



PALMDALE

a place to call home

**CITY COUNCIL
SPECIAL MEETING
CITY COUNCIL CHAMBER
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, SEPTEMBER 9, 2026
5:00 PM
www.cityofpalmdaleca.gov**

WELCOME

LEGISLATIVE BODY

**ERIC OHLSEN, MAYOR
AUSTIN BISHOP, MAYOR PRO TEM
RICHARD J. LOA, COUNCILMEMBER
LAURA BETTENCOURT, COUNCILMEMBER
ANDREA ALARCÓN, COUNCILMEMBER**

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Translation QR Code.
[Translation QR Code.pdf](#)

Americans with Disabilities Act (ADA) Accommodations

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (661) 267-5151.

Public Comment Information

Members of the public may speak for up to **two (2) minutes** on the New Business and Closed Session items. To address the Legislative Body on any agenda item, please

complete a speaker card for the City Clerk and indicate the item you wish to speak on. Speaker cards are available in the foyer of the Council Chambers.

Please follow these guidelines to ensure the meeting runs smoothly:

- All comments must be respectful and courteous.
- Comments that are personal, threatening, obscene, insulting, or that attack others or berate differing viewpoints will not be allowed.
- Individuals who violate these rules or disrupt the meeting will be ruled out of order by the Chair and must immediately stop speaking.
- Disruptive individuals may be asked to leave the meeting.

1. CALL MEETING TO ORDER

Note: All City Council memberships are reflected in their City Council titles.

2. ROLL CALL

MAYOR OHLSEN, MAYOR PRO TEM BISHOP, COUNCILMEMBERS LOA, BETTENCOURT, ALARCÓN

3. PLEDGE OF ALLEGIANCE

4. NEW BUSINESS - Now is the time for public participation.

- 4.1 Approve Agreement with Icon West, Inc., for construction services for the Chimbole Center/Library Renovation Project Phase 1, PN 878, for a total not to exceed amount of \$30,668,864 for a term of 360 working days from the date of the Notice to Proceed.

[SR Agrmt No. A-9769 with Icon West Inc.docx](#)

[Agrmt No. A-9769 with Icon West Inc.pdf](#)

[Bid Schedule.pdf](#)

[Location Map.pdf](#)

5. CLOSED SESSION - Now is the time for public participation.

PRESENTATION BY CITY ATTORNEY

5.1 PUBLIC EMPLOYMENT

Title: City Attorney Recruitment/Evaluation

This closed session is being held pursuant to the authority of California Government Code Section 54957.

5.2 PUBLIC EMPLOYMENT

Title: City Attorney Recruitment

This closed session is being held pursuant to the authority of California Government Code Section 54957.

6. ANNOUNCEMENT BY CITY ATTORNEY

7. ADJOURN



<https://attend.wordly.ai/join/SLOR-7400>



City Council Staff Report

DATE: SEPTEMBER 9, 2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: 1

SUBJECT: APPROVE AGREEMENT WITH ICON WEST, INC., FOR CONSTRUCTION SERVICES FOR THE CHIMBOLE CENTER/LIBRARY RENOVATION PROJECT PHASE 1, PN 878, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$30,668,864 FOR A TERM OF 360 WORKING DAYS FROM THE DATE OF THE NOTICE TO PROCEED

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Agreement No. A-9769 with Icon West, Inc., for construction services for the Chimbole Center/Library Renovation Project Phase 1, PN 878 (Project), for a total not to exceed amount of \$30,668,864, which includes a contract amount of \$26,668,577, plus a 15% contingency amount of \$4,000,287 for a term of 360 working days from the date of the Notice to Proceed;
2. Authorize the City Manager or his designee to execute Agreement No. A-9769 with Icon West, Inc., including minimal and/or non-substantial changes; and,
3. Authorize the City Manager or his designee to approve change orders for additional or changed scopes of work up to the 15% contingency amount approved by the Council.

BACKGROUND

The Chimbole Center is a two-story, 22,000-square-foot facility at 38350 Sierra Highway, Palmdale, CA 93550. Following fire and water damage in December 2022, the facility requires extensive renovation and modernization.

The Project includes the construction of a new structural framing system and foundation for a two-level glass concourse with acoustic treatments. Additional exterior improvements include a new exterior panel system, a new roofing system, and a

mechanical equipment screen. The Project also includes the complete replacement of the Mechanical, Electrical, and Plumbing (MEP) systems, as well as the fire alarm and security systems.

Site improvements include parking lot reconfiguration, upgraded site lighting, and Americans with Disabilities Act (ADA) accessibility upgrades. In addition, a portion of the adjacent Library will undergo selective demolition to create a new main entrance that integrates seamlessly with the renovated Chimbole Center.

It is anticipated that the construction will take approximately three hundred sixty (360) working days from the date the City issues the Notice to Proceed.

DISCUSSION

The Request for Qualifications (RFQ) to pre-qualify general contractors was released on March 3, 2026. In response, seven (7) general contractors submitted pre-qualification packages, of which six (6) were determined to be responsive and subsequently pre-qualified.

The construction bid package was advertised on the PlanetBids electronic bidding platform on June 15, 2026. Invitations to bid were issued to six (6) pre-qualified general contractors. The bid opening was held on August 6, 2026, and four (4) pre-qualified general contractors submitted bids. One general contractor was unable to submit a proposal due to several other projects they had scheduled for bidding. Another subcontractor attended the pre-bid walk but did not submit a proposal.

Following the bid evaluation, Icon West, Inc., was determined to be the lowest responsive and responsible bidder. The bid was reviewed for responsiveness and compliance with the bid requirements, and Icon West, Inc., submitted the required 10% bid bond in accordance with the bidding documents.

Bidder	Location	Amount
1. Icon West, Inc.	Los Angeles, CA	\$26,668,577.00
2. The Nazerian Group	Encino, CA	\$28,383,123.00
3. 2H Construction	Signal Hill, CA	\$29,549,000.00
4. New Creation Builders	Bellflower, CA	\$33,381,355.82

Icon West, Inc., has successfully completed multiple renovation projects comparable in scope and complexity to the Chimbole Center/Library Renovation Project. Notable examples include the ISD Acquisitions & Improvements Project for the County of San Bernardino, the Building 300 Renovation for the North Orange County Community

College District, the Renaissance High School Renovation, and the Performing Arts Building for the Long Beach Unified School District.

FISCAL IMPACT

\$30,668,864: Sufficient funds are budgeted and available in Fiscal Year 2026-27. The Project is funded using General Funds, Measure AV Funds, American Rescue Plan Act Funds, and Federal Earmark Funds.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Leonardo Torres, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Deputy City Manager
Approved by:	Salvador Mendez, City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Agrmt No. A-9769 with Icon West, Inc.
Fee Schedule
Location Map

AGREEMENT NO. A- 9769
CONSTRUCTION CONTRACT
BETWEEN THE CITY OF PALMDALE AND ICON-WEST, INC.

THIS CONTRACT ("Contract") is made and entered into by and between City of Palmdale, a public entity ("City"), and ICON-WEST, INC., a Contractor ("Contractor"). Contractor and City are collectively referred to herein as the "parties." This Contract shall become effective on the date of the last signatory.

1 Scope of Work

Contractor shall complete the Project in accordance with this Contract. Contractor shall furnish all materials and perform all work required for the completion of the following Project:

PN 878 Chimbole-Library Renovation Project-Phase 1. The project consists of extensive demolition and renovation of the existing Chimbole Building to modernize the facility and improve the adjoining site and amenities. Work includes, but is not limited to, site regrading; modification and upgrade of utilities as required by the contract documents; structural framing and foundation construction; roofing systems; installation of windows and doors; exterior cladding and finishes; interior finishes, insulation, and related building components; signage; toilet accessories and partitions; warming kitchen equipment; operable wall partitions; mechanical systems, including equipment, ductwork, and accessories; plumbing piping, equipment, fixtures, and accessories; electrical power distribution, lighting, and low-voltage systems; fire alarm system equipment, conduit, and accessories; installation of a new backup generator with CMU enclosure and gates; construction of a new CMU trash enclosure with gates; parking lot paving, striping, signage, and EV charging stations; site hardscape and landscaping improvements; irrigation systems; stormwater retention and drainage facilities; AV and security systems, all as detailed in the approved plans and specifications.

NOTE: The Contractor's proposal, together with the Request for Proposals (RFP) documents and all associated exhibits, are hereby incorporated into this Agreement by reference and shall be binding upon the parties as part of the Contract Documents.

2 Standard Specifications

Standard Specifications for City projects are those contained in the 2021 Greenbook edition of the "Standard Specifications for Public Works Construction" (the "Greenbook"). Except as otherwise expressly provided herein, the Standard Specifications shall control the general provisions, construction materials, and construction methods for this Contract (except as amended by the Plans for the Project), the General Specifications for the Project, the Special Provisions for the Project, any technical specifications for the Project, and any other contract documents.

3 Compensation

City shall pay Contractor the total, all-inclusive, NOT-TO-EXCEED amount of Twenty Six Million, Six Hundred Sixty-Eight Thousand, Five Hundred Seventy-Seven Dollars (\$26668557) for the construction of the Project. This amount shall cover all expenses for labor, materials, and any and all other costs incurred by Contractor to satisfactorily construct the Project. Unless otherwise provided in the bid documents or agreed upon by the parties, Contractor shall submit detailed, monthly invoices for work actually performed.

4 Completion Date

The construction of the Project shall commence upon Contractor being given a written notice to proceed, and shall be completed within 360 working days.

5 Payment and Performance Bonds; Guaranty

Unless otherwise expressly provided in the bid documents, prior to commencing work, Contractor shall provide a payment bond and performance bond, each in an amount equal to 100% of the Contract price. The bond forms required to be executed are attached hereto and incorporated by reference herein. Pursuant to the bid documents for this Project, the Contractor is required to provide a written guaranty of Contractor's work. In furtherance thereof, Contractor shall execute the written form of Guaranty attached hereto and incorporated by reference herein.

6 Licenses

At all times during the term of this Contract, Contractor shall possess a valid and current Class A,B Contractor's License **or Specialty Contractor License consisting of Class A,B license** to perform the required work ("Work"). Contractor's DIR registration number is 1000004434. Contractor hereby certifies that it holds the required license(s).

7 Subcontracting

Subject to any self-performance requirements herein, Contractor may subcontract any portion of the work required by this Contract to other persons or firms, and Contractor submitted with its bid a list of those subcontractors who will perform work in an amount in excess of one-half of one percent (1%) of the Contractor's total bid, in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code § 4100, et seq. Only such listed subcontractors may perform on this Project.

8 Non-Assignability

Neither this Contract nor any rights, title, interest, duties or obligations under this Contract may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

9 Administration

This Contract will be administered by the Public Works Department of the City. The Director of Public Works or his or her designee shall be considered the Project Administrator and shall have the authority to act for the City under this Contract.

10 Indemnification

To the maximum extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the City, its Board of Director, the City's officers, employees, agents, volunteers, and representatives ("Indemnitees") with respect to any and all claims, suits, actions, stop notices, liabilities and/or damages, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by Contractor pursuant to this Contract, and in connection with the Project.

11 Insurance

11.1 Without limiting Contractor's indemnification of City, as described in paragraph 10, and unless modified by City, Contractor shall obtain, provide and maintain, at its own expense, during the term of this Contract, a policy or policies of insurance, satisfactory to the City, from insurance carriers admitted to do business in the State of California and rated in A.M. Best's Insurance Guide with a rating of A:VII or better, which contain the coverage described below.

11.1.1 Commercial General Liability

\$5,000,000.00 limit on a per occurrence basis
\$10,000,000.00 general aggregate limit

11.1.2 Commercial Automobile Liability

\$2,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

11.1.3 Workers' Compensation and Employer's Liability

Workers' Compensation -- coverage as required by the State of California
Employer's Liability --
\$1,000,000.00 each accident
\$1,000,000.00 policy limit bodily injury
\$1,000,000.00 each employee bodily injury by disease

11.1.4 Pollution/Environmental Liability*

\$5,000,000.00 limit on a per occurrence basis

11.2 Policies providing for bodily injury and property damage coverage shall contain the following:

A. An endorsement extending coverage to the City as an additional insured, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.

The certificates shall state: "The City of Palmdale, Successor Agency to the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured".

B. "Severability of Interest" Clause.

11.3 Promptly upon execution of this Contract, and prior to commencement of any work, CONTRACTOR shall deliver to CITY certificates of insurance and endorsements to all required policies demonstrating that CONTRACTOR has the required coverage and showing the required named insured. Within five (5) days of written request from CITY, CONTRACTOR shall deliver to CITY full and complete copies of all insurance policies required by this Contract.

11.4 Said Certificates of Insurance shall provide that thirty (30) days' prior written notice of cancellation shall be given to the City in the event of cancellation and/or reduction in coverage of any nature.

11.5 The required policies of insurance shall be endorsed to waive all rights of subrogation. Contractors waives all rights of subrogation.

11.6 Proof of Insurance:

A. ACORD Certificate of Insurance listing all coverage, limits, deductibles and insured; and endorsements for all applicable coverage if agent has authority to issue it; or additional insured Form CG20100704 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

B. Binders of insurance for all coverage. Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements and a corresponding Certificate of Insurance listing all insurers and coverage must be submitted to the City Attorney.

C. *When pollution/environmental liability coverage is provided on a "claims made basis", CONTRACTOR will continue to renew the insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR, or its officers, employees, or agents during the time this Agreement was in effect.

11.7 The requirements as to the types and limits of insurance to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify CONTRACTOR's liabilities and obligations under this Contract.

11.8 Any policy or policies of insurance that CONTRACTOR elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Contract shall include a provision waiving the insurer's right of subrogation against CITY.

11.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONTRACTOR fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

11.10 CONTRACTOR shall require any and all subcontractors working on its behalf to provide insurance coverages and limits that are based on the scope of work and nature of risk being performed by the subcontractor. Any and all subcontractors working on behalf of CONTRACTOR shall be subject to all other insurance requirements that are stated herein.

Any deviation in this requirement will be CONTRACTOR's sole risk. CONTRACTOR's insurance requirements in Section 11 will not be impacted and/or limited by such deviation.

12 State Labor Code

12.1 This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774.

12.2 This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

12.3 Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

12.4 Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

12.5 Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

12.6 Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.

12.7 Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

12.8 Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

12.9 Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

13 Antitrust Claims

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of

the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

14 Trenching and Excavations

Pursuant to Public Contract Code Section 7104, if the Project involves trenching more than four (4) feet deep, Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any:

14.1 Material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or

14.2 Subsurface or latent physical conditions at the site differing from those indicated; and/or

14.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

14.4 As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the City or on any City officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are Contractor's responsibility and must be included in Contractor's bid.

15 Location of Existing Elements

Pursuant to Government Code Sections 4216 to 4216.9, the methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. alert and other private underground

locating firm(s), and/or utilizing potholes, specialized locating equipment and/or hand trenching.

16 Third Party Claims

Pursuant to Public Contract Code Section 9201, the City has full authority to compromise or otherwise settle any claim relating to this Contract at any time. The City shall timely notify Contractor of the receipt of any third-party claim relating to the Contract. The City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

17 Non-Collusion

Contractor hereby certifies that this bid is genuine and not a sham or collusive, or made in the interest or on behalf of any person or business not herein named. Contractor further certifies that Contractor has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or business to refrain from bidding, and Contractor has not in any manner sought by collusion to secure itself an advantage over any other bidder. Contractor also affirms that it has signed and submitted with its bid to the City a Non-collusion Declaration as required by Public Contract Code Section 7106.

18 CONFLICTS OF INTEREST

Contractor agrees not to accept any employment or representation during the term of this Contract or within twelve (12) months after completion of the work under this Contract which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Contract.

19 Audit

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, pursuant to Government Code Section 8546.7, if this Contract involves the expenditure of public funds in excess of ten thousand dollars (\$10,000), Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Contract.

20 Substitute Security

Pursuant to Public Contract Code Section 22300, the substitution of securities for any moneys withheld by the City to ensure performance under a contract is permitted, except where financing will be provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 *et seq.*) or where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be

deposited with the City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor.

Alternatively, Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this section.

Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which Contractor and the City agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If Contractor elects to receive interest on moneys withheld in retention by the City, it shall, at the request of any subcontractor performing more than five percent (5%) of Contractor's total bid, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. If Contractor elects to receive interest on any moneys withheld in retention by the City, then the subcontractor shall receive the identical rate of interest received by Contractor on any retention moneys withheld from the subcontractor by Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If Contractor elects to substitute securities in lieu of retention, then, by mutual consent of Contractor and its subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by Contractor. No Contractor shall require any subcontractor to waive any provision of this paragraph.

The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f).

21 Claims Dispute Resolution

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable), pursuant to the definition of "claim" as individually defined therein.

22 Ownership And Delivery Of Work Product

All documents, data, reports, studies, analyses, field notes, investigations, plans, specifications, software, programs, manuals, instructions, and other materials of any nature, whether complete or incomplete, that are prepared, developed, or produced by CONTRACTOR or Contractor's subcontractors in the performance of this Contract (collectively, "Work Product") shall be the exclusive property of the CITY.

All Work Product shall be delivered to or left with the CITY upon completion, expiration, or termination of this Contract. Upon request, CONTRACTOR shall provide the CITY with originals and reproducible and electronic copies of all Work Product. Electronic copies shall be provided in an unprotected format that allows the CITY to copy, reproduce, modify, and use the Work Product without restriction.

23 Ownership Of Intellectual Property

The Work Product and all intellectual property rights therein shall be deemed "works made for hire" under the United States Copyright Act (17 U.S.C. § 101 et seq.), and the CITY shall be deemed the author and exclusive owner thereof, in perpetuity and worldwide.

To the extent any Work Product does not qualify as a work made for hire, CONTRACTOR hereby irrevocably assigns, transfers, and conveys to the CITY all right, title, and interest in and to such Work Product, including all copyrights, trademarks, patents, and other proprietary rights. CONTRACTOR consents to the use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of Work Product, for any purpose and in any medium.

CONTRACTOR agrees to execute any documents and take any actions reasonably requested by the CITY to confirm or perfect the CITY'S ownership of such rights.

CONTRACTOR waives any and all moral rights or similar rights under California Civil Code section 980 or any other applicable law to the extent permitted by law.

24 Non-discrimination and Equal Employment Opportunity

24.1 In performance of this Contract, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity,

gender expression, genetic information, or military and veteran status. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status . Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

25 SB 1383 Compliance

CONTRACTOR shall comply with all applicable requirements of California Senate Bill 1383 (SB 1383) and related regulations concerning the reduction of organic waste, diversion from landfills, and edible food recovery.

26 WCAG 2.1AA Compliance

Information and communication technology means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and electronic documents.

Each information and communication technology (hereinafter referred to as "ICT") product or service furnished to the City under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act, as amended, (hereinafter referred to as the "ADA") and other applicable Federal laws, including Section 508 of the Rehabilitation Act, as amended, and State laws and implementing regulations. For purposes of this clause, Contractor shall be considered in compliance with the ADA and other Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations 36 CFR Part 1194 implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level A and Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.

Contractor shall maintain and retain, subject to review by the City, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted. For each ICT subject to the Contract, the documentation shall include a description of conformance with applicable federal and state laws by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

If Contractor claims its products or services satisfy the applicable requirements and standards specified above and it is later determined by the City that any furnished

product or service is not in compliance with such requirements and standards, the City will promptly inform the Contractor in writing of the noncompliance. The Contractor shall, at no cost to the City, repair or replace the non-compliant products or services within the period specified by the City. If the repair or replacement is not completed within the specified time, the City may cancel the Contract or have any necessary changes made or repairs performed by employees of the City or by another contractor, and Contractor shall reimburse the City for any expenses incurred thereby. Contractor shall indemnify and hold the City harmless in the event of claims arising from inaccessibility.

27 Integration

This Contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the construction of the Project by Contractor for City and contains all of the covenants and agreements between the parties with respect to the construction of the Project. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to the construction of the Project by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding work not contained in this Contract shall be valid or binding. Any modification or amendment of this Contract will be effective only if it is in writing and signed by the parties to this Contract. Any changes to the work required by this Contract will be by change order signed by the parties.

28 Debarment and Suspension Certification

Title 2, Code of Federal Regulations, Part §180.300

The bidder, under penalty of perjury, certifies that, except as noted in a separate document, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, or manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

29 Compliance With Law

29.1 CONTRACTOR shall comply with all state and federal laws, including but not limited to, the requirement to hire only those persons authorized by federal law to work in the United States. If CONTRACTOR uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by CONTRACTOR.

29.2 The law of the state of California shall govern this Contract. The venue of any legal action, either formal or informal, shall be the County of Los Angeles.

29.3 If applicable, CONTRACTOR acknowledges and understands it must comply with the prevailing wage requirements as set forth in Exhibit "A" attached hereto and incorporated herein by reference, as well as the execution of a Worker's Compensation Certificate attached hereto as Exhibit "B" and incorporated herein by reference.

30 Health And Safety Provisions

A. CONTRACTOR and all subcontractors shall abide by all health and safety mandates issued by federal, state, county, City of Palmdale, and/or public health officers, and worksite-specific mandates. If multiple mandates exist, the CONTRACTOR and subcontractors shall abide by the most restrictive mandate.

B. Costs associated with adhering to health and safety mandates are the responsibility of the CONTRACTOR. CONTRACTOR is responsible for the tracking and compliance of health and safety mandates and may be audited upon request.

31 Notification And Access Revocation

The CONTRACTOR shall notify the CITY in writing prior to or no later than twenty-four (24) hours after, the termination, expiration, suspension, reassignment, or removal of any Contractor Personnel with access to the Project or Owner Resources. For Contractor Personnel with Information Technology access, notification must be immediate, or the CITY may consider the CONTRACTOR to be in breach of contract. Notice shall include the individual's name, role, effective date and time of termination or removal, and systems or resources accessed.

The CITY reserves the right, in its sole discretion, to immediately suspend or revoke access for any Contractor Personnel upon receipt of notice or upon CITY'S determination that such access is no longer required or appropriate.

32 Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under this Contract (other than payment obligations) if such failure or delay is caused by an event or circumstance beyond the reasonable control of the affected Party ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God; flood; fire; earthquake; explosion; war; terrorism; civil disturbance; epidemic or pandemic; quarantine; governmental actions or orders; or other similar events beyond the control of the affected Party.

The affected Party shall provide written notice to the other Party within ten (10) calendar days of the occurrence of the Force Majeure Event, describing the nature, expected duration, and anticipated impact on performance. The Party shall use all diligent efforts to mitigate the effects of the event and resume performance as soon as practicable.

When CONTRACTOR is the sole cause of the delay to the commissioning and substantial completion and delay is not caused by an event of Force Majeure or by the CITY'S failure to make payments in accordance with the Contract or to provide required information to CONTRACTOR when contemplated in the Contract, CITY shall be entitled to liquidated damages in the sum at the daily rate of five thousand dollars (\$5,000) , beginning at zero (0) days from written notice given by CITY.

33 Successors and Assigns

The terms and conditions of this Contract shall be binding on the successors and assigns of the parties to this Contract.

34 Exhibits

The exhibits and attachments referenced in this Contract are attached hereto and incorporated herein by this reference as though set forth in full in the Contract.

35 Authority to Sign

The person or persons executing this Contract on behalf of the Contractor warrant and represent that they have the authority to execute this Contract on behalf of the Contractor and have the authority to bind Contractor to the construction of the Project.

36 TIME IS OF THE ESSENCE

Time is of the essence in every provision of this Agreement in which time to perform is a factor.

37 AMERICAN RESCUE PLAN FUNDING

CONTRACTOR, understands, acknowledges, and agrees that the funding source for its work is from the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds (collectively "ARPA") and as such, CONTRACTOR is required to comply with the regulations associated with ARPA funds pursuant to 31 CFR Part 35. Those regulations and reporting requirements are set forth in Exhibit "A" attached hereto and incorporated herein by reference. By executing this Contract, CONTRACTOR agrees to comply with all such regulations and reporting requirements and shall familiarize itself with those requirements.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE

ICON-WEST, INC.

Salvador Mendez Date
City Manger

Lee Torres

Aug 17, 2026, 2:10 PM PDT

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38250 Sierra Highway
Palmdale, CA 93550

Bernard Ashkar Date
Chief Executive Officer

ADDRESS FOR NOTICE:
ICON-WEST, INC.
520 S, La Fayette Park Pl., Ste. # 503
Los Angeles, CA 90057

APPROVE AS TO FORM:

Alexandra Severino
City Attorney

ATTEST:

ATTEST: If Corporation

Rochelle Scott
City Clerk

Secretary

[Signatures of contractor must be notarized. Obtain two corporate signatures if contractor is a corporation.]

EXHIBIT “A”
AMERICAN RESCUE PLAN ACT REQUIREMENTS

RECITAL:

On March 11, 2021, the American Rescue Plan Act (“ARP Act”) was signed into law. The ARP Act was intended to provide increased aid to individuals, families, businesses, and governments affected by the COVID-19 pandemic. The ARP Act established and funded the Coronavirus State and Local Fiscal Recovery Funds (the “CSLFRF”), which included \$240 billion for state, territorial, local, and Tribal governments to address the pandemic and accelerate local economic recovery.

2 C.F.R. PART 200: APPENDIX II

CONTRACTOR and all subcontractors must:

1. Be registered in SAM.gov (<https://sam.gov/content/home>); and
2. Maintain an active SAM registration with current information, including information on a recipient’s immediate and highest-level owner and subsidiaries; and
3. Provide its unique entity identifier to the City before a contract is executed; and
4. Not have an active exclusion record on SAM.gov which would indicate the entity has been debarred.

CLEAN AIR ACT

(1) CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) CONTRACTOR agrees to report each violation to the City of Palmdale and understands and agrees that the City of Palmdale will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with American Rescue Plan Act funding.

FEDERAL WATER POLLUTION CONTROL ACT

(1) CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) CONTRACTOR agrees to report each violation to the City of Palmdale and understands and agrees that the City of Palmdale will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with American Rescue Plan Act funds.

BYRD ANTI-LOBBYING AMENDMENT

CONTRACTOR with a contract of \$100,000 or more shall file the required certification pursuant to 31 U.S.C. § 1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the City of Palmdale.

RECOVERED MATERIALS

CONTRACTOR shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

DOMESTIC PREFERENCE

CONTRACTOR shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) in accord with 2 CFR 200.322. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SERVICES OR EQUIPMENT

CONTRACTOR shall comply with 2 CFR 200.216 concerning prohibition on certain telecommunications and video services or equipment, as applicable.

ARPA Regulations, 31 CFR Part 35 (“Regulations”) are incorporated herein and made a part of this Contract.

CONTRACTOR agrees to be bound by the reporting requirements set out in the Regulations. This includes submitting quarterly reports by the 15th of the month following the end of each quarter to the Director of Finance. The reports must include, but is not limited to, the use of the funds, documentation/receipts of the funds spent, description of the project and status of completion of the project. The Director of Finance may require additional information of CONTRACTOR for compliance with ARPA Regulations.

----- INTERNAL USE ONLY -----

- Certificate(s) and Endorsement(s) attached
- Confirmed business name on contract with certificate(s)
- ☐Attached notarized bond(s), Worker's Compensation Certificate, and Guaranty
- Attached Agreement Checklist and met all requirements
- ☐Attached 2 CFR 200 checklist
- ☐Attached subrecipient or contractor determination

Record of Signing

For City of Palmdale
Name Leonardo Torres
Title

Lee Torres

Signed on Aug 17, 2026 2:10 PM PDT

Secured by Concord™
DocumentID: 0348v54macpUCXZTdeNAIH
SigningID: 0348v54ZotMCABydr4gNWf
UTC Signing time: 2026-08-17 21:10:31 UTC
IP Address: 45.62.177.244
Email: ltorres@cityofpalmdaleca.gov



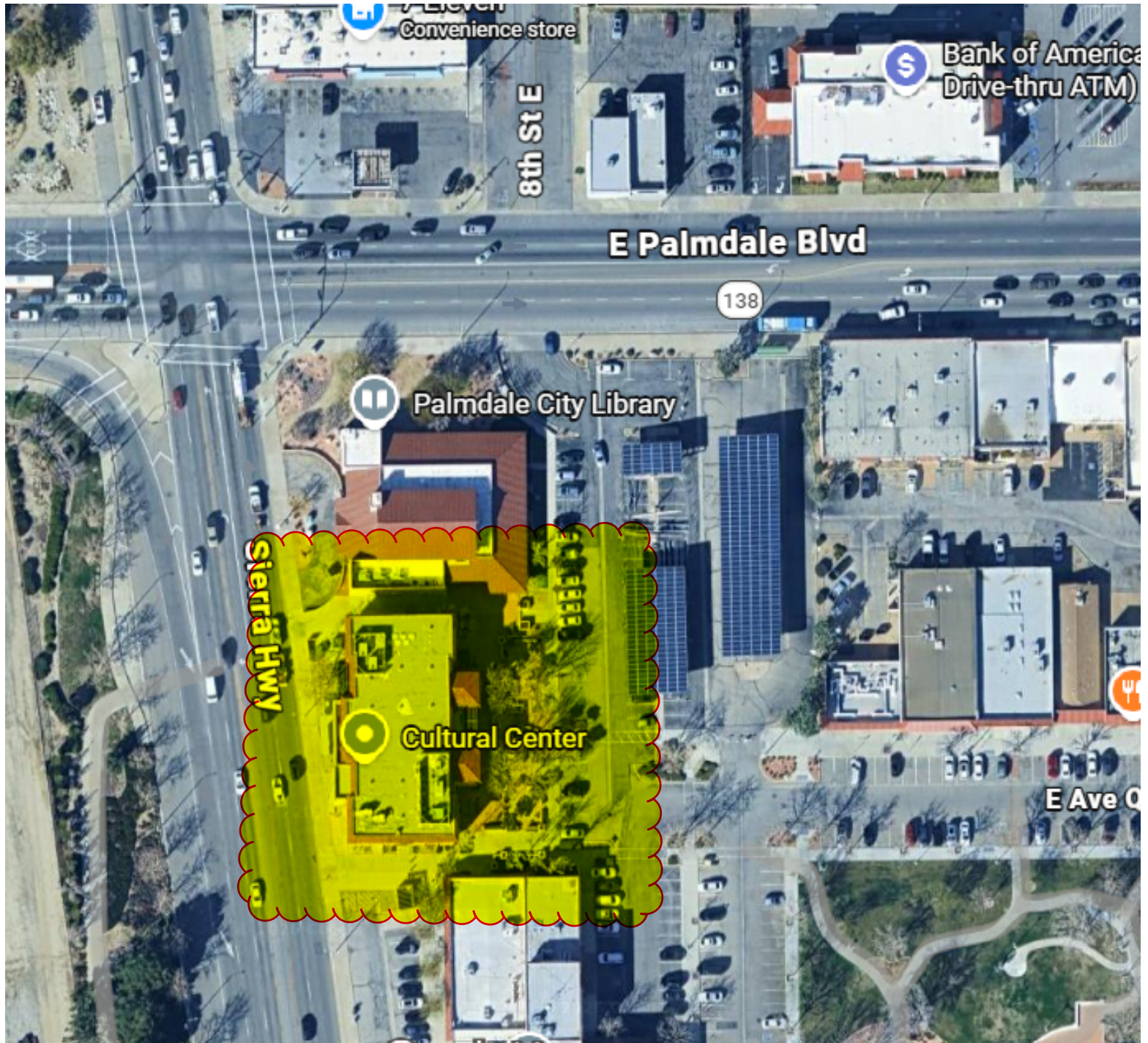
Signed with <https://www.concord.app/>

Project: **CHIMBOLE LIBRARY RENOVATION-PH 1**
Location: 38350 Sierra Hwy, Palmdale CA 93550
Owner: City of Palmdale
Bid/Proj #: 878

Schedule of Values

CSI Divisions#	Description	Amount
Division 01	General Condition & Requirements	\$ 1,917,062.00
Division 01	Mobilization	\$ 800,000.00
Division 01	Insurances & Subcontractors Bond	\$ 372,560.00
Division 01	Performance Bond & Taxes	\$ 156,860.00
Division 02	Demolition & Shoring	\$ 1,038,200.00
Division 03	Concrete Reinforcement	\$ 1,490,341.00
Division 04	Masonry	\$ 542,296.00
Division 05	Metals	\$ 1,838,000.00
Division 06	Wood, Plastic and Composites	\$ 2,221,549.00
Division 07	Thermal & Moisture Protection	\$ 1,117,019.00
Division 08	Doors & Windows	\$ 1,434,078.00
Division 09	Finishes	\$ 4,605,000.00
Division 10	Specialties -OFCI Accessories	\$ 219,025.00
Division 11	Food Service Equipment-OFCI	\$ 147,000.00
Division 12	Furnishing	\$ 62,000.00
Division 14	Hydraulic Elevator	\$ 253,598.00
Division 21	Wet-Pipe Fire Sprinkler System	\$ 218,000.00
Division 22	Building Plumbing	\$ 888,000.00
Division 23	HVAC System- OFCI Equipments	\$ 1,801,500.00
Division 26	Electrical System	\$ 2,410,360.00
Division 27&28	Low Voltage System / OFCI AV System	\$ 305,494.00
Division 31	Earthworks	\$ 196,000.00
Division 32	Site Improvement	\$ 2,051,058.00
Division 33	Site Utilities	\$ 256,000.00
TOTAL PROJECT COST		\$ 26,341,000.00

	ALTERNATES	
A-1	Emergency Generator- OFCI	\$ 201,391.00
A-2	Operable Partition system Between 201/ 202	\$ 61,772.00
A-3	Food Services flooring and base	\$ 17,164.00
A-4	Acoustic wood panels on south concourse wall	\$ 47,250.00
	Total Alternates	\$ 327,577.00
	Total Base Bid Plus Alternates	\$ 26,668,577.00



PN 878 CHIMBOLE-LIBRARY RENOVATION PHASE 1
38350 Sierra Highway, Palmdale, CA 93550