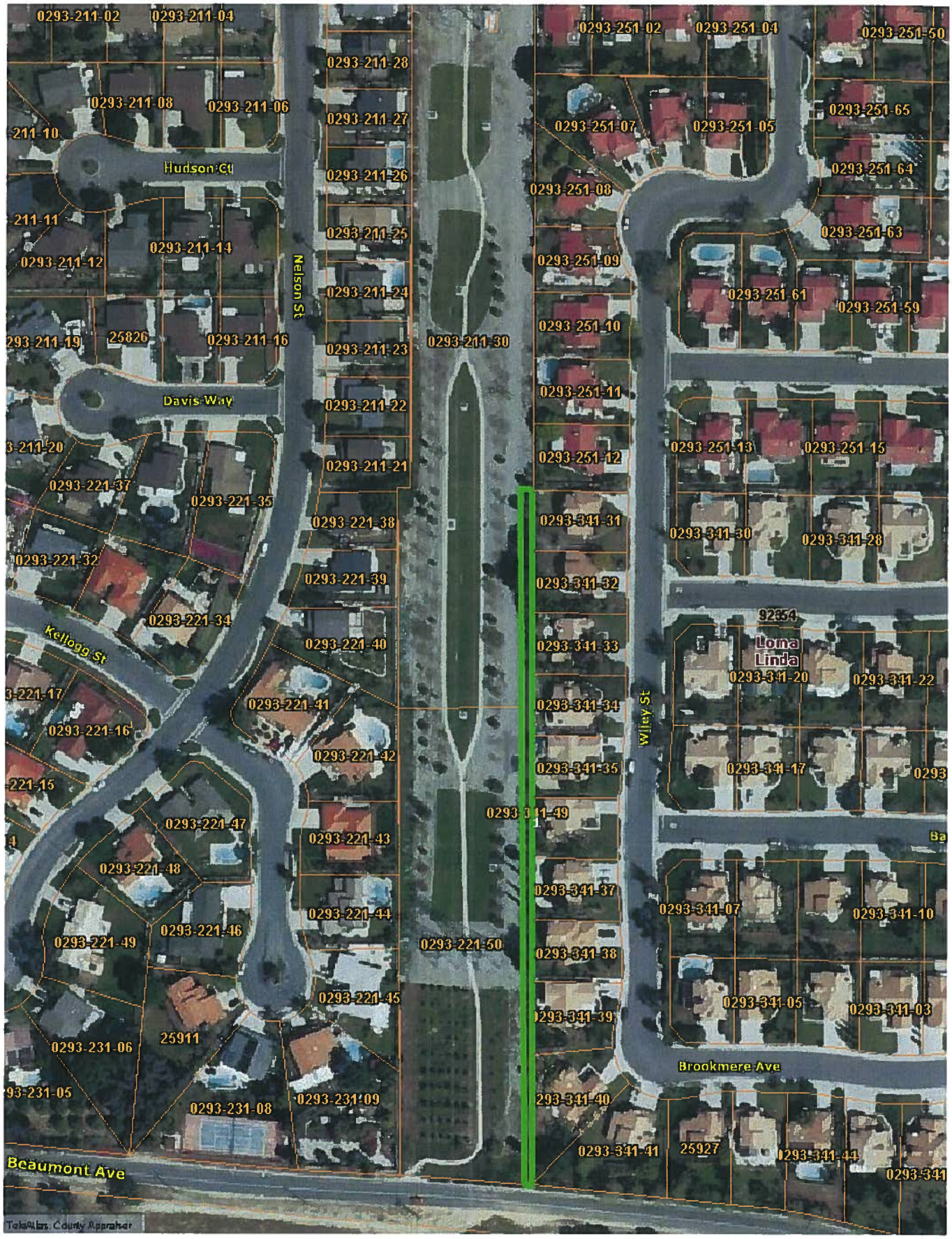


February 2004

Ptn. S.W.1/4 Sec.31
T.1S.,R.3W.

Assessor's Map
Book 0293 Page 34
San Bernardino County

REVISED


0293-211-02
0293-211-04
0293-211-28
0293-211-08
0293-211-06
0293-211-27
211-10
Hudson Ct
0293-211-26
211-11
0293-211-14
0293-211-12
0293-211-25
Nelson St
0293-211-24
293-211-19
25826
0293-211-16
0293-211-23
0293-211-30
Davis Way
0293-211-22
3-211-20
0293-211-21
0293-221-37
0293-221-35
0293-221-38
0293-221-32
0293-221-39
0293-221-34
Kellogg St
0293-221-40
3-221-17
0293-221-41
0293-221-16
0293-221-42
-221-15
0293-221-47
0293-221-43
0293-221-48
0293-221-44
0293-221-46
0293-221-49
0293-221-50
0293-221-45
25911
0293-231-06
93-231-05
0293-231-08
0293-231-09
Beaumont Ave
0293-251-02
0293-251-04
0293-251-50
0293-251-65
0293-251-07
0293-251-05
0293-251-64
0293-251-08
0293-251-63
0293-251-09
0293-251-61
0293-251-59
0293-251-10
0293-251-11
0293-251-13
0293-251-15
0293-251-12
0293-341-31
0293-341-30
0293-341-28
0293-341-32
92354
Loma Linda
0293-341-33
0293-341-20
0293-341-22
0293-341-34
Wiley St
0293-341-35
0293-341-17
0293
0293-341-49
Ba
0293-341-37
0293-341-07
0293-341-10
0293-341-38
0293-341-05
0293-341-03
0293-341-39
Brookmere Ave
293-341-40
0293-341-41
25927
293-341-44
0293-341
Tele Atlas, County Appraiser

City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
Ronald Dailey, Councilman
Phillip Dupper, Councilman
John Lenart, Councilman

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: April 8, 2014

TO: City Council

FROM: T. Jarb Thaipejr, City Manager T.J.T.

SUBJECT: Waste Delivery Agreement between the County and the City relating to a Contract Rate Change effective July 1, 2014

RECOMMENDATION

It is recommended that the City Council approve a rate increase of $0.16 per ton for the waste disposal services per the Waste Delivery Agreement effective July 1, 2014, to June 30, 2015, with the County of San Bernardino and authorize the Mayor to execute the Amendment.

BACKGROUND

On August 25, 1998, the City of Loma Linda and the County of San Bernardino, who operates the landfill, entered into a Waste Delivery Agreement (WDA). The agreement sets the rates and conditions for disposing waste at the County landfill. The County has calculated the annual cost of living adjustment as prescribed in Section 4.2(B) of the WDA. The calculation results in a $0.16 per ton increase to the contract rate. Approximately 40% or 8,000 tons per year of the solid waste generated in Loma Linda is sent to the landfill. The WDA fee is a pass-through fee per agreement with the refuse hauler and affects only tonnage sent to the landfill. The new Contract Rate will be $39.06 per ton of waste processed.

FISCAL IMPACT

Funding for this service is provided in Account No. 01-3600-1830.

Attachment

I:\Public Works Admin\Staff Reports\WDA Rate Increase 2013-14.doc

FISCAL YEAR 2014/2015
WASTE DELIVERY AGREEMENT
COLA ADJUSTMENT PER AGREEMENT SECTION 4.2(B)

Effective as of July 1, 2014

Fixed Portion of Rate	**$10.87**
Escalating Portion of Rate	**$17.63**
Total Rate	**$28.50**

EI = Employment Cost Index - Series ID: CIU2010000000000I (8)
(Compensation, Not Seasonally Adjusted, Private Industry Workers, Quarter ending September)
(For EI_2 refer to Page 10 of the DoL BLS Series Report attached)

EI_1	for Quarter ending September 2013	**119.00**
EI_2	for Quarter ending September 1997 - revised base year of 2005 = 100.00	74.20
	Index difference	44.80
	Percentage change	60.38%

PPI = Producer Price Index - Series ID: WPU03thru15
(Commodities, Industrial Commodities, Not Seasonally Adjusted)

PPI_1	for September 2013	**203.90**
PPI_2	for September 1997	127.70
	Index difference	76.20
	Percentage change	59.67%

Cost of Living Adjustment

1) Labor Adjustment = Labor Percent X Percentage Change in EI
30.00% X 60.38% = 18.11%

2) Other Adjustment = 100% less Labor Percent X Percentage Change in PPI
70.00% X 59.67% = 41.77%

Cost of Living Percent Adjustment 59.88%

Escalation Amount **$10.56**

FY 2014/2015 WDA Rate

Fixed Portion of Rate		**$10.87**
Escalated Portion	**$17.63 + $10.56 =**	**$28.19**
Total Rate		**$39.06**

Rate Change Comparison - without perchlorate surcharge

FY 2014/15 rate without perchlorate surcharge	$39.06
FY 2013/14 rate without perchlorate surcharge	$38.90
Amount of Total Rate Increase/(Decrease)	$0.16
Percent of Total Rate Change	0.405%

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FISCAL YEAR 2014/2015
WASTE DELIVERY AGREEMENT
COLA ADJUSTMENT PER AGREEMENT SECTION 4.2(B)

Employment Cost Index

Data extracted on: February 27, 2014 (7:51:01 PM)
Series Id: CIU2010000000000I (8)
Not Seasonally Adjusted
compensation: Total compensation
sector: Private industry
periodicity: Index number
Industryocc: All workers

Year	Qtr1	Qtr2	Qtr3	Qtr4	Annual
2001	85.0	85.8	86.7	87.3	
2002	88.2	89.2	89.7	90.0	
2003	91.4	92.3	93.2	93.6	
2004	94.9	95.9	96.7	97.2	
2005	98.2	98.9	99.5	100.0	
2006	100.8	101.7	102.5	103.2	
2007	104.0	104.9	105.7	106.3	
2008	107.3	108.0	108.7	108.9	
2009	109.3	109.6	110.0	110.2	
2010	111.1	111.7	112.2	112.5	
2011	113.3	114.3	114.6	115.0	
2012	115.7	116.4	116.8	117.1	
2013	117.9	118.6	119.0	119.4	

8 : See Footnote 8 on www.bls.gov/ect/cimapnote.htm.

http://www.bls.gov/ncs/ect/cimapnote.html#8
Employment Cost Trends

Footnote 8: Some estimates from September 2012 to March 2013 for this series were corrected on June 26, 2013. Details on the extent of the corrections are available at www.bls.gov/bls/eci_corrections_043013.htm.

Last Modified Date: June 26, 2013

Producer Price Index-Commodities

Data extracted on: February 27, 2014 (7:59:26 PM)
Series Id: WPU03THRU15
Not Seasonally Adjusted
Group: Industrial Commodities
Item: Industrial commodities
Base Date: 198200

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1996	126.4	126.3	126.4	127.3	127.5	127.1	127.0	127.3	127.4	127.5	128.0	129.3	127.3
1997	130.3	128.9	127.1	126.7	127.0	127.2	127.0	127.3	127.7	128.1	128.2	127.0	127.7
1998	125.9	125.3	125.0	125.3	125.5	125.1	125.3	124.5	124.1	124.2	123.8	123.3	124.8
1999	123.1	122.7	123.1	124.6	125.6	126.1	127.0	128.1	129.3	129.0	129.8	129.4	126.5
2000	130.0	131.5	132.6	132.2	133.0	135.9	135.9	135.2	137.3	137.8	137.3	138.5	134.8
2001	142.9	139.7	137.7	138.2	138.6	137.1	134.5	134.3	134.3	131.1	130.9	129.1	135.7
2002	129.4	129.1	130.5	132.4	132.3	132.4	132.6	132.8	133.7	134.8	134.7	134.4	132.4
2003	136.7	139.3	143.6	138.2	137.8	139.2	139.1	139.1	139.1	139.2	138.8	139.5	139.1
2004	142.2	142.8	143.3	144.8	146.5	147.3	148.2	149.3	149.1	151.8	153.5	152.0	147.6
2005	152.7	153.6	155.6	157.2	156.3	156.6	159.1	160.8	166.0	170.6	167.6	166.5	160.2
2006	168.3	165.7	166.3	168.8	170.6	170.6	171.3	172.4	169.2	165.4	168.0	168.9	168.8
2007	166.8	169.1	171.6	173.9	176.0	176.4	177.9	174.9	175.6	176.9	181.8	180.7	175.1
2008	182.8	184.6	190.2	193.8	200.0	204.0	209.5	202.4	200.1	189.3	178.4	172.3	192.3
2009	172.6	170.8	169.5	170.3	172.0	175.5	174.6	177.7	176.9	177.8	180.1(R)	180.4	174.8
2010	184.6	183.6	185.6	187.0	187.2	186.4	186.7	187.5	186.8	188.4	189.2	191.3	187.0
2011	194.2	196.4	200.4	204.2	205.7	205.0	205.9	203.7	204.4	201.9	202.1	200.6	202.0
2012	201.4	202.4	205.1	204.7	202.6	200.0	199.6	202.1	203.8	202.8	200.7	200.4	202.1
2013	201.6	204.1	203.3	203.2	203.3	203.4	203.6	204.1	203.9	202.6(P)	200.9(P)	201.9(P)	203.0(P)
2014	203.4(P)												

R : Revised
P : Preliminary. All indexes are subject to revision four months after original publication.

City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
Ronald Dailey, Councilman
Phillip Dupper, Councilman
John Lenart, Councilman

COUNCIL AGENDA: April 8, 2014

TO: City Council

SUBJECT: Request from the Chamber of Commerce for street closures and other City support for the Annual Community Parade and Fair, Sunday, October 19, 2014

Approved/Continued/Denied
By City Council
Date _____

LOMA LINDA
CHAMBER OF COMMERCE

March 27, 2014

The Honorable Rhodes Rigsby, Mayor
Members of the City Council
City of Loma Linda
C/o T. Jarb Thaipejr, City Manager
Loma Linda, CA 92354

Re: Request for Street Closures and other City Support for Annual Community Parade and Fair

Dear Mayor Rigsby and Council Members:

Please consider this the Loma Linda Chamber's formal request for permission to conduct the Community Parade on Sunday, October 19, 2014, and to initiate the process for approval of relevant street closures in connection with the parade. Also attached is a summary of parade staffing requests, based on past years' support from the City. We hope that the City will be able to assist us in these areas again this year as the parade continues to expand in scope.

The parade is scheduled to begin at 10:00 a.m. sharp, with pre-parade set-up and activity beginning around 6:30 a.m. We anticipate the parade will last for about one and one-half to two hours, ending at the Loma Linda Academy for the annual Fair around 12 noon.

The route will be the same as in the past, starting at Starr Street and Anderson and ending at the Academy. Staging will take place using eastbound and westbound lanes of Barton Road between Benton and Campus and on Anderson Street from Tulip to Prospect. Closure of these streets at 6:30 a.m. is requested. The Parade Route will require closure of Anderson from Barton to Court Street beginning at 9:00 a.m. (**including access from side streets opening onto Anderson**). A map is attached. If any more information is needed, please let me know.

I know we all look forward to this community event each year, and I hope all of you will be on hand to participate. You will be contacted personally in the very near future.

Sincerely,

Phil Carlisle
Chief Executive Officer

Attachments

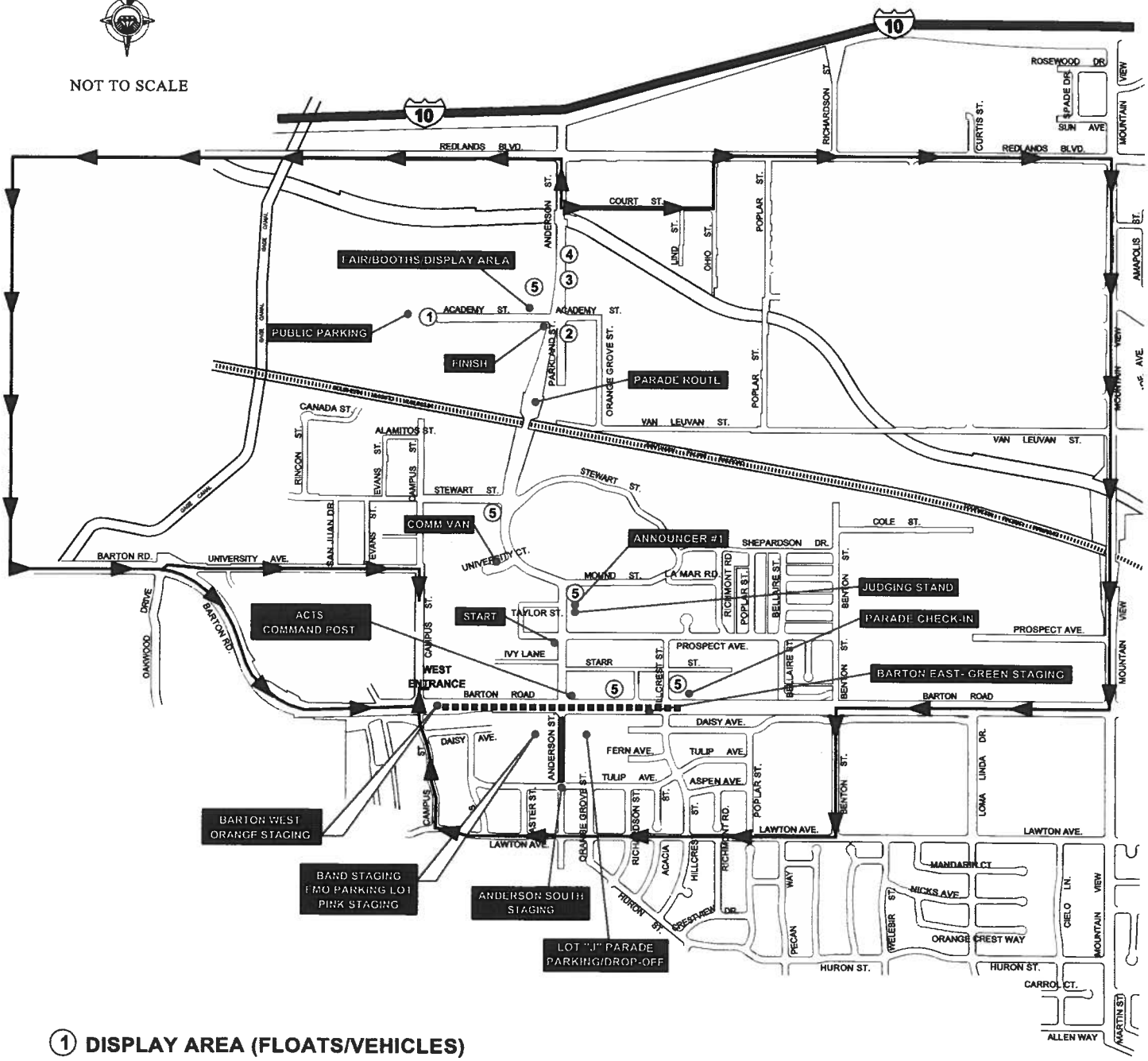
25541 BARTON ROAD, SUITE 4 – POST OFFICE BOX 343 - LOMA LINDA, CA 92354 - 909-799-2828
www.lomalindachamber.org

CITY OF LOMA LINDA

COMMUNITY PARADE DAY

GENERAL MAP

NOT TO SCALE



① DISPLAY AREA (FLOATS/VEHICLES)

② TRAILERS PICKUP AREA

③ GENERAL EXIT

④ BAND BUSES PICKUP AREA

⑤ PORT A POTTIES

Last Revision Date
10/10/02

I:\public safety projects\Parade General Map1

Logistics Team

Public Safety – City of Loma Linda

Public Safety at Parade, Parade Safety Plan, Traffic Control Plan, Traffic Control Material, Public Safety Communications, Parade logistics Control Radios, Public Convenience Facilities Placement, Parade Entrant Placement Cones & Delivery

Public Safety – Captain James Gray
Public Safety – Brandi Correia

Traffic Control – San Bernardino County Sheriff's Department

Traffic Control, Parade Entrant Registration Traffic Control

Traffic Control – Sylvia Beasley

CoC Parade Logistics – Loma Linda Chamber of Commerce

Parade Logistics coordination, Parade Route & Queuing Location Recommendations, Facilities & Materials Recommendations, Public Safety Interface, Traffic Control Interface, CoC Logistics Team Mgmt., Entrant Placement in Queues, Parade Start, Queue Merge, Parade Control

CoC Logistics Coordinator/Starter Phil Carlisle
Deputy Starter – Verne Miller

Queue Leaders

Entrant Placement in Queue, Entrant Control in Queue, Queue Status Reports, Parade Start Queue Merge Control, Queue Team Mgmt.

Main Queue – Verne Miller, one assistant
Floats/Large Vehicles – George Macias
Band Queue – Allison George

Route Coordination/Program Distribution –

Pre Parade Program Distribution

Communications – City of Loma Linda

Logistics Team Radios, Starter/Public Safety & Starter/Traffic Control Communications, En-Route Parade Status Support, Parade Start Flyover Coordination with Starter

City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
John Lenart, Councilman
Ronald Dailey, Councilman
Phillip Dupper, Councilman

COUNCIL AGENDA:	April 8, 2014
TO:	City Council
VIA:	T. Jarb Thaipejr, City Manager
FROM:	Konrad Bolowich, Assistant City Manager
SUBJECT:	Waiver of Special Events Fee

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the fee be waived.

BACKGROUND

The Loma Linda University Church – UKids Ministry is requesting a fee waiver for a Special Events permit for the Animal Vespers Program on Saturday, April 5th, 2014, between 5 pm and 6 pm. The estimated attendance is 500-600 people. A Special Events permit is required because the Church is requesting that University Avenue be closed for approximately 10-15 minutes for the loading and unloading of large animals, which include an elephant, a camel, and a yak. Volunteers will provide traffic control on University Avenue during the loading and unloading of animals, and directing parishioners to the designated parking areas.

The Church has had other similar events; however, none of the previous events have required the temporary closure of a street.

Typically, such events require a Special Events permit at a cost of $280.00.

ANALYSIS

A special events permit will need to be obtained and all mitigations and restrictions inherent in such a permit must be complied with.

ENVIRONMENTAL

None.

FINANCIAL IMPACT

The City will forgo the $280.00 revenue that a permit would typically generate.

ATTACHMENT

- Request for a fee Waiver

LomaLinda UniversityChurch
of Seventh-day Adventists

11125 Campus St. Loma Linda, CA 92354
(909) 558.4570 • fax (909) 558.4186 • www.lluc.org

T. Jarb Thaipejr
City Manager
City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354

Dear Loma Linda City Manager,

I can't tell you enough how much we appreciate the city expediting our permit.

Our program is a community church event that we do not profit from and we have been allocated a very limited budget to use for this event. Unfortunately we did not factor in the fee for a permit since until recently we were unaware we needed one. We would like you to please consider waiving the permit fee.

Please feel free to contact me if you have any further questions or concerns.

Blessings,
Lindsay Daguerressar

Loma Linda University Church
Family Ministries Event Coordinator
(909) 558-4570 x46099 | Ldaguerressar@icloud.com
http://www.lluc.org/

ATTACHMENT - A

City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
John Lenart, Councilman
Ronald Dailey, Councilman
Phillip Dupper, Councilman

COUNCIL AGENDA:	April 8, 2014
TO:	City Council
VIA:	T. Jarb Thaipejr, City Manager
FROM:	Konrad Bolowich, Assistant City Manager
SUBJECT:	Waiver of Special Events Fee

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the fee be waived.

BACKGROUND

St. Joseph the Worker Catholic Church is requesting a fee waiver for a Special Events permit for Easter Mass on Sunday, April 20, 2014. Due to an estimated attendance of 1,200 parishioners, traffic control measures are required to ensure that traffic resulting from the event does not negatively impact traffic flow on adjacent streets. This is the first time the Church has applied for a Special Events permit.

For over 10 years, the City has made City staff available to provide traffic control. The San Bernardino County Sheriff's Department has also provided up to two deputies to assist with traffic control.

Typically, such events require a Special Events permit at a cost of $280.00.

ANALYSIS

A special events permit will need to be obtained and all mitigations and restrictions inherent in such a permit must be complied with.

ENVIRONMENTAL

None.

FINANCIAL IMPACT

The City will forgo the $280.00 revenue that a permit would typically generate.

ATTACHMENT

- Request for a fee Waiver

I:\PROJECT FILES\Special Events\2014\SE 14-041 St. Joseph the Worker Easter Mass\CC Staff Report.doc

CC AGENDA ITEM 17b

St. Joseph the Worker Catholic Church

10816 Mountain View Ave
Loma Linda, CA 92354
(909)796-2605 * Fax (909)796-0755

April 1, 2014

T. Jarb Thaipejr, City Manager/Public Works
City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354

Dear Mr. Thaipejr,

St. Joseph the Worker Community has been part of the area for 70 years – 55 years here on Mountain View Ave. Each Easter, given the added traffic for services the City of Loma Linda has kindly provided assistance with traffic flow for our Religious services. We have always expressed our appreciation for this help to practice our Catholic faith. In my experience of 40 + years as a priest in many locations I have never ever experienced the difficulties we are experiencing this year. All we are doing is gathering to practice our Catholic faith. We are not asking for anything extraordinarily complicated.

We as a congregation of 1000 + Loma Linda families would appreciate your assistance with this and the waiver of the $280.00 fee.

Sincerely yours,

Rev. Msgr. Philip A. Behan
Pastor

ATTACHMENT – A

City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
John Lenart, Councilman
Ronald Dailey, Councilman
Phillip Dupper, Councilman

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: April 8, 2014

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Konrad Bolowich, Assistant City Manager

SUBJECT: Request to confirm an Agreement for Professional Services between the City and Kunzman Associates, Inc. to contract planning services and to prepare the Environmental Documents relating to the Loma Linda Veterans Outpatient Clinic.

RECOMMENDATION

It is recommended that the City Council takes the following actions:

1. Approve the Agreement for Professional Support Services with Kunzman Associates, Inc. to provide peer reviewed technical studies for the Loma Linda Veterans Outpatient Clinic; and,

2. Approve the use of funds to be deposited in the amount of $30,925 as a pass through fee paid for by the applicant to cover the costs of contract planning services and the environmental analysis

BACKGROUND

Planning staff sent out a Request for Proposal to peer review technical studies and to provide and prepare the related environmental documents for the Loma Linda Veterans Outpatient Clinic. Staff received proposals from consultants and rated them on their prior experience, scope of work, time of completion, and cost estimates, and based on these factors, Kunzman Associates, Inc. was selected to provide professional support services and perform the environmental analysis and associated technical studies for the proposed project.

FINANCIAL IMPACT

The proposed Agreement for Professional Services with Kunzman Associates, Inc. to prepare the environmental analysis for the Loma Linda Veterans Outpatient Clinic project will not result in any financial impacts to the City. The associated costs will be borne by the project applicant, as indicated by the request to use funds deposited by the applicant as a pass through fee.

ATTACHMENT

1. Agreement for Professional Services (Includes Scope of Services and Cost Estimate)

CITY OF LOMA LINDA

AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
AGREEMENT NO. 1
(Between City of Loma Linda and Kunzman Associates, Inc.)

This First Amendment to Agreement for Consultant Services is made and executed on the date set forth below by and between the City of Loma Linda, a municipal corporation ("City"), and Kunzman Associates, Inc., ("Consultant").

Whereas City and Consultant desire to amend that certain agreement authorizing Peer Review of Traffic and Air Quality/GHG Studies, and dated January 27, 2014, (hereinafter referred to as "the Agreement") by which Consultant undertook to perform certain professional services for City as described therein during term and otherwise subject to all of the covenants and conditions set forth therein.

Now therefore City and Consultant agrees that the **Term, Services and Payment** paragraphs of the Agreement are hereby is amended to read as follows:

1. TERM

This Agreement shall commence on **January 27, 2014 (and continue as amended February 12, 2014)**, and shall remain and continue in effect for a period of approximately **one (1) month(s)** until tasks described herein are completed, but in no event later than **March 1, 2014**, unless sooner terminated pursuant to the provisions of this Agreement, or as mutually extended in writing by the City.

2. SERVICES

Consultant shall perform the tasks described and set forth in **Exhibits "A" and "B"** attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit B**.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibits A and B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed a total of **$30,925.00 ($5,800.00 per initial agreement + $25,125.00 per this first Amendment)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first below in the CITY OF LOMA LINDA.

February 12, 2014
[Date]

By: _____ 2/12/14
[Consultant] *[Title]*

By: _____ _____
[Signature -City Manager or Designee] *[Title]*

EXHIBITS

Exhibit A – Agreement for Consultant Services, executed January 27, 2014
Exhibit B – Amended Scope of Services, dated February 12, 2014

EXHIBIT "A"

CITY OF LOMA LINDA

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of **January 27, 2014**, between the City of Loma Linda, a municipal corporation ("City") and **KUNZMAN ASSOCIATES, INC.** (Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **January 27, 2014** and shall remain and continue in effect for a period of approximately **two (2) weeks** until tasks described herein are completed, but in no event later than **March 1, 2014**, unless sooner terminated pursuant to the provisions of this Agreement, or as mutually
extended in writing by the City.

2. SERVICES

Consultant shall perform the tasks described and set forth in **Exhibit "A"** attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A.**

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

City's City Manager, or his designee shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on

the above tasks. This amount shall not exceed $5,800.00 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within fifteen (15) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the

performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the even that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to 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.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant's employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

10. INSURANCE

(a) Consultant shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall Consultant allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Consultant shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best company ratings of no less than A- (strength) and VI (class):

- Commercial general liability at least as broad as ISO CG 0001
  (per occurrence) 1,000,000, (general aggregate) 2,000,000
- Commercial auto liability at least as broad as ISO CA 0001 (per accident) 1,000,000
- Professional Liability (per claim and aggregate) 1,000,000
- Worker's compensation Statutory

(b) All insurance required by this section shall apply on a primary basis. Consultant agrees that it will not cancel or reduce said insurance coverage. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate

this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(c) Auto liability insurance shall cover owned, nonowned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto endorsement to the general liability policy.

(d) At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate of insurance, in a form acceptable to City showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including the Indemnitees as additional insureds. Consultant shall promptly file with City such certificate or certificates and endorsements if applicable. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

(e) No policy required by this section shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the Indemnitees.

(f) All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

(g) In accordance with the provisions of California Labor Code, Section 3700, every employer shall secure the payment of compensation to his employees. Consultant shall, prior to commencing work, sign and file with City a certification as follows:

> I am aware of the provisions of Section 3700 of the California 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 Agreement."

d. General Insurance Requirements: All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors waive the right of subrogation against City and City's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by City; and (3) they cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City by certified mail. Consultant shall furnish City with copies of all such policies. Consultant may effect for its own account insurance not required under this Agreement.

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Loma Linda in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Loma Linda will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpena.

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

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354

Attention: City Clerk

To Consultant

KUNZMAN ASSOCIATES, INC.
1111 Town & Country Road, Suite 34
Orange, CA 92868

Attention: Carl Ballard

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Loma Linda business license.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Loma Linda.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement.

22. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first below in the CITY OF LOMA LINDA.

January 27, 2014
[Date]

By: _____ PRINCIPAL ASSOCIATE
[Consultant] *[Title]*

By: _____ Assist City Mgr
[Signature -City Manager or Designee] *[Title]*

KUNZMAN ASSOCIATES, INC.
OVER 35 YEARS OF EXCELLENT SERVICE

January 23, 2014

Mr. Guillermo Arreola, Associate Planner
CITY OF LOMA LINDA
25541 Barton Road
Loma Linda, CA 92354-3160

Dear Mr. Arreola:

INTRODUCTION

The firm of Kunzman Associates, Inc. is pleased to submit this proposed agreement to provide professional engineering services for a traffic and air quality/greenhouse gas impact analysis third party review of the Veterans Administration (VA) Medical Clinic project in the City of Loma Linda.

SCOPE OF WORK

The scope of work anticipated to be required for the traffic impact analysis third party review of the project includes (1) obtaining a copy of the latest traffic impact analysis; (2) interfacing via teleconference with the project applicant/project team; and (3) preparing a written review of the traffic impact analysis.

The scope of work anticipated to be required for the air quality/greenhouse gas impact analysis third party review of the project includes (1) obtaining a copy of the latest air quality/greenhouse gas impact analysis; (2) reviewing the analysis methodology, approach and assumptions to ensure that the technical analysis is adequate for use in the MND, meets the requirements of the SCAQMD, and is in accordance with CEQA and Federal Clean Air Act Conformity Analysis; (3) reviewing the project description, project assumptions and project data to ensure that the air quality and greenhouse gas analysis is based on a project that is substantially consistent with that presented to the City for review; (4) reviewing the project data and site conditions to ensure that the baseline data used in the air quality and greenhouse gas are essentially unchanged since the time the study was completed and provide confirmation that no change in site conditions is anticipated or updates required; (5) including a written summary of project mitigation measures that should be carried forward into the MND; and (6) preparing a peer review memorandum that will summarize the results of the previous work tasks.

MEETING ATTENDANCE

The proposed fee does not include attendance at public hearings/meetings, which may be required to secure approval of the project. If these are required and requested, attendance at follow-up meetings or hearings will be billed on a time-and-material basis.

1111 TOWN & COUNTRY ROAD, SUITE 34
ORANGE, CALIFORNIA 92868
(714) 973-8383

WWW.TRAFFIC-ENGINEER.COM

Mr. Guillermo Arreola, Associate Planner
CITY OF LOMA LINDA
January 23, 2014

COPIES OF REPORT

Two copies (one bound and one PDF for the client's use) of the traffic and air quality/greenhouse gas impact analysis third party review will be prepared and submitted to the client.

TIME SCHEDULE

It is estimated that the traffic and air quality/greenhouse gas impact analysis third party review will take approximately 7 working days to complete from the date of authorization, and date of receipt of data essential for the study.

INSURANCE

The fee includes Kunzman Associates, Inc. maintaining broad form general liability insurance, workman compensation insurance, and professional liability insurance.

COMPENSATION

The maximum fee is $5,800. The fee will be based on hours worked and is a maximum not to be exceeded without prior approval from you or your authorized representative. The Kunzman Associates, Inc. standard compensation schedule is attached. This letter can serve as a memorandum of agreement and our authorization to proceed. Please sign one copy and return it to us for our files. We are looking forward to serving you on this project.

Respectfully submitted,

KUNZMAN ASSOCIATES, INC.

Carl Ballard, LEED GA
Principal Associate
#5630

CONTRACT APPROVAL

Approved by: _____

Title: _____

Firm: _____

Date: _____

KUNZMAN ASSOCIATES, INC.

OVER 35 YEARS OF EXCELLENT SERVICE

STANDARD COMPENSATION SCHEDULE

(Effective January, 2004)

CLASSIFICATION	HOURLY RATE
Principal	$150.00
Principal Associate	$125.00
Senior Associate	$125.00
Associate	$100.00
Junior Associate	$ 75.00
Technician	$ 40.00
Secretary	$ 40.00

GENERAL PROVISIONS OF AGREEMENT

1. Travel, reproduction, and supply costs are billed at cost.

2. Hourly rates apply to work time as well as travel time and waiting time, which occur at meetings, public hearings, depositions, or court testimony.

3. Statements will be submitted monthly for work in progress or upon completion of work. Statements are payable within 30 days of the statement date. Any invoice unpaid after 30 days shall be subject to a service charge of the maximum interest rate allowed by law or two percent per month, whichever is less.

4. Client hereby agrees that the balance in a billing statement is correct and binding unless the client notifies the consultant in writing within fifteen days of the date of billing and informs consultant of the alleged incorrect item.

5. All documents produced as a result of this agreement may be used by the consultant without consent from the client.

6. The consultant makes no warranty as to his findings except that the work is performed using generally accepted methods.

7. The consultant will format the report according to client instructions at the beginning of the project, or in the absence of such instructions, in a format chosen by the consultant and consistent with accepted professional transportation engineering studies.

8. The consultant will produce an objective, professional report, and may not arrive at the findings desired by the client.

9. The client agrees to limit the consultant's liability to the client, because of professional negligent acts, errors, or omissions by the consultant, to the consultant's fee.

10. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

11. Where Kunzman Associates, Inc. initiates arbitration proceedings relating to this contract, any resultant fees to process arbitration, such as filing fees and attorney fees, shall be borne by the client.

12. If any term, condition, or provision of this Agreement is declared void, unenforceable, or limited in its application or effect, such event shall not affect any other provisions hereof and all of the provisions shall remain fully enforceable.

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EXHIBIT "B"

KUNZMAN ASSOCIATES, INC.
OVER 35 YEARS OF EXCELLENT SERVICE

February 12, 2014

Mr. Guillermo Arreola, Associate Planner
CITY OF LOMA LINDA
25541 Barton Road
Loma Linda, CA 92354-3160

Dear Mr. Arreola:

INTRODUCTION

The firm of Kunzman Associates, Inc. is pleased to submit this proposed agreement to provide professional engineering services for a revised traffic and air quality impact analysis for the Veterans Administration (VA) Medical Clinic project in the City of Loma Linda.

SCOPE OF WORK

The traffic impact analysis will consist of preparing an objective report suitable for submission to the reviewing agency. The report will be prepared in accordance with accepted professional transportation engineering standards. The final illustrated report will summarize the traffic impact analysis findings, methodology, and supportive data. It will quantify existing traffic conditions, traffic conditions upon project completion, and recommend mitigation measures.

Specifically, the traffic impact analysis will consist of (1) discussing the proposed development with City staff; (2) conducting a field survey; (3) obtaining traffic counts at the study area intersections taken within the past year; (4) determining project trip generation based upon the latest Institute of Transportation Engineers, Trip Generation, 9th Edition, 2012; (5) distributing the project trip generation to the street system; (6) determining the project's traffic impacts; (7) analyzing site access locations; and (8) mitigating the impacts. Mitigation measures will include roadway sizing recommendations, intersection controls, and special treatments such as left turn pockets and right turn lanes as might be required by the project. The traffic impact analysis will include calculation of intersection delay utilizing the Highway Capacity Manual (HCM) at up to twenty-one (21) intersections in the project vicinity during the peak hours for existing, existing plus project, Opening Year, and Year 2035 traffic conditions based upon the SBTAM traffic model.

AIR QUALITY IMPACT ANALYSIS SCOPE OF WORK

The scope of work reflects the effort needed to revise the air quality impact analysis for the project, due to the updates in the traffic study. The trip generation rate will be updated in the traffic study which will

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result in an increase in traffic (and traffic-related emissions) for the project. The construction-related emissions will not be revised.

- Summarize construction-related finding from previous study and state purpose for memorandum.

- Re-evaluate and quantify regional criteria pollutant and GHG emissions associated with the operations of the proposed project for the project utilizing the CalEEMod Model. If significant emission levels are found to be created from operational activities, feasible mitigation will be developed and quantified.

- Re-evaluate the operational GHG emissions from the project and compare to the SCAQMD's 'all land use' threshold of 3,000 metric tons of CO_2e per year. If the GHG emissions exceed the applicable thresholds, feasible mitigation will be developed and quantified.

- Prepare a revised air quality and GCC memorandum documenting the results of the study. The report will summarize the results of the previous work tasks.

MEETING ATTENDANCE

The proposed fee includes attendance at up to three (3) public hearings/meetings, which are required to secure approval of the project. If additional meetings are required and requested, attendance at follow-up meetings or hearings will be billed on a time-and-material basis.

COPIES OF REPORT

A digital PDF version of the traffic and air quality impact analysis will be prepared and submitted to the client. A Microsoft Word version of the report text and Microsoft Excel version of the report tables will also be made available. One (1) hard copy of the traffic and air quality impact analysis can be provided for governmental agency approval.

TIME SCHEDULE

It is estimated that the draft traffic and air quality impact analysis will be complete by February 28, 2014. Additionally, any delays resulting from circumstances beyond our control such as, but not limited to, accident, illness, equipment malfunction, weather, or employee departure, shall extend the time schedule.

INSURANCE

The fee includes Kunzman Associates, Inc. maintaining broad form general liability insurance, workman compensation insurance, and professional liability insurance; however, any insurance required by the client above that currently maintained by Kunzman Associates, Inc. shall be a reimbursable expense in addition to the total fee quoted. The Client agrees to limit the design professional's liability to the client and to all construction contractors and subcontractors on the project, due to the design professional's

negligent acts, errors, or omissions, such that the total aggregate liability of the design professional to all those named shall not exceed $1,000,000. In the event that a lawsuit is brought for the enforcement of any of the terms of this agreement, the prevailing party shall be entitled to attorney fees and costs.

COMPENSATION

The maximum fee is as follows:

Traffic Impact Analysis:	$21,000
Air Quality Impact Analysis:	$ 4,125
Total:	$25,125

The fee will be based on hours worked and is a maximum not to be exceeded without prior approval from you or your authorized representative. The Kunzman Associates, Inc. standard compensation schedule is attached.

This letter can serve as a memorandum of agreement and our authorization to proceed. Please sign one copy and return it to us for our files. We are looking forward to serving you on this project.

Respectfully submitted,

KUNZMAN ASSOCIATES, INC.

Carl Ballard, LEED GA
Principal Associate

#5630

CONTRACT APPROVAL

Approved by: _____

Title: _____

Firm: _____

Date: _____

KUNZMAN ASSOCIATES, INC.

OVER 35 YEARS OF EXCELLENT SERVICE

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4. Client hereby agrees that the balance in a billing statement is correct and binding unless the client notifies the consultant in writing within fifteen days of the date of billing and informs consultant of the alleged incorrect item.

5. All documents produced as a result of this agreement may be used by the consultant without consent from the client.

6. The consultant makes no warranty as to his findings except that the work is performed using generally accepted methods.

7. The consultant will format the report according to client instructions at the beginning of the project, or in the absence of such instructions, in a format chosen by the consultant and consistent with accepted professional transportation engineering studies.

8. The consultant will produce an objective, professional report, and may not arrive at the findings desired by the client.

9. The client agrees to limit the consultant's liability to the client, because of professional negligent acts, errors, or omissions by the consultant, to the consultant's fee.

10. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

11. Where Kunzman Associates, Inc. initiates arbitration proceedings relating to this contract, any resultant fees to process arbitration, such as filing fees and attorney fees, shall be borne by the client.

12. If any term, condition, or provision of this Agreement is declared void, unenforceable, or limited in its application or effect, such event shall not affect any other provisions hereof and all of the provisions shall remain fully enforceable.

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City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
John Lenart, Councilman
Ronald Dailey, Councilman
Phillip Dupper, Councilman

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: April 8, 2014

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Konrad Bolowich, Assistant City Manager

SUBJECT: Request to confirm an Agreement for Professional Services between the City and Plans Plus / P+ to contract planning services and to prepare the Environmental Documents relating to the Loma Linda Veterans Outpatient Clinic.

RECOMMENDATION

It is recommended that the City Council takes the following actions:

1. Approve the Agreement for Professional Support Services with Plans Plus / P+ to prepare the Environmental Analysis, including associated technical studies for the Loma Linda Veterans Outpatient Clinic; and,

2. Approve the use of funds to be deposited in the amount of $21,440 as a pass through fee paid for by the applicant to cover the costs of contract planning services and the environmental analysis

BACKGROUND

Planning staff sent out a Request for Proposal to provide contract planning services and to prepare the related environmental documents for the Loma Linda Veterans Outpatient Clinic. Staff received proposals from consultants and rated them on their prior experience, scope of work, time of completion, and cost estimates, and based on these factors, Plans Plus / P+ was selected to provide professional support services and perform the environmental analysis and associated technical studies for the proposed project.

FINANCIAL IMPACT

The proposed Agreement for Professional Services with Plans Plus / P+ to prepare the environmental analysis for the Loma Linda Veterans Outpatient Clinic project will not result in any financial impacts to the City. The associated costs will be borne by the project applicant, as indicated by the request to use funds deposited by the applicant as a pass through fee.

ATTACHMENT

1. Agreement for Professional Services (Includes Scope of Services and Cost Estimate)

CITY OF LOMA LINDA

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of December 4, 2013, between the City of Loma Linda, a municipal corporation ("City") and Planning Plus / P+ (Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on December 4, 2013 and shall remain and continue in effect for a period of approximately six (6) months until tasks described herein are completed, but in no event later than June 30, 2014, unless sooner terminated pursuant to the provisions of this Agreement, or as mutually extended in writing by the City.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

City's City Manager, or his designee shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed $21,440.00 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed Twenty-Threes Thousand, Five Hundred and Eighty-Four Dollars ($23,584.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within fifteen (15) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes

beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the even that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to 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.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant's employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

10. INSURANCE

(a) Consultant shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall Consultant allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Consultant shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

- Commercial general liability at least as broad as ISO CG 0001

  (per occurrence) 1,000,000, (general aggregate) 2,000,000
- Commercial auto liability at least as broad as ISO CA 0001 (per accident) 1,000,000
- Professional Liability (per claim and aggregate) 1,000,000
- Worker's compensation Statutory

(b) All insurance required by this section shall apply on a primary basis. Consultant agrees that it will not cancel or reduce said insurance coverage. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable

cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(c) Auto liability insurance shall cover owned, nonowned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto endorsement to the general liability policy.

(d) At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate of insurance, in a form acceptable to City showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including the Indemnitees as additional insureds. Consultant shall promptly file with City such certificate or certificates and endorsements if applicable. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

(e) No policy required by this section shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the Indemnitees.

(f) All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

(g) In accordance with the provisions of California Labor Code, Section 3700, every employer shall secure the payment of compensation to his employees. Consultant shall, prior to commencing work, sign and file with City a certification as follows:

> I am aware of the provisions of Section 3700 of the California 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 Agreement."

(h) General Insurance Requirements: All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors waive the right of subrogation against City and City's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by City; and (3) they cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City by certified mail. Consultant shall furnish City with copies of all such policies. Consultant may effect for its own account insurance not required under this Agreement.

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including

eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Loma Linda in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Loma Linda will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants,

shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpena.

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

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Loma Linda 25541 Barton Road Loma Linda, CA 92354 Attention: City Clerk
To Consultant	Planning PLUS \ P + 2701 Prospect Avenue La Crescenta, CA 91214

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Melanie Traxler (responsible employee) shall perform the services described in this Agreement.

Consultant's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the responsible employee from Consultant's employ. Should he leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Loma Linda business license.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Loma Linda.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth

herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement.

22. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first below in the CITY OF LOMA LINDA.

12/3/13

[Date]

By: Digitally signed by Melanie Doran Traxler
DN: cn=Melanie Doran Traxler, o=Planning PLUS, ou, email=pingplus@aol.com, c=US
Date: 2013.12.03 17:50:31 -08'00'

[Consultant]

Principal

[Title]

By:

[Signature -City Manager or Designee]

Assistant City Manager

[Title]

herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement.

22. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first below in the CITY OF LOMA LINDA.

_____
[Date]

By:_____ _____
[Consultant] *[Title]*

By: _____ Assistant City Manager
[Signature -City Manager or Designee] *[Title]*

City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
John Lenart, Councilman
Ronald Dailey, Councilman
Phillip Dupper, Councilman

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: April 8, 2014

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Konrad Bolowich, Assistant City Manager

SUBJECT: Request confirm an Agreement for Professional Services between the City and Lilburn Corporation to contract planning services and to prepare the Environmental Documents relating to the Integrated Campus Master Plan.

RECOMMENDATION

It is recommended that the City Council takes the following actions:

1. Approve the Agreement for Professional Support Services with Lilburn Corporation to prepare the Environmental Analysis, including associated technical studies for the Integrated Campus Master Plan; and,

2. Approve the use of funds to be deposited in the amount of $154,880 as a pass through fee paid for by the applicant to cover the costs of contract planning services and the environmental analysis

BACKGROUND

Planning staff sent out a Request for Proposal to provide contract planning services and to prepare the related environmental documents for the Integrated Campus Master Plan. Staff received proposals from consultants and rated them on their scope of work, time of completion, and cost estimates, and based on these factors, Lilburn was selected to provide professional support services and perform the environmental analysis and associated technical studies for the proposed project.

FINANCIAL IMPACT

The proposed Agreement for Professional Services with Lilburn Corporation to prepare the environmental analysis for the Integrated Campus Master Plan project will not result in any financial impacts to the City. The associated costs will be borne by the project applicant, as indicated by the request to use funds deposited by the applicant as a pass through fee.

ATTACHMENT

1. Agreement for Professional Services (Includes Scope of Services and Cost Estimate)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of September, 2010, by and between THE CITY OF LOMA LINDA, a Municipal Corporation (hereinafter referred to as "CITY") and LILBURN CORPORATION, a California corporation, (hereinafter referred to as "CONSULTANT").

A. RECITALS

1. CITY has need of a consultant to provide professional planning and environmental staff services ("PROJECT" hereinafter);

2. CONSULTANT previously has provided professional planning and environmental staff services to CITY and other cities;

3. CITY desires to retain CONSULTANT to perform professional planning and environmental staff activities and duties necessary to assist CITY with the PROJECT. Whenever possible, the cost of such services shall be passed through to developers for specific development applications;

4. CONSULTANT represents that it is qualified to perform such services and is willing to perform such services necessary to render advice and assistance to CITY in the preparation of PROJECT as hereinafter defined.

NOW, THEREFORE, IT IS AGREED by and between CITY and CONSULTANT as follows:

B. AGREEMENT

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

a. PROJECT: The preparation of all of the necessary maps, plans, reports and documents as outlined in the Scope of Services described in Exhibits "A-1" through "A-4" hereto;

b. SERVICES: Such professional services as are necessary to be performed by CONSULTANT in order to complete the PROJECT;

c. TERM: This Agreement shall commence upon execution and shall remain and continue in effect for a period of 24 months unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for an additional 24 months upon mutual agreement of the CITY and CONSULTANT.

2. CONSULTANT agrees as follows:

a. CONSULTANT shall forthwith undertake and complete the PROJECT in accordance with Exhibits "A-1" through "A-4" and applicable with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of the CITY.

b. CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents (hereinafter collectively referred to as "documents") including all supplemental technical documents, as described in Exhibits "A-1" through "A-4" to CITY on a timely basis as required to meet the schedule for processing development applications. Copies of the documents shall be in such numbers as are required by Exhibits "A-1" through "A-4". CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B1c may be extended upon a written approval of CITY.

c. CONSULTANT shall, at CONSULTANT'S sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such other persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

d. CONSULTANT shall, at CONSULTANT'S sole cost and expense, secure the required issuance of a City Business License as a condition precedent to being engaged as a CONSULTANT within the CITY.

3. <u>CITY agrees as follows:</u>

a. To pay to CONSULTANT as outlined in Exhibits "A-1" through "A-4" for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT.

b. Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be detailed with respect to hourly rates (as set forth in Exhibits "A-1" through "A-4") and time expenditures for individual tasks.

c. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "A-4," attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed <u>$94,995.00</u> for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

d. Additional Services: Payments for additional services requested, in writing, by CITY, and not included in the Scope of Services as set forth in Exhibits "A-1" through "A-4" hereof, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in Exhibits "A-1" through "A-4." Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. <u>CITY agrees to provide to CONSULTANT:</u>

a. Information and assistance as set forth in Exhibits "A-1" through "A-4" hereto;

b. Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project;

c. Such information as is generally available from CITY files applicable to the Project;

d. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT'S responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of the CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

6. Termination: This Agreement may be terminated by CITY upon the giving of written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONSULTANT shall be compensated at CONSULTANT'S applicable hourly rates as set forth in Exhibit "A", on a pro rata basis with respect to work completed as of the date of termination. CONSULTANT shall provide to CITY any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in the Paragraph 7. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY:

CITY OF LOMA LINDA
Name: Jarb Thaipejr
Title: City Manager
Address: 25541 Barton Road, Loma Linda, CA 92354

CONSULTANT:

LILBURN CORPORATION
Name: Cheryl A. Tubbs
Title: Vice President of Operations
Address: 1905 Business Center Drive, San Bernardino, CA 92408

Any such notices, demands, invoices or written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States Mail, postage prepaid, and properly addressed as set forth above.

8. Insurance: CONSULTANT shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. CONSULTANT shall take out and maintain at all times during the term of this Agreement the following policies of insurance:

a. Workers' Compensation Insurance: Before beginning work, CONSULTANT shall furnish to CITY a Certificate of Insurance as proof that it has taken out full Workers' Compensation Insurance for all persons whom it may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

In accordance with the provisions of California Labor Code, Section 3700, every employer shall secure the payment of compensation to his employees. CONSULTANT shall, prior to commencing work, sign and file with CITY a certification as follows:

> I am aware of the provisions of Section 3700 of the California 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 Agreement."

b. Commercial Liability and Property Damage: Throughout the term of this Agreement, at CONSULTANT'S sole cost and expense, CONSULTANT shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and CONSULTANT, comprehensive, broad form, general commercial liability and automobile insurance against claims and liabilities for personal injury, death, or property damage arising from CONSULTANT'S activities, providing protection of at least One Million Dollars ($1,000,000.00) for bodily injury or death to any one person or for any one accident or occurrence, and at least One Million Dollars ($1,000,000.00) for property damage.

c. Errors and Omissions: CONSULTANT shall take out and maintain at all times during the term of this Agreement, a policy or policies of insurance concerning errors and omissions ("professional liability") providing protection of at least Five Hundred Thousand Dollars ($500,000.00) for errors and omissions ("professional liability") with respect to loss arising from actions of CONSULTANT performing services hereunder on behalf of CITY.

d. Automobile: Engineer shall take out and maintain at all times during the term of this Agreement, a policy or policies of Automobile bodily injury and property damage liability insurance, the limits of which shall not be less than one million dollars ($1,000,000) combined single limit per occurrence. Such insurance shall extend to owned, non-owned and hired automobiles used by Engineer's employees, agents or assigns in the performance of this contract.

e. General Insurance Requirements: All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California or as approved by the City's Risk Manager (or Counsel) and policies required under Paragraph 8b shall name, as additional insureds, CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors waive the right of subrogation against CITY and CITY'S elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to CITY by certified mail. CONSULTANT shall furnish CITY with copies of all such policies promptly upon receipt of them, or certificate evidencing the insurance. CONSULTANT may effect for its own account insurance not required under this Agreement.

9. Indemnification: CONSULTANT shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees from all liability from loss, damage, or injury to persons or property, including the payment by CONSULTANT of any and all legal costs and attorneys' fees, in any manner arising out of any negligent or intentional or willful acts or omissions of CONSULTANT in the performance of this Agreement, including, but not limited to, all consequential damages to the maximum extent permitted by law. Said indemnification shall include any claim that CONSULTANT, or CONSULTANT's employees or agents, are considered to be employees of the CITY or are entitled to any employee benefits from CITY, including but not limited to those available under Public Employees Retirement Law.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Independent Contractor: The parties hereto agree that CONSULTANT and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed to be employees of CITY for any purpose, including eligibility under Public Employees Retirement Law.

12. Compliance With Laws: CONSULTANT shall comply with all applicable laws in performing its obligations under this Agreement.

13. Confidentiality: Information and materials obtained by the CONSULTANT from CITY during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the CONSULTANT for any purpose other than the performance of this Agreement.

14. Discrimination: The CONSULTANT agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the CONSULTANT agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

15. Government Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.

17. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only as it is in writing, signed by all parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first set forth above.

CONSULTANT:
Lilburn Corporation

By: Cheryl A. Tubbs
Cheryl A. Tubbs
Title: Vice President of Operations

CITY:
City of Loma Linda, A Municipal Corporation

By: T. Jarb Thaipejr
Jarb Thaipejr
Title: City Manager

ATTEST:

Pamela Byrnes-O'Camb
Pamela Byrnes-O'Camb, City Clerk

APPROVED AS TO FORM:

Richard E. Holdaway, City Attorney

EXHIBIT "A-1"

SCOPE OF SERVICES

(PROPOSAL TO PREPARE CEQA DOCUMENTS AND RELATED TECHNICAL STUDIES FOR THE LLUMC INTEGRATED CAMPUS PLAN PROJECT VOLUME A)

PROPOSAL TO PREPARE CEQA DOCUMENTS AND RELATED TECHNICAL STUDIES FOR THE LLUMC INTEGRATED CAMPUS PLAN PROJECT

VOLUME A

Submitted to:

City of Loma Linda
Ms. Deborah Woldruff, AICP, Director
Community Development Department
25541 Barton Road
Loma Linda, CA 92354

Submitted by:

LILBURN
CORPORATION

1905 Business Center Drive
San Bernardino, CA 92408

July 22, 2010

of medical facility projects in the City of Loma Linda.

A summary of Lilburn Corporation's project team key personnel to be assigned to the City's CEQA project follows.

Cheryl A. Tubbs
Principal-in-Charge/Project Manager

Professional Experience Summary:
Ms. Tubbs has 33 years of professional experience in environmental and water resources planning, and public administration experience. She has provided consulting services in water resources management and environmental planning to public and private agencies; and has served as Assistant General Manager of the City of San Bernardino Water Department and Deputy Manager of Western Municipal Water District.

Ms. Tubbs' project experience includes the preparation and management of Environmental Impact Reports and Assessments in compliance with both CEQA and NEPA; land use feasibility studies; regional wastewater treatment facility plans; groundwater and surface water supply studies; transportation projects; solid waste and public facilities plans; urban water management and conservation plans; and public information/public participation programs.

She has served as Principal-in-Charge for the following relevant projects: Initial Study for LLUAHSC West Hall Parking Structure, Loma Linda; Initial Study for LLUMC Rehabilitation Pavilion, Loma Linda; Initial Study for Stewart Street Relocation, Loma Linda; Initial Study for LLU Centennial Complex Master Plan, Loma Linda; Initial Study for Shandin Ranch Specific Plan, San Bernardino; Initial Study for Salvation Army Residence, San Bernardino; Initial Study for 10-unit Cole Street Condominium Project, Loma Linda; Initial Study for Greek Orthodox Church Community Center, San Bernardino; Initial Study for North Hills Church, San Bernardino; Initial Study and Traffic Study for Fresh & Easy Tesco Commercial Center, Loma Linda; Initial Study for East Valley Water District Headquarters, San Bernardino; Initial Study and Air Quality Assessment for Holiday Inn at Orange Show Road and I-215, San Bernardino; EIR for Baseline Road Master Plan/City Park and Parkview Specific Plan, Upland; Initial Study for Chevron Wind Turbine at Copper Mountain College, Joshua Tree; and Initial Study/Traffic Study for Lewis Center Campus Master Plan/Specific Plan, Apple Valley.

Education:

M.B.A., Operations Management, California State University, San Bernardino, 1987
B.A., Geography, California State University, San Bernardino, 1977

Michael R. Perry
Senior Project Manager

Professional Experience Summary:
Mr. Perry has 25 years of experience in land use planning, CEQA compliance and environmental planning and permitting. He has worked as a City Planner for the City of Lake Elsinore and a Planner for Riverside County, Waste Department. He has provided CEQA compliance and project management for a variety of projects. He has managed and/or coordinated the environmental compliance documentation for numerous public and private development projects in southern California, including Categorical Exemptions, Negative and Mitigated Negative Declarations, and Focused and Program Environmental Impact Reports. *He is a California Registered Environmental Assessor (#03871).*

Frank Amendola
Environmental Analyst

Professional Experience Summary:
Mr. Amendola is an Environmental Analyst with 8 years of professional experience in environmental compliance. He has experience in the preparation of NEPA and CEQA documents and has assisted in the preparation of several Initial Studies, Environmental Assessments, and Environmental Impact Reports. He is also experienced in the preparation of Phase I Site Assessments and Air Quality Assessments. As an Environmental Analyst, his responsibilities include data collection in the field and by contacts with clients and agencies, performing analysis of data, and preparing written reports. *He is a California Registered Environmental Assessor (#30102).*

Relevant Experience:
Mr. Amendola has conducted Air Quality Assessments and assisted in the preparation of Initial Study and EIR documents including:

Initial Study for LLUAHSC West Hall Parking Structure, Loma Linda; Initial Study for LLUMC Rehabilitation Pavilion, Loma Linda; Initial Study for Stewart Street Relocation, Loma Linda; Initial Study for LLU Centennial Complex Master Plan, Loma Linda; EIR for Copper Mountain Community College Master Plan Update, Joshua Tree; EIR for Ontario Gateway Specific Plan EIR, City of Ontario; EIR for Outdoor Adventure Center Specific Plan, Grand Terrace; EIR for Henderson Creek Residential Development, Rancho Cucamonga; EIR for Baseline Road Master Plan and Parkview Specific Plan, Upland; Draft EIR for the Martin Ranch Residential Hillside Development in San Bernardino; Phase I Site Assessments for numerous public and private land acquisitions in San Bernardino and Riverside counties; and numerous Initial Studies for residential subdivisions and commercial developments in Rancho Cucamonga. Mr. Amendola has also served as a contract planner for the City of Rancho Cucamonga and the Town of Apple Valley, preparing several project application reviews and Initial Studies.

Education:

MBA, Business Management, California Baptist University, 2007
B.S., Environmental Health Science, California State University San Bernardino, 2002
A.S., Sciences, Crafton Hills College, 1999

RELEVANT PROJECT EXPERIENCE

Our team's experience with local government regulations and permitting processes provides strategic insight to procedural requirements, regulatory discretion, and applicable federal, state and local permitting requirements. Based on regulatory and environmental factors, and the project objectives and engineering design requirements, we assist local governments and project developers in developing a project specific approach for land use permitting.

The past five years of CEQA project experience and client references are provided on the following Table 1.

SUBCONSULTANTS

Lilburn Corporation frequently contracts for specialized professional services to assist our clients. For the proposed project we are teaming with Kunzman Associates to prepare a Focused Traffic Analysis. Kunzman Associates has worked with Lilburn Corporation since 1997 and has conducted traffic studies for several projects in the city of Loma Linda, including studies for the LLUMC.

TABLE 1

CEQA/NEPA PROJECTS COMPLETED & ON-GOING
2005 - Present

Completion Date	Project Duration	Type of Service	Contract Amount	Location of Area Served	Client
Mar-06	4 months	Initial Study - Condominium Project	$8,500	Loma Linda	City of Loma Linda 25541 Barton Road Loma Linda, CA 92354 Ms. Deborah Woldruff (909) 799-2831
Apr-06	3 months	Initial Study - Tentative Tract 17038 (48th & Little Mountain)	$7,000	San Bernardino	Windsor Pacfic Development 9711 Irvine Center Drive Irvine, CA 92618 Mr. Guy Roney (949) 872-2685
Apr-06	6 months	Initial Study for Barton Townhomes	$24,165	Loma Linda	City of Loma Linda 25541 Barton Road Loma Linda, CA 92354 Ms. Deborah Woldruff (909) 799-2831
Jun-06	12 months	Initial Study - Ranchero Road Extension (FHWA EA Underway - Phase II)	$145,000	Hesperia	City of Hesperia 9700 Seventh Avenue Hesperia, CA. 92345 Mr. Dave Reno (760) 947-1253
Dec-06	5 months	Initial Study - Pine & Belmont Residential	$8,500	San Bernardino	Transtech Enigneering 624 Brea Canyon Road Walnut, CA. 91789 Mr. Dave Ragland (909) 595-8599
Feb-07	10 months	EIR for Palmdale Marketplace Commercial Development	$97,660	Palmdale	Hopkins Real Estate 17461 Derian Ave. Irvine, CA. 92614 Mr. Brian Hopkins (949) 270-2405
Feb-07	36 months	Initial Study and Environmental Assessment - San Timoteo Creek Habitat Enhancement	$45,000	Loma Linda, Redlands, SB County	City of Loma Linda 25541 Barton Road Loma Linda, CA 92354 Ms. Deborah Woldruff (909) 799-2831

TABLE 1

CEQA/NEPA PROJECTS COMPLETED & ON-GOING
2005 - Present

Completion Date	Project Duration	Type of Service	Contract Amount	Location of Area Served	Client
Aug-07	22 months	EIR for Vulcan Materials' Aggregate Quarry	$150,000	Fresno County	County of Fresno 2220 Tulare Street Fresno, CA 93721 Mr. Rick Thaxton (559) 443-5346
Oct-07	3 months	Initial Study for Greek Orthodox Church Community Center	$12,500	San Bernardino	Dan Carlone Construction 234 North "D" Street San Bernardino, CA 92401 Mr. Dan Carlone (909) 386-1828
Nov-07	13 months	Initial Study for Lumber Yard Relocation	$4,500	San Bernardino	Robert's Lumber P.O. Box 3585 Rancho Cucamonga, CA 91729 Robert Cantero (909) 350-9164
Dec-07	6 months	Initial Study for Tyler Street Dog Park	$16,500	Riverside	Community Works Design Group 4649 Brockton Avenue Riverside CA 92506 Mr. Tim Maloney (951) 369-0700
Feb-08	3 months	Initial Study for North Hills Church	$12,500	San Bernardino	North Hills - Assemblies of God 863 North Mt. View Avenue San Bernardino, CA 92401 Mr. Terry Henderson
Mar-08	6 months	Initial Study and Traffic Study for Fresh & Easy Tesco Commercial Center	$25,850	Loma Linda	City of Loma Linda 25541 Barton Road Loma Linda, CA 92354 Ms. Deborah Woldruff (909) 799-2831
Mar-08	22 months	Environmental Assessment for Idyllwild Water District USFS Special Use Permit	$14,744	Idyllwild	Idyllwild Water District 25945 Idyllwild Road Idyllwild, CA 92549 Mr. Terry Lyons (951) 659-2143
Mar-08	4 months	Initial Study for Norton Space & Aeronautics Academy	$9,075	San Bernardino	Lewis Center for Educational Research 17500 Mona Road Apple Valley, CA 92307 Mr. Rick Piercy (760) 946-5414

TABLE 1

CEQA/NEPA PROJECTS COMPLETED & ON-GOING
2005 - Present

Completion Date	Project Duration	Type of Service	Contract Amount	Location of Area Served	Client
Oct-08	1 month	Initial Study for Parking Lot in San Bernardino	$9,500	San Bernardino	Waterman Holdings LLC 4221 Wilshire Blvd., Suite 240 Los Angeles, CA 90010 Jian Torkan (323) 932-7777
Oct-08	19 months	Initial Study & AQ for Holiday Inn Orange Show Rd.	$9,800	San Bernardino	BLBT Enterprises 371 S. La Cadena Drive Colton, CA 92324 Mr. Devin Gill (909) 709-1129
Oct-08	4 months	Initial Study for Alberhill SW Shale Mine Reclamation Plan (MCA Clay)	$25,470	Lake Elsinore	City of Lake Elsinore 130 S. Main St. Lake Elsinore, CA 92530 Wendy Worthey (951) 674-3124
Nov-08	24 months	Initial Study for Colton Storm Drain 3-5	$24,400	Colton	Engineering Resources, Inc. 1820 Commercenter Circle San Bernardino, CA 92408 Matt Brudin (951) 765-6622
Nov-08	22 months	Initial Study for Colton Landfill Expansion	$49,766	Colton	BAS 1360 Valley Vista Dr. Diamond Bar, CA 91765 Ira Snyder, Sr. VP (909) 860-7777
Nov-08	5 months	Initial Study for Paradise Way Community Park	$24,380	Big Bear Lake	SB County Special Districts Dept. 157 W. Fifth St., Second Floor San Bernardino, CA 92415-0450 James Oravets (909) 387-5940
Mar-09	8 months	General Biological Assessment & Focused Surveys for Observatory	$10,000	San Bernardino	Cal-State University San Bernardino 5500 University Parkway San Bernardino, CA 92407 Mr. Michael Wahl (909) 537-5136
May-09	22 months	EIR - MBK Homes Darby Lane TTM	$89,800	Muscoy	SB County, LUSD 385 N. Arrowhead Ave. San Bernardino, CA. 92415 Ms. Carrie Hyke (909) 387-4371

TABLE 1

CEQA/NEPA PROJECTS COMPLETED & ON-GOING
2005 - Present

Completion Date	Project Duration	Type of Service	Contract Amount	Location of Area Served	Client
On-going	9 months	Initial Study - Pioneertown Water System Improvements	$31,249	Pioneertown	SB County Special Districts Dept. 157 W. Fifth St., Second Floor San Bernardino, CA 92415-0450 James Oravets (909) 387-5940
On-going	20 months	EIR for Santa Ana River Trail Phase IV	$189,768	San Bernardino County	KTU+A 3916 Normal Street San Diego, CA92103 Mr. Kurt Carlson (619) 294-4477

- Review and discuss responses to circulated document
- Prepare Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for City adoption.
- Assist in preparation of Staff Report and Resolution as directed.

If EIR Recommended:

- Circulate NOP and Review NOP Responses
- Conduct any additional technical studies
- Prepare Screen Check Draft EIR
- Prepare Draft EIR
- Prepare Notice of Completion & Initiate Public Review
- Prepare Final EIR & Mitigation Monitoring & Reporting Plan
- Prepare Statement of Overriding Considerations (if required)
- Prepare Final Notices

TASK 1: MEET WITH PROJECT APPLICANT AND CITY; REVIEW AVAILABLE DATA

The purpose of this task is to collect and review all pertinent background data necessary to conduct the environmental analysis. We assume sufficient design detail and site disturbance information will be available at the 30 percent design level. We will obtain as available, the design team's utility research, geotechnical investigation, hydrology study, Storm Water Pollution Prevention Plan, grading plan, and landscape design. This task will also include a site visit with project team members.

TASK 2: DEVELOP PROJECT DESCRIPTION & ALTERNATIVES

In this task we will prepare a Project Description for use in the Initial Study that would also be sufficient for a subsequent EIR. The Project Description will be developed in cooperation with City staff and the Project Team. The Project Description will include a summary of the project as proposed, a discussion of the site plan, and the project's history and need.

We may also develop one Project Alternative that could be used for either a public meeting or for evaluation in an EIR if required. Alternatives may also be developed based on input received during public reviews. We will prepare graphics for use in the Initial Study, based in part on exhibits prepared to date by the project designers and engineers.

Final approval of the project description and alternative(s) will be provided by the City.

TASK 3: ATTEND COMMUNITY OUTREACH MEETING

Because the project will involve the demolition of and construction of major facilities on the campus, the City may determine the need for a community outreach effort to increase public awareness. Should the City determine that it desires to know of neighborhood concerns early in the process, we would assist in conducting a public outreach meeting. The meeting would be held at a location near the project site and at a time when most residents could attend.

Lilburn Corporation would provide a brief synopsis of the environmental review process and record all meeting comments, at the direction of the City.

- Starr Street (EW)
- Barton Road (EW)

- Obtain 24-hour two-day roadway link counts at the following locations:
  - San Juan Drive
  - San Lucas Drive
- Conduct a field inventory of: 1) intersection traffic control devices; 2) intersection approach lanes; and 3) roadway link through travel lanes for study area

Determine Cumulative Traffic Volumes for Project Full Occupancy Year, Without Project

- Determine traffic generation and traffic distribution for other development projects (up to 15 cumulative other development projects as necessary)
- Calculate the background growth component of future traffic volumes
- Calculate cumulative future peak hour intersection turning movement traffic volumes at study area intersections without project traffic
- Calculate cumulative future daily traffic volumes on study area roadway links without project traffic

Determine Cumulative Traffic Volumes for Project Full Occupancy Year, With Project

- Determine project traffic generation and project traffic distribution
- Calculate cumulative future peak hour intersection turning movement traffic volumes at study area intersections with project traffic
- Calculate cumulative future daily traffic volumes on study area roadway links with project traffic
- Conduct peak hour evaluations of project entrances, including inbound and outbound queue stacking requirements, and traffic signal warrants

Prepare Focused Traffic Analysis

- Analyze existing intersection performance based on the Highway Capacity Manual delay methodologies
- Analyze cumulative traffic volumes to determine intersection operation performance without project traffic
- Determine traffic improvements needed to serve the above traffic scenario without project traffic
- Analyze cumulative traffic volumes to determine intersection operation performance with project traffic
- Determine traffic improvements needed to serve the above traffic scenario with project traffic
- Review funding sources for study area circulation improvements, including funded improvements
- Prepare a draft focused traffic analysis report that incorporates findings and all supporting calculations and assumptions
- Review one set of governmental agency comments, whether verbal or written, and revise draft traffic impact analysis (if necessary).

Air Quality Assessment

An emissions inventory for criteria pollutants and an assessment of the estimated emissions as compared to existing South Coast Air Quality Management District (SCAQMD) CEQA significance thresholds will be prepared for the proposed project. The inventory will be based on the short-term construction phase and the estimated number of vehicle miles driven during the project's "operational" phase (to be provided by focused traffic analysis). The

We will submit five copies (and one CD) of the screen check Initial Study/Environmental Checklist to the City for review. The City will then make the determination as to whether a Negative Declaration/Mitigated Negative Declaration, or an Environmental Impact Report is the appropriate documentation for CEQA compliance.

If an EIR is not determined necessary, Lilburn Corporation will compile a distribution list of responsible and trustee agencies that should receive a copy of the Initial Study along with a Notice of Intent (NOI) to Adopt a Negative Declaration. The City may supply a list of any additional agencies and interested parties, as well as labels for a 300-foot radius mailing.

Following the City's review of the package, we will prepare copies and at your direction, distribute the Initial Study and NOI according to CEQA and the City's specifications. Proof of filing and distribution will be submitted to the City.

At completion of the 20-day public review, we will review any comments received and discuss the need for any changes to the project or the Initial Study with City staff. Once the document is finalized, we will provide a Notice of Determination (NOD) and any staff reports as requested.

PART 2 – EIR

Following completion of the focused technical studies and the Initial Study, and/or based on comments received from responsible or trustee agencies, or the general public, a decision may be made by the City to prepare an Environmental Impact Report. The scope of work that follows would be completed only if a Mitigated Negative Declaration is not determined the appropriate CEQA document for approval of the project.

TASK 6: PREPARE DRAFT EIR

This task will be initiated with preparation of a Notice of Preparation to be circulated to agencies and other interested parties indicating the City's intent to prepare an EIR. Following receipt of any responses to the NOP, we will prepare a summary of any new issues raised that were not brought forward during the Initial Study/NOI review. The scope of the EIR may be refined after reviewing public comments received on the NOP.

Each of the technical studies prepared during earlier tasks will be incorporated into the EIR analysis and included as technical appendices. The EIR may be focused only on certain issues described as potentially significant in the Initial Study, or as raised by public comment. We have assumed in our cost estimate that a Focused EIR will be prepared to address only the following environmental topics:

- Aesthetics
- Air Quality
- Geology & Soils
- Hazards & Hazardous Materials
- Traffic

The Geology and Soils and Hazards & Hazardous Materials analyses will rely on information provided by the Applicant's engineer.

We will compile a document that meets the needs of the project and is compliant with CEQA. Up to five copies of the Screen Check Draft EIR document will be delivered to the Community Development Department for review. We anticipate two rounds of review by the City prior to completion of the Draft EIR for public review (five copies in each round).

Once the MMRP is approved, we will provide one copy on CD and 20 printed copies to the City.

The Final EIR will consist of the Draft EIR, any revisions to the Draft EIR resulting from comments received, the MMRP and an additional chapter containing a compilation of all comments received, and responses to each comment on the Draft EIR.

Upon completion of the Final EIR we will submit one CD and five printed copies in MS Word 2007; and 20 CD and five printed copies in pdf format.

In conjunction with the preparation of the Final EIR, Lilburn Corporation will prepare the Findings of Fact and Statement of Overriding Considerations as necessary, for review by Legal Counsel.

Following receipt of the City's comments on the Administrative copy of the Final EIR, we will prepare a final document for certification. We will prepare 25 copies (hard copy and CD copy) of the Final EIR.

TASK 10: MEETINGS & PUBLIC HEARINGS

Throughout the preparation of the EIR, coordination with City staff will be regularly initiated to discuss results of analyses, resolve scope of work conflicts, obtain additional information as necessary, resolve any contract administration issues, and provide schedule updates. We anticipate a need for three meetings with staff and the Public Outreach Meeting. We will also attend a total of four public hearings (two before Planning Commission and two before City Council).

SCHEDULE

The schedule we propose is based on an assumed contract approval date of August 24, 2010. This provides for adoption of a Mitigated Negative Declaration by the end of 2010 and/or completion of the Final EIR for certification by the City Council in June, 2011. This assumes that changes to the project proposal are not made after we begin work in late August. The schedule for the completion is however flexible and can be shortened or lengthened depending on a number of factors including the amount of time the various departments will need to review the technical studies and provide input, the number of comments received on the NOP and Draft EIR, and the number of public meetings City staff intends to hold during the process.

Milestones for each of the major tasks identified in our Scope of Work are shown on the following schedule. We are committed to meeting these milestone dates assuming no constraints to the schedule occur that are outside of our control. Key personnel listed in this proposal will be assigned to the project. All personnel have the capabilities to perform the work and their present workload has been accounted for in the schedule provided herein.

EXHIBIT "A-2"

SCOPE OF SERVICES

(PROPOSAL TO PREPARE CEQA DOCUMENTS AND RELATED TECHNICAL STUDIES FOR THE LLUMC INTEGRATED CAMPUS PLAN PROJECT VOLUME B)

PROPOSAL TO PREPARE CEQA DOCUMENTS AND RELATED TECHNICAL STUDIES FOR THE LLUMC INTEGRATED CAMPUS PLAN PROJECT

VOLUME B

Submitted to:

City of Loma Linda
Ms. Deborah Woldruff, AICP, Director
Community Development Department
25541 Barton Road
Loma Linda, CA 92354

Submitted by:

LILBURN
CORPORATION

1905 Business Center Drive
San Bernardino, CA 92408

July 22, 2010

Table 1: Cost Estimates

CEQA Compliance Documentation for the LLUMC Integrated Campus Plan Project

COST CATEGORY / TASKS		LABOR									TOTAL ESTIMATED COSTS
		Principal/Project Director $170/hr.	Project Manager $140/hr.	Env Analyst, Planner $105/hr	Senior CAD Designer $95/hr.	Word Processor $75hr.	Labor Subtotal		Other Direct Costs		
							Hours	Costs			
Task 1: Kick-off Meeting, Site Visit & Data Review		2		4			6	$760			$760
Task 2: Project Description and Alternatives		2		10	2	4	18	$1,880			$1,880
Task 3: Public Outreach Meeting		3		6	4	2	15	$1,670	$175	a/b	$1,845
Task 4a: Focused Traffic Analysis		2					2	$340	$15,455	c	$15,795
Task 4b: Air Quality & GHG Analyses		2		16			18	$2,020			$2,020
Task 5: Prepare Initial Study/Circulate/Finalize		2		58	2	8	70	$7,220	$400	d	$7,620
SUBTOTAL - TASKS 1 - 5		**13**	**0**	**94**	**8**	**14**	**129**	**$13,890**	**$16,030**		**$29,920**
Task 6: Circulate NOP & Prepare Draft EIR		6	48	320	6	16	396	$43,110	$400	d	$43,510
Task 7: Prepare NOC & Distribute DEIR 30-day Public Review				14		24	38	$3,270	$1,100	a/d	$4,370
Task 8: Responses to Comments		2	8	20		6	36	$4,010			$4,010
Task 9: Final EIR, MMRP, Statement of Overrides			16	24		16	56	$5,960			$5,960
Task 10: Meetings and Hearings		4	8	16			28	$3,480	$25	a	$3,505
SUBTOTAL - TASKS 6 - 10		12	80	394	6	62	554	$59,830	$1,525		$61,355
TOTAL TASKS 1 - 10:		50	160	976	28	152	1,366	$147,440	$35,110		$91,275

Note: Task 10 Required for Either IS/MND or EIR; however fewer meetings may be required for Tasks 1 - 5

[a] Travel Expense

[b] Reproduction/Graphics

[c] Subconsultant - includes 10% Administrative Mark-up

[d] Mailing

EXHIBIT "A-3"

AMENDMENT

(AMENDMENT TO SCOPE OF WORK TO PREPARE CEQA DOCUMENTS AND RELATED TECHNICAL STUDIES FOR THE LLUMC INTEGRATED CAMPUS PLAN PROJECT)

LILBURN
CORPORATION
Strategic Planning & Environmental Services

August 25, 2010

City of Loma Linda
Community Development Department
ATTN: Deborah Woldruff, AICP, Director
25541 Barton Road
Loma Linda, CA 92354

SUBJECT: Amendment to Scope of Work to Prepare CEQA Documents and Related Technical Studies for the LLUMC Integrated Campus Plan Project

Dear Deborah:

Lilburn Corporation was recently selected by the City of Loma Linda to be the City's Environmental Consultant for the LLUMC Integrated Campus Project. Our proposal, submitted on July 22, 2010 provided a Scope of Work and Cost to assist the City by preparing CEQA documents and related technical studies for the Campus Plan as submitted by the LLUMC. At the time of developing our proposal, our understanding of the project was: *the construction of a new hospital tower to replace the non-compliant Cloverleaf Tower (which will be demolished), upgrading the Central Utility Plant, and constructing a new parking structure. The total number of beds provided would not be increased.*

On August 24, 2010, we attended a meeting with representatives from the City and from the LLUMC. As a result of that meeting, it was determined that the project planning has not yet developed to the design stage and sufficient information concerning site layout, building design, site access, and construction impacts (e.g. property acquisition/demolition) is not available. To begin the CEQA process without this information, as we informed the Applicant, would not be beneficial to either them or the City. Additionally, LLUMC representatives indicated that although the number of hospital beds is not proposed to increase, available parking spaces may be increased by over 1,500. This was not known in July and may subsequently result in a future change to the scope of the focused traffic study.

After further discussion, it was determined that the Applicant and the City would benefit by having Lilburn Corporation representatives attend a series of meetings over the next 12 – 16 months as the LLUMC project team completes their planning and preliminary design. We agreed that we would attend a maximum of six (6) meetings on behalf of the City. We will also have our subconsulting traffic engineer attend one of the meetings.

Our cost proposal has been amended to add the cost of attending these meetings to provide input regarding City planning and environmental concerns, and to provide you with a written summary of each meeting. This letter would be appended to our original proposal for the additional task

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and associated costs. The additional cost as shown in the attached spreadsheet is Thirty-seven Hundred Twenty Dollars ($3,720.00).

Once the Applicant has completed their preliminary engineering and 50% design, we will review our July 2010 proposal and determine if there is a need to further revise the scope of work for CEQA compliance.

Please call me if you need additional information.

Sincerely,

Cheryl A. Tubbs

Cheryl A. Tubbs
Vice President of Operations

EXHIBIT "A-4"

TABLE 1: REVISED COST ESTIMATES

(CEQA COMPLIANCE DOCUMENTATION FOR THE LLUMC INTEGRATED CAMPUS PLAN PROJECT)

Table 1: Cost Estimates

CEQA Compliance Documentation for the LLUMC Integrated Campus Plan Project

COST CATEGORY / TASKS		LABOR									TOTAL ESTIMATED COSTS
		Principal/Project Director $170/hr.	Project Manager $140/hr.	Env Analyst, Planner $105/hr	Senior CAD Designer $95/hr.	Word Processor $75hr.	Labor Subtotal		Other Direct Costs		
							Hours	Costs			
Task 1a: Attend Project Design/Planning Meetings (Total of 6)		12		16			28	$3,720			$3,720
Task 1: Kick-off Meeting, Site Visit & Data Review		2		4			4	$760			$760
Task 2: Project Description and Alternatives		2		10	2	4	18	$1,880			$1,880
Task 3: Public Outreach Meeting		3		6	4	2	15	$1,670	$175	a/b	$1,845
Task 4a: Focused Traffic Analysis		2					2	$340	$15,455	c	$15,795
Task 4b: Air Quality & GHG Analyses		2		16			18	$2,020			$2,020
Task 5: Prepare Initial Study/Circulate/Finalize		2		58	2	8	70	$7,220	$400	d	$7,620
SUBTOTAL - TASKS 1 - 5		**25**	**0**	**110**	**8**	**14**	**155**	**$17,610**	**$16,030**	✓	**$33,640**
Task 6: Circulate NOP & Prepare Draft EIR		6	48	320	6	16	396	$43,110	$400	d	$43,510
Task 7: Prepare NOC & Distribute DEIR 30-day Public Review				14		24	38	$3,270	$1,100	a/d	$4,370
Task 8: Responses to Comments		2	8	20		6	36	$4,010			$4,010
Task 9: Final EIR, MMRP, Statement of Overrides			16	24		16	56	$5,960			$5,960
Task 10: Meetings and Hearings		4	8	16			28	$3,480	$25	a	$3,505
SUBTOTAL - TASKS 6 - 10		12	80	394	6	62	554	$59,830	$1,525		$61,355
TOTAL TASKS 1 - 10:		74	160	1008	28	152	1,418	$154,880	$35,110		$94,995 OK

77,440. 17,550

Note: Task 10 Required for Either IS/MND or EIR; however fewer meetings may be required for Tasks 1 - 5

[a] Travel Expense

[b] Reproduction/Graphics

[c] Subconsultant - includes 10% Administrative Mark-up

[d] Mailing

WORKERS' COMPENSATION INSURANCE CERTIFICATION

I am aware of the provisions of Section 3700 of the California 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 will comply with such provisions before commencing the performance of the work of this Agreement.

Signature

Dated: 9/30/10

City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Ovidiu Popescu, Mayor pro tempore
John Lenart, Councilman
Ronald Dailey, Councilman
Phillip Dupper, Councilman

Approved/Continued/Denied
By City Council
Date _____

COUNCIL AGENDA: April 8, 2014

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Konrad Bolowich, Assistant City Manager

SUBJECT: Request for Approval of Agreement for Professional Services between the City and Lilburn Corporation to contract planning services and to prepare the Environmental Documents the Ronald McDonald House Expansion Project.

RECOMMENDATION

It is recommended that the City Council takes the following actions:

1. Approve the Agreement for Professional Support Services with Lilburn Corporation to prepare the Environmental Analysis, including associated technical studies for the Ronald McDonald House expansion; and,

2. Approve the use of funds to be deposited in the amount of $31,500 as a pass through fee paid for by the applicant to cover the costs of contract planning services and the environmental analysis

BACKGROUND

On March 4, 2014, planning staff sent out a Request for Proposal to provide contract planning services and to prepare the related environmental documents for a proposed Ronald McDonald House expansion. Staff received proposals from two consultants and rated each one on their scope of work, time of completion, and cost estimates, and based on these factors, Lilburn was selected to provide professional support services and perform the environmental analysis and associated technical studies for the proposed project.

FINANCIAL IMPACT

The proposed Agreement for Professional Services with Lilburn Corporation to prepare the environmental analysis for the Ronald McDonald House expansion project will not result in any financial impacts to the City. The associated costs will be borne by the project applicant, as indicated by the request to use funds deposited by the applicant as a pass through fee.

ATTACHMENT

1. Agreement for Professional Services (Includes Scope of Services and Cost Estimate)

I:\PROJECT FILES\PPD's\2014\PPD 14-004 Ronald McDonald House\CC 04-8-14 (Award Contract).doc

CC AGENDA ITEM 18d

CITY OF LOMA LINDA

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of April , 2014, between the City of Loma Linda, a municipal corporation ("City") and LILBURN CORPORATION (Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on April , 2014 and shall remain and continue in effect for a period of one year, or until tasks described herein are completed, but in no event later than September 30, 2014 unless sooner terminated pursuant to the provisions of this Agreement, or as mutually extended in writing by the City.

2. SERVICES

Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall provide staff support services for Precise Plan of Design (PPD 14-004) and preparation of the environmental initial study according to the schedule of performance which is also set forth in **Exhibit A**.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

City's City Manager, or his designee shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Thirty-one Thousand Five Hundred ($31,500.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total

compensation exceed **Thirty-four Thousand Six Hundred Fifty dollars ($34,650.00)**. Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly accounting for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Alternatively, invoices may be sent in accordance with Consultant's project billing schedule, but no less often than once every four weeks during which services are performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within fifteen (15) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety percent (90%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to 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.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable attorney's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant's employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or other person or entity involved by, for, with, or on behalf of

Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

10. INSURANCE

(a) Consultant shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall Consultant allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Consultant shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

- Commercial general liability at least as broad as ISO CG 0001

  (per occurrence) $1,000,000, (general aggregate) $2,000,000
- Commercial auto liability at least as broad as ISO CA 0001 (per accident) $1,000,000
- Professional Liability (per claim and aggregate) $1,000,000
- Worker's compensation Statutory

(b) All insurance required by this section shall apply on a primary basis. Consultant agrees that it will not cancel or reduce said insurance coverage. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(c) Auto liability insurance shall cover owned, nonowned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto endorsement to the general liability policy.

(d) At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate of insurance, in a form acceptable to City showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including the City as additional insureds. Consultant shall promptly file with City such certificate or certificates and endorsements if applicable. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

(e) No policy required by this section shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the Indemnitees.

(f) All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

(g) In accordance with the provisions of California Labor Code, Section 3700, every employer shall secure the payment of compensation to his employees. Consultant shall, prior to commencing work, sign and file with City a certification as follows:

I am aware of the provisions of Section 3700 of the California 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 Agreement."

(h) General Insurance Requirements: All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors waive the right of subrogation against City and City's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by City; and (3) they cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City by certified mail. Consultant shall furnish City with copies of all such policies. Consultant may effect for its own account insurance not required under this Agreement.

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Loma Linda in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Loma Linda will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Loma Linda 25541 Barton Road Loma Linda, CA 92354 Attention: City Clerk
To Consultant	Lilburn Corporation 1905 Business Center Drive San Bernardino, CA 92408

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Cheryl A. Tubbs and/or her designee(s) as employees or subconsultants to Lilburn Corporation (Consultant) shall perform the services described in this Agreement.

Consultant's responsible employee may use assistants, under her direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the responsible employee from Consultant's employ. Should she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Loma Linda business license.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Loma Linda.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement.

22. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first below in the CITY OF LOMA LINDA.

_____
[Date]

By:_____ _____
[Consultant] *[Title]*

By:_____ _____
[Signature - City Manager or Designee] *[Title]*

EXHIBIT A

SCOPE OF WORK, SCHEDULE, AND COST

Our methodology for preparation of the technical studies, CEQA Initial Study, and staff report, as requested in the City's RFP is described herein. Our scope of work will lead to the City's adoption of a CEQA document that will provide for future development of the project site as designed. The City currently expects that the proposed project would comply with CEQA with preparation of technical studies and an Initial Study/Mitigated Negative Declaration.

Our overall approach is summarized below. Following this summary, the tasks required are described in detail.

- ❑ Meet with City and Applicant to Review Proposed Project
- ❑ Prepare a Comprehensive Project Description for use in the Initial Study
- ❑ Prepare Technical Studies; assumed to be:
  - Air Quality and Greenhouse Gas Assessment
  - Noise Analysis
  - Traffic Impact Analysis
- ❑ Develop a Draft Initial Study and Notice of Intent (NOI)
- ❑ Meet with City and Applicant to Discuss Changes to Initial Study
- ❑ File the NOI and Submit Initial Study to Responsible and Interested Parties for 20-day Public Review Period
- ❑ Mail a Notice of Availability to surrounding Property Owners
- ❑ Review and Discuss Comments Received on Document; Determine Need for Responses
- ❑ Prepare Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for City adoption
- ❑ Prepare Final Negative or Mitigated Negative Declaration
- ❑ Prepare Staff Report
- ❑ Attend Planning Commission/City Council Hearings

TASK 1: MEET WITH PROJECT APPLICANT AND CITY; REVIEW PROPOSED PROJECT AND OBJECTIVES

The purpose of this task is to collect and review all pertinent background data necessary to conduct the environmental analysis. It will be necessary to obtain sufficient design detail and site disturbance information in order to conduct an adequate environmental evaluation. We will obtain as available, the design team's utility research, geotechnical investigation, hydrology study, Storm Water Pollution Prevention Plan, grading plan, and landscape design.

This task will also include a site visit with project team members to assess and document surrounding land uses as well as current site conditions.

TASK 2: DEVELOP PROJECT DESCRIPTION

In this task we will prepare a Project Description for use in the Initial Study and for initiating the technical reports. The Project Description will be developed in cooperation with City staff and the Applicant. The Project Description will include a summary of the project as proposed, a discussion of the site plan, and the project's history and need for expansion.

We will prepare graphics for use in the Initial Study, based in part on exhibits prepared to date by the project designers and engineers. Final approval of the project description will be provided by the City.

TASK 3: PREPARE TECHNICAL STUDIES

Traffic Impact Analysis

A Traffic Impact Analysis (TIA) will be prepared by Kunzman Associates, Inc. to determine the potential for traffic associated with expansion of the current Ronald McDonald House to impact the local roadway system. This work will be completed under subcontract to Lilburn Corporation.

The focused traffic analysis will consist of: 1) reviewing site plan access locations and internal circulation; 2) determining the scope of the TIA with the City Engineer; 3) inventorying existing roadway conditions and collecting existing peak hour intersection turning movement volume data; 4) determining existing plus project traffic volumes; 5) determining cumulative traffic volumes for project full occupancy year, without the project; 6) determining cumulative traffic volumes for project full occupancy year, with the project; 7) determining cumulative traffic volumes for General Plan buildout conditions without the project; 8) determining cumulative traffic volumes for General Plan buildout conditions with the project; 9) determining the project's traffic impacts in relation to Measure V; and 10) preparing a report to present roadway and intersection operation performance and any traffic improvements necessary.

Noise

This task will be initiated upon completion of the Traffic Impact Analysis in order to assess the project-generated noise levels from operations including traffic. The work will be completed by Kunzman Associates, Inc. under subcontract to Lilburn Corporation.

The noise study will consist of: 1) reviewing relative project and site background information; 2) preparing a noise setting by identifying sensitive receptors in the project and visiting the site to take up to four 15-minute representative noise measurements; 3) estimating noise impacts from construction and groundborne vibration to determine if the project would exceed applicable City standards at nearby sensitive receptors; 4) modeling future traffic (if acoustically significant) utilizing FHWA-RD-108 spreadsheets and calculate future noise levels on the project site associated with buildout traffic volumes; 5) determining if the noise associated with the addition of project traffic on area road segments will result in substantial increases in ambient noise levels; 6) modeling noise levels associated with future buildout of acoustically significant adjacent road segments and determine if future noise levels have the potential to negatively impact the proposed sensitive receptors; 7) projecting operational noise to adjacent sensitive receptors (e.g. residences) and determining if noise associated with the site operation would exceed applicable noise standards at nearby sensitive receptors; 8) recommending mitigation measures to reduce noise and vibration impacts sensitive receptors, if necessary; and 9) providing a detailed written report that documents the existing noise environment, predicts the future noise environment; and discusses project noise impacts in light of the applicable local, state and federal thresholds and list mitigation measures as necessary.

It is assumed that the Applicant will provide a site plan including topographic lines and/or spot elevations for existing land uses in a CAD format showing the proposed project, adjacent land uses, and adjacent roadways. We will also require details regarding construction and import/export truck routes and vehicle earthmoving and haul equipment and existing haul routes.

Air Quality/Greenhouse Gas Assessment

This task will be initiated upon completion of the Traffic Impact Analysis in order to determine the project-generated trips for calculating air emissions. An emissions inventory for criteria pollutants and an assessment of the estimated emissions as compared to existing South Coast Air Quality Management District (SCAQMD) CEQA significance thresholds will be prepared. The inventory will be based on the short-term construction phase and the emissions generated during the project's operational phase (*e.g. vehicular emissions, natural gas combustion and energy use*). The emissions estimate will take into account the efficiency of construction-related control measures acceptable or required by the SCAQMD.

Detailed estimates of the potential construction activities including grading, phasing, and equipment use will be developed. We will use data as provided by the Applicant or develop conservative estimates of construction activities for modeling purposes. Measures to reduce dust generation are required by the SCAQMD. Additionally, measures are contained in the SCAWMD Rules and Regulations for control of construction activity emissions, and these also will be included in the list of conditions or mitigation measures. The construction activities may be subject to scheduling changes in order to reduce any significant impacts that cannot be mitigated.

Long-term emissions will be generated due to the Proposed Project's traffic, natural gas and electricity for heating and cooling. The emissions generated by these sources will be assessed and compared to potential regional air quality impacts. The estimated emissions from both construction and operational activities will be calculated using the computer model CalEEMod, totaled on a daily and annual basis and compared to significance thresholds recommended by the SCAQMD. The potential project and cumulative emissions will also be analyzed for consistency with the Air Quality Management Plan and the City's General Plan which have provided for a specific increase in air quality emissions based on acceptable land uses and future development.

A Greenhouse Gas/Climate Change Assessment will be prepared to comply with CEQA. Carbon dioxide (CO_2) is the major pollutant of concern for most greenhouse impacts. The CalEEMod model is used to calculate GHG emissions for methane gas (CH_4), nitrogen dioxide (N_2O), and Carbon Dioxide (CO_2). SCAQMD 3,000 MTCO2e threshold of significance will be used.

The CalEEMod model generates emissions from construction activities, vehicular usage, and from operational activities. Electrical generation and natural gas combustion emissions are included in the operational emissions. If specific usage rates are provided by the Engineer or Architect, they will be used for the projections; otherwise general estimates from the CalEEMod will be used to estimate natural gas and electricity consumption.

We will use the most appropriate guidance available to develop mitigation measures as appropriate. The California EPA Climate Action Team has developed a report that outlines strategies for meeting California's targets for GHG emission reductions. Compliance with GHG voluntary reduction strategies will be determined to allow project operations to be in compliance by reducing (to the extent feasible) global climate change. Potential conditions of approval that could be required to reduce project GHG emissions suggested by the California Air Resources Board would be reviewed for their applicability to the proposed project and any applicable measures would be presented for the City's consideration.

TASK 4: PREPARE INITIAL STUDY AND NOTICES

Based on the findings of our data review, the technical studies prepared, and the information contained in the Project Description, we will prepare a screen check Draft Initial Study to evaluate all potential environmental impacts associated with the proposed Holiday Inn Express project. We will utilize the City's format for an Initial Study.

We will submit five copies (and one CD) of the screen check Initial Study/Environmental Checklist to the City for review. The City will then make the determination as to whether the Negative Declaration/Mitigated Negative Declaration is ready for public review. Following completion of the review by staff, we will revise the document.

Lilburn Corporation will compile a distribution list of responsible and trustee agencies that should receive a copy of the Initial Study along with a Notice of Intent (NOI) to Adopt a Negative Declaration. We will also prepare a Notice of Availability (NOA) for distribution to any additional agencies and interested parties, as well surrounding property owners.

Following the City's review of the package, we will prepare copies and will distribute the Initial Study and NOI according to CEQA and the City's specifications for the public review period. Proof of filing and distribution will be submitted to the City.

At completion of the public review period, we will review any comments received and discuss the need for any changes to the project or the Initial Study with City staff. Once the document is finalized, we will provide final documents including the staff report.

TASK 5: PREPARE FINAL DOCUMENTS

Upon completion of the environmental analysis we will prepare a Mitigation Monitoring and Reporting Program (MMRP) to include mitigation measures identified in the screen check Draft Initial Study and as a result of public input. Mitigation Measures may be amended or supplemented as a result of public comments received and City responses to comments. Five copies (and one CD copy) of the Draft MMRP will be provided for staff's internal review and comment.

The MMRP will be prepared in the City's preferred format and will contain at a minimum:

- ❑ Description of impact to be mitigated.
- ❑ Mitigation measure.
- ❑ Action to be taken to verify fulfillment of the measure.
- ❑ Identity of the agency and/or department responsible for implementing the action.
- ❑ Presentation of one mitigation measure per page of the MMP.

Once the MMRP is approved, we will provide one copy on CD and master copy to the City. The MMRP will be considered along with the Negative Declaration for adoption by the City Planning Commission or City Council.

TASK 6: STAFF REPORT AND ASSISTANCE

We will provide the necessary project summaries, CEQA findings and the staff report for inclusion in the agenda packets of the hearing body. Lilburn Corporation will provide a draft staff report to City staff for review and make any required changes.

TASK 7: PUBLIC HEARINGS

Coordination with City staff will be regularly initiated via telephone and email to discuss results of analyses, resolve scope of work conflicts, obtain additional information as necessary, resolve any contract administration issues, and provide schedule updates. We do not anticipate a need for meetings with staff following the kick-off meeting.

As requested in the RFP, we will attend a total of three public hearings (with Planning Commission and/or City Council). As requested, we will make presentations at these hearings.

Project Schedule

The schedule we propose is based on an assumed contract approval date of April 8, 2014. This provides for adoption of a Mitigated Negative Declaration in August of 2014. This assumes that changes to the project proposal are not made after we begin work. The schedule for the completion is however flexible and can be shortened or lengthened depending on a number of factors including the amount of time the various departments will need to review the technical studies and provide input, and the number of comments received on the Draft Initial Study.

Milestones for each of the major tasks identified in our Scope of Work are shown on the following schedule (Table 1). We are committed to meeting these milestone dates assuming no constraints to the schedule occur that are outside of our control. Key personnel listed in this proposal will be assigned to the project. All personnel have the capabilities to perform the work and their present workload has been accounted for in the schedule provided herein.

Table 1
Project Schedule for Initial Study
Holiday Inn Express, Loma Linda

Tasks	Duration	Finish
Site Visit, Kickoff Meeting	1 day	April 8-10th
Prepare Project Description	1 week	April 18th
Prepare Focused Studies	6 weeks	May 30th
Prepare Initial Study[1]	4 weeks	June 13th
City Review of Initial Study	1 week	June 19th
Revise Initial Study per City Comments and Print copies of the IS for City Noticing and Circulation	1 week	June 27th
Public Review Period[2]	20 days	June 27th – July 16th
Prepare MMRP, Notices, and Staff Report	2 weeks	July 16th
1st PC Public Hearing	1 day	August 6th

[1] Work on Initial Study begins following completion of Project Description and ends 2 weeks following receipt of Traffic Study in order to complete Air Quality/GHG analysis.

[2] No State agency permits are anticipated and therefore public review period is not required to be conducted by State Clearinghouse and can be 20 days rather than 30 days.

Project Cost

The estimated costs to complete the tasks described above are shown in the following Table 2. The total fee is estimated from the number of hours estimated for each employee classification and subconsultant costs per task. The total estimated cost for completion of the project is **Thirty-one Thousand Five Hundred Dollars ($31,500.00).** This cost estimate provides for meeting attendance, travel costs, and document reproduction, as noted in the Scope of Work. Hourly fees by labor classification include salary plus 167% overhead which covers benefits, payroll taxes, indirect labor/expenses, other direct costs, plus an average 10% profit margin.

The hourly billing rates included on the cost Table 2 and on Lilburn Corporation's Rate Schedule (Table 3) become effective at the initiation of this project and will be valid through the estimated duration of the project or for a period of 18 months, whichever is shorter.