PALMDALE

a place to call home

CITY COUNCIL
SUCCESSOR AGENCY
CITY COUNCIL CHAMBER
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
TUESDAY, SEPTEMBER 1, 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 at least 48 hours prior to the meeting.

Public Comment Information
Members of the public may speak for up to **two (2) minutes** on the Consent Calendar, Public Hearings, Appointments, New Business, and Closed Session items. To address

the Legislative Body on any agendized 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. **NON-AGENDA PUBLIC COMMENTS - Now is the time for public participation.**

5. **CONSENT CALENDAR - Now is the time for public participation**

   All matters listed under the Consent Calendar will be enacted by one motion unless an item(s) is pulled by Council, in which case the item(s) will be removed from the Consent Calendar and will be considered separately following this portion of the Agenda.

   5.1 Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).

   5.2 Receive and file the Monthly Investment Activity Reports for July 2026.
   SR Monthly Investment Report July 2026.docx
   Monthly Investment Reports July 2026.pdf

   5.3 Approve Agreement with American Business Machines (ABM) for citywide managed print services for a total not to exceed amount of $883,810, for a five-year term with the option to extend for two additional one-year terms.
   SR Approve Agrmt No. A-10001 with ABM.docx
   Agrmt No. A-10001 with ABM.pdf

5.4 Approve First Amendment to Agreement with Pro-West & Associates, Inc., for Geographic Information Systems (GIS) professional services, for a total not to exceed amount of $518,820 for the remainder of the three-year term through July 2027.

SR Approve Agrmt No. A-8901 First Amendment with Pro-West Associates, Inc.docx
Agrmt No. A-8901 First Amendment with Pro-West & Associates, Inc.pdf
Agrmt No. A-8901 with Pro-West & Associates, Inc.pdf

5.5 Adopt Resolution No. CC 2026-053, a Resolution of the City Council of the City of Palmdale establishing the Commercial Facade and Americans with Disabilities Act (ADA) Accessibility Improvement Program and adopting Program Guidelines.

SR Reso. No. CC 2026-053 Commercial Facade and ADA Accessibility Improvement Program.docx
Reso. No. CC 2026-053.docx
Facade and Tenant Improvement Grant Program Guidelines Document.pdf

5.6 Approve Second Amendment to Agreement with Advancing Communities Together (ACT) to allocate $333,141.25, for development of 20 units of crisis interim housing for the Dream Village project located at 38626 9th Street.

SR Approve Agrmt No. A-8464 Second Amendment with ACT.docx
Agrmt No. A-8464 Second Amendment with ACT.pdf
Agrmt No. A-8464 First Amendment with ACT.pdf
Agrmt No. A-8464 with ACT.pdf

5.7 Approve Agreements with Bureau Veritas North America Inc., BPR Consulting Group, and Interwest Consulting Group for as-needed plan check and staffing services, each in an amount not to exceed $750,000 for a combined total of $2,250,000, and each for a two-year term with the option to extend for three additional one-year terms.

SR Agrmt Nos. A-9964 with Bureau Veritas North America, Inc., A-9965 with BPR Consulting Group and A-9966 with Interwest Consulting Group.docx
Agrmt No. A-9964 with Bureau Veritas North America, Inc.pdf
Proposal Bureau Veritas North America, Inc.pdf
Cost Estimate Bureau Veritas North America, Inc.pdf
Agrmt No. A-9965 with BPR Consulting Group.pdf
Proposal BPR Consulting Group.pdf
Cost Estimate BPR Consulting Group.pdf
Agrmt No. A-9966 with Interwest Consulting Group.pdf
Proposal Interwest Consulting Group.pdf
Cost Estimate Interwest Consulting Group.pdf

5.8 Approve Second Amendment to Agreement with BKF (formerly MNS Engineers, Inc.) for Project and Construction Management Services for DryTown Water Park Thrill Ride Attraction Project, PN 924, for a total not to exceed amount of

$574,257.
SR Agrmt No. A-9506 with BKF formerly MNS Engineers, Inc.docx
Agrmt No. A-9506 Second Amendment with BKF formerly MNS Engineers, Inc.pdf
Proposal.pdf
Amendment No. 1 to Agrmt No. A-9506 with BKF formerly MNS Engineers, Inc.pdf
Agrmt No. A-9506 with MNS Engineers, Inc.pdf

5.9 Approve Second Supplemental to Agreement with Union Pacific Railroad Company (UPRR) for the Palmdale Blvd. and Sierra Highway Railroad Crossing Safety Upgrades Project for additional design review services for a not to exceed amount of $100,000.
SR Agrmt No. A-8263 Supplemental No. 2 with UPRR.docx
Agrmt No. A-8263 Supplemental No. 2 with UPRR.pdf
Agrmt No. A-8263 Supplemental No. 1 with UPRR.pdf
Agrmt No. A-8263 with UPRR.pdf

5.10 Approve Agreement with GameTime, a PlayCore Company, for Construction for McAdam Park Playground Renovation Project, PN 839A, for a total not to exceed amount of $1,326,860, for a term of 150 working days from the date of the Notice to Proceed.
SR Agrmt No. A-9890 with GameTime.docx
Agrmt No. A-9890 with GameTime.pdf
Proposal.pdf

5.11 Approve Agreement with R.C. Becker, Inc., for construction services for the Boulders ADA Improvement Project, PN 932, for a total not to exceed amount of $254,617 for a term of 30 working days from the date of the Notice to Proceed.
SR Agrmt No. A-9931 with RC Becker Inc.docx
Agrmt No. A-9931 with R.C Becker Inc.pdf
Bid Schedule.pdf
Location Map.pdf

5.12 Approve the minutes from the previous meeting.
Mins 07 07 2026.pdf
Mins 08 04 2026.pdf

6. **PUBLIC HEARING - Now is the time for public participation. Each public hearing will have its own public testimony.**

6.1 Public Hearing to receive public comments on the Draft Consolidated Annual Performance and Evaluation Report (CAPER) for FY 2025-26; and receive, file, and authorize submittal of the CAPER to the United States Department of Housing and Urban Development (HUD).
SR CAPER FY 2025-26.docx
Draft CAPER FY 2025-26.docx

7. **NEW BUSINESS - Now is the time for public participation.**

7.1 Adopt Resolution No. CC 2026-055, a Resolution of the City Council of the City of Palmdale approving a Memorandum of Understanding (MOU) between the City of Palmdale and the California Teamsters Local 986, Public Works Maintenance Division Supervisory and Confidential Unit, for a five-year term from June 1, 2026, through June 30, 2031.

SR Reso. No. CC 2026-055 Agrmt with California Teamsters Local 986 SCBU.docx
Reso. No. CC 2026-055.docx
Agrmt No. A-10041 with California Teamsters Local 986 SCBU.pdf

7.2 Adopt Ordinance No. 1671, an Ordinance of the City Council of the City of Palmdale amending Palmdale Municipal Code Section 3.08.240 to establish reporting requirements for the exercise of delegated authority to the City Manager.

SR Adopt Ord. No. 1671 Amending PMC Section 3.08.240.docx
Ord. No. 1671 Amending PMC Section 3.08.240.docx

7.3 Adopt City Attorney Oversight Policy.

SR Adopt City Attorney Oversight Policy.docx
City Attorney Oversight Policy.docx

7.4 Approve Agreement with Icon West, Inc., for construction services for the Chimbole-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

8. **CITY MANAGER'S REPORT**

9. **COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS**

10. **CLOSED SESSION - Now is the time for public participation.**

PRESENTATION BY CITY ATTORNEY

10.1 PUBLIC EMPLOYMENT

Title: City Attorney Recruitment
This closed session is being held pursuant to the authority of California

Government Code Section 54957.

11. **ANNOUNCEMENT BY CITY ATTORNEY**

12. **ADJOURN** meeting to October 6, 2026, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.



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

City Council Staff Report

DATE: **SEPTEMBER 1, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **RECEIVE AND FILE THE MONTHLY INVESTMENT ACTIVITY REPORTS FOR JULY 2026**

RECOMMENDATION

Staff recommend that the City Council:

1. Receive and file the July 2026 monthly investment activity reports for the City of Palmdale and Successor Agency.

BACKGROUND

In accordance with Section 16 of the City and Successor Agency Investment Policy, the City Treasurer is required to prepare and present monthly and quarterly investment reports to the City Manager/Executive Director and the City Council/Board of Directors. These reports include detailed information on each investment, including the investment type, issuer name, purchase date, maturity date, amount invested, and interest rate. Reporting covers all pooled investments of the City and Successor Agency, as well as Certificates of Participation, Revenue Bonds, Tax Allocation Bonds, Assessment Districts, and Community Facilities District accounts managed by external fiscal agents.

The monthly and quarterly investment reports provide an overview of the City and Successor Agency's investment activity and portfolio performance. They summarize total assets, portfolio allocations, average maturities, yields, and book values. The interest rates presented reflect the most current rates available as of the report date.

Market values for pooled City and Successor Agency investments are based on closing prices as of the report date. Pricing information is obtained from reputable sources, including the Wall Street Journal, Bloomberg Financial Markets, Capital Market Finance publications, and other reliable market data providers.

DISCUSSION

Compliance with Investment Policy

As of July, the City's total investment portfolio was valued at $350,094,827, reflecting a decrease of $5,575,672 from the prior month and an increase of $34,178,104 compared to the same period last year. The month-over-month decrease is attributable to Local Agency Investment Fund (LAIF) transfer to General fund to cover operating expenditures for the month.

The Successor Agency's portfolio had a par value of $9,349,102 as of July, representing a decrease of $531,142 from the previous month. The decrease is primarily attributed to the transfer of Recognized Obligation Payment Schedule's (ROPS) Administrative portion to General Fund, and the Supplemental Educational Revenue Augmentation Fund's (SERAF) portion to General Fund.

All investments are in full compliance with Section 8 of the City's Investment Policy. The portfolios consist of a diversified mix of authorized investment instruments, including Certificates of Deposit, Corporate Notes, U.S. Treasury Securities, and Government Agency Securities, each maintained within established portfolio percentage limits.

The Finance Division serves as custodian of the City and Successor Agency investment portfolios and adheres to the three primary objectives outlined in the Investment Policy:

- Safeguard principal by investing in financial instruments that mitigate the risk of market-related losses;
- Maintain sufficient liquidity to meet anticipated cash flow needs; and
- Achieve a competitive market rate of return consistent with policy constraints.

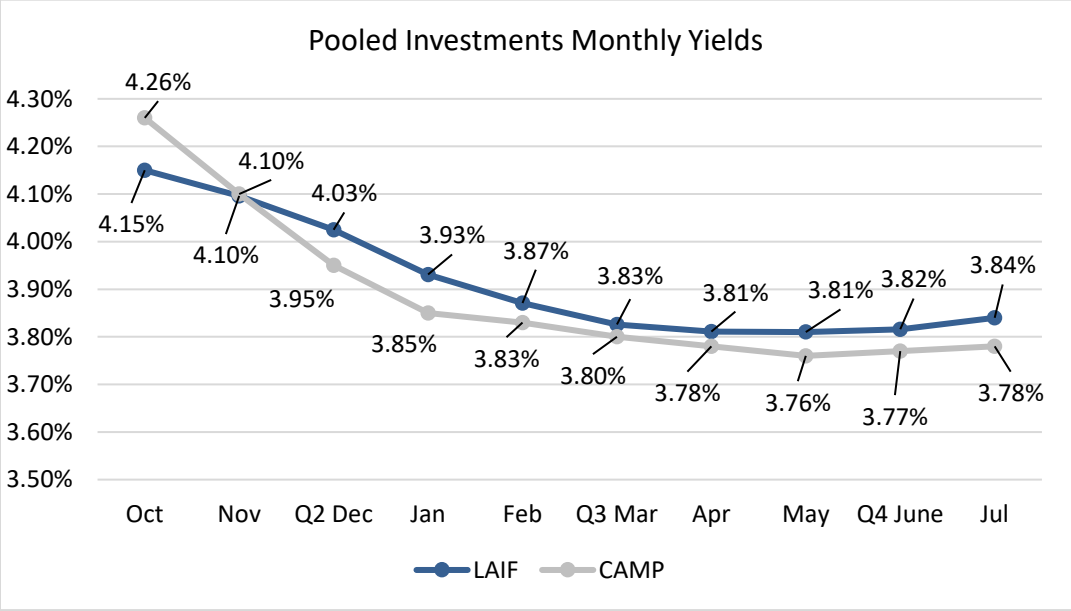
Liquidity

Maintaining adequate liquidity to support operational requirements remains a key priority of the Finance Division. To support this objective, the City and Successor Agency invest in two pooled funds: the Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP). These funds are designed to support daily operational needs and provide flexibility during periods of economic uncertainty. Their high liquidity ensures that both entities can meet ongoing cash flow demands.

At the end of July, the City's LAIF balance totaled $131,517,112, a decrease of $6,558,209 from the prior month due to transfer to General Fund to cover operating expenses for the month. The Successor Agency's LAIF balance was $4,106,929, an increase of $39,703 from the prior month due to earned interest for the month.

The City's CAMP balance at the end of July was $55,294,199, compared to $55,117,148 in June. The increase is due to interest earned during the month.

The interest rates presented reflect the most current rates available as of the date of this report. As of July 31, 2026, LAIF and CAMP were earning 3.840 percent and 3.78 percent, respectively. At the end of June, the rates were 3.816 percent for LAIF and 3.77 percent for CAMP. One year ago, LAIF and CAMP rates were 4.258 percent and 4.41 percent, respectively.



The chart above shows the LAIF and CAMP average monthly yields from October 2025 through July 2026. Both investment pools experienced a gradual decline in yields during this period, reflecting the overall interest rate environment. CAMP initially provided higher yields than LAIF; however, beginning around December 2025, LAIF yields slightly exceeded CAMP yields and remained relatively more stable through July 2026. CAMP, on the other hand, appeared more sensitive to market fluctuations during this period.

Diversity

The Finance Division seeks to maintain a well-diversified investment portfolio in order to minimize exposure to risks associated with any single security type or financial institution.

The City and Successor Agency portfolios remain appropriately diversified in accordance with the Investment Policy. The accompanying monthly reports detail all investments held by both entities, including current book values as of July 31, 2026.

Based on current projections, both the City and the Successor Agency have sufficient funds to meet anticipated expenditure requirements over the next six months. The Finance Division will continue to closely monitor economic conditions and assess their potential impact on interest rates and overall portfolio performance.

Attached are summaries of the investments in the City and Successor Agency's books as of July 31, 2026.

FISCAL IMPACT

$0; There is no fiscal impact associated with the recommended action for this report.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

B. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

C. Involve and expand engagement to enhance public oversight and transparency.

Prepared by:	Janelle Samson, Deputy City Manager
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

Rpt. Monthly Investment Report July 2026

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2026

CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
U.S. TREASURY SECURITIES				Yield			
01-03-24	12-31-26	CITY	912828YX2 U.S. Treasury Note	0.04	$ 5,000,000.00	$ 4,696,880.23	$ 4,945,900.00
01-03-24	06-30-27	CITY	91282CEW7 U.S. Treasury Note	0.04	5,000,000.00	4,897,630.28	4,958,500.00
01-03-24	09-30-27	CITY	91282CFM8 U.S. Treasury Note	0.04	2,500,000.00	2,523,771.66	2,499,600.00
12-18-24	09-30-29	CITY	91282CFL0 U.S. Treasury Note	0.39	5,000,000.00	4,977,094.45	4,957,250.00
12-18-24	10-31-29	CITY	91282CFT3 U.S. Treasury Note	0.40	5,000,000.00	4,988,321.47	4,974,800.00
12-18-24	11-30-29	CITY	91282CFY2 U.S. Treasury Note	0.39	5,000,000.00	4,942,086.29	4,954,100.00
01-02-25	12-31-29	CITY	91282CGB1 U.S. Treasury Note	0.39	3,000,000.00	2,949,835.02	2,971,980.00
11-17-25	09-30-30	CITY	91282CPA3 U.S. Treasury Note	3.63	3,000,000.00	3,015,470.91	2,935,770.00
01-23-26	06-30-29	CITY	91282CEV9 US Treasury Note	3.25	1,000,000.00	985,312.50	974,726.56
01-23-26	02-28-30	CITY	91282CGQ8 US Treasury Note	4.00	1,000,000.00	1,008,750.00	994,492.19
01-23-26	12-31-30	CITY	91282CJQ5 US Treasury Note	3.75	1,000,000.00	995,937.50	982,070.31
03-05-26	11-15-28	CITY	91282CPK1 US Treasury Note	3.50	2,000,000.00	1,997,812.50	1,970,468.76
03-16-26	04-15-28	CITY	91282CMW8 US Treasury Note	3.75	2,000,000.00	2,001,875.00	1,986,171.88
05-05-26	05-15-28	CITY	91282CND9 U.S. Treasury Note	3.75	2,000,000.00	1,993,750.00	1,985,625.00
05-05-26	10-15-28	CITY	91282CPC9 U.S. Treasury Note	3.50	2,000,000.00	1,980,312.50	1,971,406.26
06-17-26	01-31-28	CITY	91282CGH8 U.S. Treasury Note	3.50	2,000,000.00	1,984,375.00	1,979,921.88
06-23-26	11-30-27	CITY	91282CFZ9 U.S. Treasury Note	3.88	3,000,000.00	2,988,750.00	2,988,632.82
07-23-26	08-31-27	CITY	91282CNV9 U.S. Treasury Note	3.63	1,000,000.00	994,062.50	994,062.50
07-24-26	02-15-28	CITY	91282CMN8 U.S. Treasury Note	4.25	1,000,000.00	999,062.50	999,062.50
			TOTAL U.S. TREASURY SECURITIES		$ 51,500,000.00	$ 50,921,090.31	$ 51,024,540.66
GOVERNMENT AGENCY PAPER							
12-21-21	12-22-26	CITY	3133ENJC5 Federal Farm Credit	1.29	5,000,000.00	5,000,000.00	4,931,455.55
06-24-22	02-26-27	CITY	3130AL5A8 Federal Home Loan Note	3.33	5,000,000.00	4,479,000.00	4,899,467.95
08-17-22	10-27-26	CITY	3134GW4C7 Freddie Mac	0.80	5,000,000.00	4,539,500.00	4,950,573.55
01-06-23	02-25-27	CITY	3130AQRH8 Federal Home Loan Note	4.38	5,000,000.00	4,590,638.89	4,935,865.65
01-06-23	04-19-27	CITY	3130ARHJ3 Federal Home Loan Note	4.38	5,000,000.00	4,801,354.86	4,963,616.95
08-08-24	08-14-29	CITY	3134HADY6 Freddie Mac Domestic	4.00	4,000,000.00	3,946,000.00	3,972,921.76
12-03-24	12-04-29	CITY	3130B3XP3 Federal Home Loan	4.50	1,000,000.00	1,000,000.00	998,139.76
12-04-24	12-02-27	CITY	3133ERE23 Federal Farm Credit	4.32	1,000,000.00	1,000,000.00	997,746.37
01-27-25	07-27-27	CITY	3130B4RC7 Federal Home Loan Bank	4.50	3,000,000.00	3,000,000.00	3,009,604.20
06-27-25	04-30-29	CITY	3136GAGW3 Fannie Mae	4.75	5,000,000.00	5,000,000.00	4,994,054.65
09-08-25	10-08-27	CITY	3135G05Y5 Fannie Mae NTS	3.31	2,000,000.00	1,897,625.25	1,897,625.25
09-17-25	09-15-28	CITY	3133ETXV4 Federal Farm Credit Bond	3.83	1,400,000.00	1,402,403.14	1,388,086.00
11-17-25	11-06-30	CITY	3130B8BF8 Federal Home Loan	3.95	830,000.00	833,082.01	820,969.60
01-06-26	06-26-30	CITY	3133ET5K9 Federal Farm Credit Bank	4.07	3,000,000.00	2,998,500.00	2,971,004.52
01-06-26	01-06-31	CITY	3136GCCY9 Fannie Mae	4.00	4,000,000.00	4,000,000.00	3,940,567.36
03-05-26	03-05-29	CITY	3133EWFX3 Federal Farm Credit	3.70	2,000,000.00	1,997,000.00	1,972,536.22
03-10-26	09-10-29	CITY	3130B9RD4 Federal Home Loan	4.00	2,000,000.00	2,000,000.00	1,986,232.74
03-10-26	03-10-31	CITY	3134HCXZ7 Freddie Mac	3.70	2,000,000.00	1,988,000.00	1,959,273.60
03-17-26	03-14-28	CITY	3130B9WM8 Federal Home Loan	4.00	2,500,000.00	2,500,000.00	2,492,521.20
03-31-26	02-26-29	CITY	3134HCE96 Freddie Mac	4.21	1,500,000.00	1,500,000.00	1,494,781.64
04-14-26	04-14-31	CITY	3130BA4X2 Federal Home Loan	4.75	1,520,000.00	1,520,000.00	1,510,471.94
04-22-26	04-30-29	CITY	3133EWMX5 Federal Farm Credit	4.03	2,000,000.00	2,000,000.00	1,986,897.86
04-30-26	04-23-31	CITY	3130BAGD3 Federal Home Loan	4.20	2,000,000.00	2,000,000.00	1,981,046.92
05-12-26	11-12-30	CITY	3133EWPC8 Federal Farm Credit	4.30	2,000,000.00	2,000,000.00	1,981,030.80
05-28-26	05-25-29	CITY	3134HCV48 Freddie Mac	4.25	2,000,000.00	2,000,000.00	1,998,173.92
06-16-26	12-15-28	CITY	3130BAW52 Federal Home Loan	4.32	1,890,000.00	1,890,000.00	1,885,971.52
06-24-26	06-15-29	CITY	3130BBAN5 Federal Home Loan	4.50	2,000,000.00	2,000,000.00	1,997,573.66
06-30-26	12-21-28	CITY	3130BB6W0 Federal Home Loan	4.35	2,000,000.00	2,000,000.00	1,997,389.64
07-24-26	06-22-28	CITY	3133EWTU4 Federal Farm Credit	4.16	1,000,000.00	995,000.00	995,000.00
07-29-26	01-29-30	CITY	3130BBN76 Federal Home Loan	4.75	1,000,000.00	1,000,000.00	1,000,000.00
			TOTAL GOVERNMENT AGENCY PAPER		$ 77,640,000.00	$ 75,878,104.15	$ 76,910,600.78

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2026

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
CERTIFICATES OF DEPOSIT							
01-04-24	12-28-28	CITY	09582YAV4 Blue Ridge Bank	4.09	240,000.00	240,948.00	239,988.00
06-13-24	06-13-29	CITY	89235MPP0 Toyota Financial SGS	4.65	245,000.00	245,000.00	247,411.78
01-14-26	01-14-31	CITY	46659CSR2 JP Morgan Chase Bank NA	4.00	250,000.00	250,000.00	244,602.18
02-13-26	02-14-28	CITY	178180HL2 City National Bank Beverly Hills	3.85	250,000.00	250,000.00	248,731.48
02-20-26	02-20-29	CITY	33622PAP8 First Security Bank	3.90	250,000.00	250,000.00	246,676.75
03-05-26	02-25-30	CITY	61778EQC8 Morgan Stanley	3.95	250,000.00	250,000.00	246,812.40
03-11-26	03-12-29	CITY	61776N2D4 Morgan Stanley	3.80	250,000.00	250,000.00	246,964.75
06-10-26	06-12-28	CITY	65504UAM9 Noble Federal Credit	4.10	250,000.00	250,000.00	249,440.25
06-18-26	06-20-28	CITY	949764XV1 Wells Fargo Bank	4.20	250,000.00	250,000.00	249,896.35
06-18-26	12-18-28	CITY	05612LLE0 BMW Bank of North America	4.25	250,000.00	250,000.00	249,888.10
06-18-26	06-18-29	CITY	53229WAE3 Lighthouse Credit Union	4.40	250,000.00	250,000.00	249,535.78
06-30-26	12-30-27	CITY	77357DAN8 Rockland Federal Credion Union	4.25	250,000.00	250,000.00	250,253.50
06-30-26	06-30-29	CITY	17290G5W3 Citi Bank NA	4.50	250,000.00	250,000.00	250,000.00
			TOTAL CERTIFICATES OF DEPOSIT		$ 3,235,000.00	$ 3,235,948.00	$ 3,220,201.32
CORPORATE BONDS							
01-04-24	03-02-28	CITY	718172CE7 Philip Morris Intl Inc	4.49	500,000.00	474,395.25	489,410.00
01-04-24	04-01-27	CITY	808513BW4 Charles Schaw Corp	4.68	500,000.00	479,390.25	496,595.00
01-09-24	07-09-27	CITY	22550L2K6 Crdit Suisse New York	4.92	500,000.00	500,910.25	503,835.00
01-09-24	08-15-28	CITY	797440CE2 San Diego G & E	4.49	500,000.00	509,340.25	504,120.00
01-09-24	07-01-27	CITY	75973QAA5 Reneissance Financial	5.01	500,000.00	475,470.25	495,455.00
08-27-24	02-01-29	CITY	06406RBN6 Bank of NY Mellon Corp	4.20	656,000.00	663,116.29	656,728.16
08-27-25	07-26-29	CITY	06406RBK2 Bank of Melon Corp	4.09	1,000,000.00	1,021,952.92	1,000,290.00
08-27-25	08-09-29	CITY	89236TMK8 Toyota Motor Crdt Corp	4.03	500,000.00	510,587.75	500,050.00
08-27-25	05-13-30	CITY	91324PDX7 United Health Group Inc	4.15	1,000,000.00	914,211.92	909,440.00
01-06-26	11-15-30	CITY	30303MAB8 Meta Platforms Inc Global	4.20	1,500,000.00	1,510,500.00	1,476,962.22
01-06-26	05-06-30	CITY	46647PBD7 JPMorgan Chase & Co	3.70	1,500,000.00	1,482,990.00	1,459,130.52
01-23-26	04-13-29	CITY	023135CG9 Amazon.com Inc	3.45	1,000,000.00	988,500.00	976,206.37
01-23-26	01-23-30	CITY	6174468G7 Morgan Stanley MTN	4.43	1,000,000.00	1,007,000.00	991,177.91
01-23-26	01-10-31	CITY	89236TPH2 Toyota Motor Credit Corp	4.20	1,000,000.00	998,300.00	982,770.35
02-12-26	02-12-31	CITY	95004HBB3 Wells Fargo Bank	4.15	2,000,000.00	2,000,000.00	1,958,254.26
02-23-26	02-23-29	CITY	06055JQF9 Bank of America Corp	4.05	2,000,000.00	2,000,000.00	1,937,547.64
03-05-26	11-20-30	CITY	023135CT1 Amazon.com Inc Global	4.10	1,500,000.00	1,510,500.00	1,475,218.92
03-05-26	02-15-31	CITY	02079KBK2 Alphabet Inc Global	4.10	1,000,000.00	1,006,000.00	983,570.40
03-05-26	03-21-29	CITY	59217GEZ8 Met Life Glob Funding	3.30	1,500,000.00	1,468,500.00	1,451,015.96
03-12-26	03-12-31	CITY	38151GAJ0 Goldman Sachs Bank	4.10	2,000,000.00	2,000,000.00	1,951,643.40
03-16-26	03-13-31	CITY	023135DD5 Amazon.com Inc Global	4.25	1,500,000.00	1,495,155.00	1,477,589.33
03-16-26	03-13-29	CITY	89236TPQ2 Toyota Motor Credit	4.05	1,000,000.00	997,600.00	988,984.12
04-23-26	05-07-30	CITY	57629TBX4 Massmutual Global	4.55	1,500,000.00	1,507,200.00	1,489,829.46
04-23-26	07-25-28	CITY	64952WFP3 New York Life Global	4.15	1,500,000.00	1,501,050.00	1,490,176.86
05-12-26	05-12-31	CITY	46660NBS1 JP Morgan Chase	4.88	2,000,000.00	2,000,000.00	1,987,112.80
06-23-26	06-15-29	CITY	67066GAQ7 Nvidia Corp	4.35	3,000,000.00	2,990,700.00	2,995,018.68
			TOTAL CORPORATE BONDS		$ 32,156,000.00	$ 32,013,370.13	$ 31,628,132.36
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
09-01-84	n/a	CITY	98-19-620	3.83	$ 65,243,872.58	$ 65,243,872.58	$ 65,243,872.58
9-19-2024	n/a	PFA	40-19-078	3.83	36,500,000.00	36,500,000.00	51,429,215.06
9-28-2021	n/a	ARPA	19-19-004	3.83	14,844,024.23	14,844,024.23	14,844,024.23
			TOTAL LAIF ACCOUNTS		$ 116,587,896.81	$ 116,587,896.81	$ 131,517,111.87
CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM							
6080-01	n/a	CITY	6080-01	3.78%	$ 55,294,199.00	$ 55,294,199.00	$ 55,294,199.00
			TOTAL CAMP ACCOUNTS		$ 55,294,199.00	$ 55,294,199.00	$ 55,294,199.00

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2026

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
UBS FINANCIAL SERVICES							
n/a	n/a	CITY		0.00	$ 500,041.29	$ 500,041.29	$ 500,041.29
			TOTAL UBS FINANCIAL SERVICES ACCOUNTS		$ 500,041.29	$ 500,041.29	$ 500,041.29
			TOTAL CITY INVESTMENTS		$ 336,913,137.10	$ 334,430,649.69	$ 350,094,827.28
			LIBRARY INVESTMENTS				
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
11-20-84	n/a	LIBRARY	16-19-012	3.83			$ 14,508.32
			TOTAL LIBRARY INVESTMENTS				$ 14,508.32
			FISCAL AGENT CASH				
SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
05-10-95	n/a	BOND	95421220	0.35			$ 125.26
05-10-95	n/a	IMPROVEMENT	95421222	0.10			182,056.24
			TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1				$ 182,181.50
BOND PROCEEDS							
RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
04-06-95	n/a	RESERVE-SEN	95420880	n/a			$ 0.03
04-06-95	n/a	IMPV-ACQUI	95420884	0.01			536.26
04-06-95	n/a	BOND	95420887	0.15			0.15
			TOTAL RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1				$ 536.44
BOND PROCEEDS							
ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
08-01-19	n/a	SP TAX - B BOND	242969000	0.00			$ 111.07
08-01-19	n/a	RESERVE	242969003	0.00			722,962.76
08-01-19	n/a	SP TAX - REFNDING BOND	242969004	0.01			15,152.39
			TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1				$ 738,226.22
BOND PROCEEDS							
2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
	n/a	SPEC TRB SER A/B	251009000	0.01			$ 11,555.45
	n/a	RESERVE FUND	251009001	0.01			647,321.87
			TOTAL 2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021				$ 658,877.32

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2026

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
BOND PROCEEDS							
2006-1 GODDE HILL ESTATE SEWER IMPROVEMENTS LOIB							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
11-08-06	n/a	REDEMPTION FUND	106844000	0.01			$ 17,041.01
11-08-06	n/a	ADM EXP	106844002	0.01			1,873.39
11-08-06	n/a	RESERVE FUND	106844003	0.01			81,598.26
		TOTAL 2006-1 GODDE HILL ESTATE SEWER IMPROVEMENTS LOIB					$ 100,512.66
2015 HA DEBT SERVICE RESERVE							
Fiscal Agent: Bank of America							
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08			$ 41,382.19
		TOTAL 2015 HA DEBT SERVICE RESERVE					$ 41,382.19
PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND							
05-23-18	n/a	CITY	104790895775 Pub. Agency Retirement Svcs.	2.60			$ 13,924,940.53
		TOTAL PARS PENSION TRUST FUND					$ 13,924,940.53
BOND PROCEEDS							
2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
09-03-15	n/a	BOND FUND	277067000	0.00			$ 52,625.51
09-03-15	n/a	INTEREST ACCT	277067001	0.01			20.97
09-03-15	n/a	BOND RESERVE	277067003	0.00			281,017.34
09-03-15	n/a	REPAIR & REPLACE FUND	277067004	0.00			1,486,040.69
		TOTAL 2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS					$ 1,819,704.51
BOND PROCEEDS							
2017 PFA $17.4M LEASE REVENUE BONDS							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
04-05-17	n/a	REVENUE FUND	271128000	0.00			$ 0.56
04-05-17	n/a	REVENUE REFUNDING BOND	271128001	n/a			0.09
04-05-17	n/a	REVENUE REFUNDING BOND	271128002				0.31
		TOTAL 2017 PFA $17.4M LEASE REVENUE BONDS					$ 0.96
BOND PROCEEDS							
2023 A&B SERIES ACQUISITION & CONSTRUCTION REVENUE BOND PFA							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
11-30-23	n/a	REVENUE FUND	248041000				$ 11.25
11-30-23	n/a	INTEREST	248041001				387,457.71
11-30-23	n/a	PRINCIPAL	248041002				0.80
11-30-23	n/a	REVENUE FUND	248041004				13.54
11-30-23	n/a	INTEREST	248041007				0.18
11-30-23	n/a	REVENUE FUND	248041008				4,800,560.52
		TOTAL 2023 A&B SERIES B ACQUISITION & CONSTRUCTION REV BOND					$ 5,188,044.00
		GRAND TOTAL - FISCAL AGENT CASH					$ 22,654,406.33

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2026

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand		$ 7,241,494
Pooled Cash Investments		
City:	342,279,406	
Insur Fund:	7,815,421	$ 350,094,827
Library Investments		14,508
Subtotal		$ 357,350,829
City/AD/CFD/PCA/PFA/HA Fiscal Agent Cash		$ 22,654,406
Grand total		$ 380,005,235

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2026

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF), CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP), & UBS FINANCIAL SERVICES

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
LAIF - CITY ACCOUNT 98-19-620				
Beginning Balance				$ 72,373,759.29
07-14-26		$ (6,500,000.00)		
07-15-26			$ 670,113.29	
07-15-26		$ (1,300,000.00)		
Subtotal	$ -	$ (7,800,000.00)	$ 670,113.29	65,243,872.58
LAIF - PFA ACCOUNT 40-19-078				
Beginning Balance				$ 51,001,040.71
07-15-26			$ 428,174.35	
Subtotal	$ -	$ -	$ 428,174.35	$ 51,429,215.06
LAIF - LIBRARY ACCOUNT 16-19-012				
Beginning Balance				$ 14,368.06
07-15-26			$ 140.26	
Subtotal	$ -	$ -	$ 140.26	$ 14,508.32
LAIF - ARPA ACCOUNT 19-19-004				
Beginning Balance				$ 14,700,521.41
07-15-26			$ 143,502.82	
Subtotal	$ -	$ -	$ 143,502.82	$ 14,844,024.23
CAMP				
Beginning Balance				$ 55,117,147.55
07-31-26			$ 177,051.45	
Subtotal	$ -	$ -	$ 177,051.45	$ 55,294,199.00
UBS Financial Services				
Beginning Balance				$ 183,143.48
07-31-26			$ 64,845.13	
07-31-26	$ 500,000.00			
07-31-26		$ (247,947.32)		
Subtotal	$ 500,000.00	$ (247,947.32)	$ 64,845.13	$ 500,041.29
Total	$ 500,000.00	$ (8,047,947.32)	$ 1,483,827.30	$ 187,325,860.48

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2026

POOLED CASH - INVESTMENTS MATURED OR CALLED

TN = US Treasury
FP = Federal Paper
CD = Certificate of Deposit
C = Call
M = Maturity
CB = Corporate Bonds

ISSUER	PURCHASE DATE	MATURITY DATE		FACE VALUE REDEEMED	INTEREST RECEIVED	NET FUNDS	INVESTED AMOUNT	GAIN/ (LOSS)
3130B4QA2 Federal Home Loan Bank	01-28-25	07-21-27	FP	$ 3,000,000.00	$ 68,250.00	$ 3,068,250.00	$ 2,999,716.59	$ 283.41
61761J3R8 Morgan Stanley	01-04-24	07-27-26	CB	500,000.00	7,812.50	$ 507,812.50	499,820.00	$ 180.00
				$ 3,500,000.00	$ 76,062.50	$ 3,576,062.50	$ 3,499,536.59	$ 463.41

Total Number of Transactions:

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2026

POOLED CASH - INVESTMENTS PURCHASED

TN = US Treasury
FP = Federal Paper
CD = Certificate of Deposit
CB = Corporate Bonds

ISSUER	PURCHASE DATE	MATURITY DATE		FACE VALUE	PREMIUM / (DISCOUNT)	PURCHASE PRICE	ACCRUED INTEREST PURCHASED	NET PURCHASE	Yield Coupon
91282CNV9 U.S. Treasury Note	07-23-26	08-31-27	TN	$ 1,000,000.00	5,937.50	$ 994,062.50	14,283.29	$ 1,008,345.79	3.63
3133EWTU4 Federal Farm Credit	07-24-26	06-22-28	FP	1,000,000.00	5,000.00	995,000.00	3,697.78	998,697.78	4.16
91282CMN8 U.S. Treasury Note	07-24-26	02-15-28	TN	1,000,000.00	937.50	999,062.50	18,667.13	1,017,729.63	4.25
3130BBN76 Federal Home Loan	07-29-26	01-29-30	FP	1,000,000.00	-	1,000,000.00	-	1,000,000.00	4.75
				$ 4,000,000.00	$ 11,875.00	$ 3,988,125.00	$ 36,648.20	$ 4,024,773.20	

Total Number of Transactions:

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
July 31, 2026

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	INVESTED AMOUNT	TOTAL
LAIF - SA ACCOUNT 65-19-035						
09-01-84	n/a	SA Account	65-19-035	3.83	$ 4,106,929.25	
						$ 4,106,929.25

FISCAL AGENT CASH

BOND PROCEEDS						
CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						
Fiscal Agent: U.S. Bank National Association						
08-20-02	n/a	Reserve Fund	94460700	2.54	$ 530,603.31	
08-20-02	n/a	Interest Acct	94460701	0.04	30,961.69	
08-20-02	n/a	Principal Acct	94460702	0.04	83.54	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						$ 561,648.54
BOND PROCEEDS						
2016 SA $31.5M Tax Allocation Refunding Bonds Series A						
Fiscal Agent: U.S. Bank National Association (fka First Trust)						
04-26-16	n/a	Debt Service	245113000	0.00	$ 0.89	
TOTAL 2016 SA $31.5M Tax Allocation Refunding Bonds Series A						$ 0.89
BOND PROCEEDS						
2016 SA $31.5M Tax Allocation Refunding Bonds Series B						
Fiscal Agent: U.S. Bank National Association (fka First Trust)						
4/26/2016	n/a	Debt Service	269424000	0.00	$ 0.52	
TOTAL 2016 SA $31.5M Tax Allocation Refunding Bonds Series B						$ 0.52
GRAND TOTAL - FISCAL AGENT CASH						$ 561,649.95

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	$ 4,680,523
Pooled Cash Investments	4,106,929
Successor Agency Fiscal Agent Cash	561,650
Grand total	$ 9,349,102

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
July 31, 2026

POOLED CASH - STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
LAIF - SA ACCOUNT 65-19-035				
Beginning Balance				4,067,226.00
07-15-26			39,703.25	
Subtotal	$ -	$ -	$ 39,703.25	$ 4,106,929.25

City Council Staff Report

DATE: **SEPTEMBER 1, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
INFORMATION TECHNOLOGY DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE AGREEMENT WITH AMERICAN BUSINESS MACHINES (ABM) FOR CITYWIDE MANAGED PRINT SERVICES FOR A TOTAL NOT TO EXCEED AMOUNT OF $883,810, FOR A FIVE-YEAR TERM WITH THE OPTION TO EXTEND FOR TWO ADDITIONAL ONE-YEAR TERMS**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Agreement No. A-10001 with ABM for citywide managed print services for a total not to exceed amount of $883,810, plus a 15% contingency amount of $132,570, for a five-year term with the option to extend for two additional one-year terms; and,

2. Authorize the City Manager or his designee to execute Agreement No. A-10001 with ABM, including minimal and/or non-substantive changes.

BACKGROUND

The City currently utilizes a citywide printer services agreement to provide multifunction devices, printers, maintenance, and related support services for City operations. The existing agreement was established for a 69-month term and is scheduled to expire in September 2026. With the current agreement nearing expiration, the City is seeking a new citywide printer services lease agreement to ensure continued access to reliable printing equipment and support services.

DISCUSSION

On April 16, 2026, the City issued Request for Proposals (RFP No. 26-001-1600) to obtain competitive proposals for Citywide Managed Print Services. The requested services included replacement of the City's multifunction copier fleet, a managed

desktop printer program, Copy Center equipment and staffing, maintenance, toner and supplies, and ongoing technical support.

In response to the RFP, six proposals were received. Consistent with the RFP procurement process, the evaluations prioritized the proposer's organizational qualifications and experience, technical approach, staffing, and cost proposal. The table below summarizes the evaluation criteria used in this process:

Criteria	Available Points
Technical Approach and Implementation	25
Experience, Qualifications, and Capacity	25
Project Staffing	25
Cost Proposal	25
Total	**100**

Each evaluator independently scored the proposals for the following firms:

Rank	Vendor	Location	Cost (Lease Proposal Only)
1	ABM	Palmdale, CA	$ 560,100
2	Konica Minolta	Woodland Hills, CA	$ 660,134
3	Ricoh USA	Rialto, CA	$ 728,982
4	Canon Solutions America	Glendale, CA	$ 1,002,754
5	Kyocera Document Solutions	Irvine, CA	$ 681,034
6	Sharp Business Systems	Santa Fe Springs, CA	$ 951,536

Following the evaluation process, ABM was determined to provide the best overall value to the City based on its technical approach, qualifications, staffing, and cost. ABM is an Antelope Valley-based business with experience serving public agencies in the region and will provide local on-site support.

Proposed Agreement No. A-10001 will establish a citywide managed print program that consolidates multifunction devices, desktop printers, maintenance, supplies, and Copy Center services under one agreement. Services include preventative maintenance, toner and consumable supplies (excluding paper), remote monitoring, equipment moves and changes, and on-site Copy Center staffing.

Proposals received in response to this solicitation were based on 28 standalone machines. Following evaluation of the City's operational needs, staff determined that additional machines are necessary and propose increasing the total to 34 machines. Accordingly, the cost reflected in the proposed agreement is higher than the amount presented in the original proposal because it includes the cost of the additional machines.

The table below provides a summary of the contract costs proposed:

Description	Monthly Amount	Annual Amount	5-Year Total Contract Amount
Monthly Equipment Lease – Standalone Machines	$11,730	$140,760	$703,810
Consumables/Supplies	$3,000	$36,000	$180,000
Total	$14,730	$176,760	$883,810

FISCAL IMPACT

$1,016,380; Consisting of a total contract amount of $883,810 plus 15% contingency of $132,570. Funds are available in FY 2026-27 in the Information Technology Internal Service Fund accounts.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

B. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

Prepared by:	Janelle Samson, Deputy City Manager
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-10001 with ABM

AGREEMENT NO. A-10001
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND AMERICAN BUSINESS MACHINES

This CONTRACT for services ("Contract" herein) is made and entered into by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and AMERICAN BUSINESS MACHINES, a Corporation, (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in this Contract.

NOW THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1 CITY PROJECT MANAGER

To provide the services required by this Contract, CONTRACTOR shall act under the authority and approval of the Operations Director/designee, who shall oversee this Contract, the work performed by CONTRACTOR, assist CONTRACTOR with any necessary information, audit billings, and approve payments. The CONTRACTOR shall channel all contacts and requests through the City project manager.

2 DESCRIPTION OF WORK

2.1 CONTRACTOR shall provide the following services in a manner satisfactory to CITY:

CONTRACTOR shall provide Citywide Managed Print Services to CITY, including the provision, installation, maintenance, and support of multifunction devices and Copy Center equipment. Services shall include all equipment, preventative maintenance, toner, drums, parts, labor, service calls, mileage, inspections, consumables, supplies, paper, staples, network technical support, equipment moves and changes, and all other materials and services necessary to provide the Citywide Managed Print Services described herein.

CONTRACTOR shall perform the services described in Attachment 1 - Scope of Work and in accordance with Attachments 2 through 9, each of which is incorporated herein by reference.

2.2 CONTRACTOR shall have no claim for compensation for any services or work, which has not been authorized by CITY's Authorization to Proceed.

2.3 CONTRACTOR shall not accept any change of scope, or change in contract provisions, to this Contract unless issued in writing, as a contract change order or amendment and signed by CITY. Any extensions of time must be mutually agreed upon in writing and executed by both parties.

2.4 CONTRACTOR shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

2.5 All work supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of 365 days from the date of acceptance by CITY. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

2.6 CITY shall provide to CONTRACTOR, without charge, all data, program information, including reports, records, maps, and other information, now in CITY's possession, which may facilitate the timely performance of the work.

3 CONTRACTOR'S KEY PERSONNEL

3.1 **Key Staff.** CITY reserves the right to review and approve CONTRACTOR'S staff including all subcontractors to be assigned to any project by CONTRACTOR during the term of this Contract.

This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

CONTRACTOR's Team and Key Personnel are as follows:

TBD

This Services Contract has been awarded to CONTRACTOR based on its representation that those personnel and subcontractors submitted as part of its bid and listed above will perform the portions of the work listed above.

CONTRACTOR shall not deviate nor substitute any of these team members without prior written approval by CITY.

3.2 **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

3.3 **Direct Responsibility.** All services required under this Contract shall be performed by CONTRACTOR, or under CONTRACTOR's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

3.3.1 CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Contract, and compliance with all reasonable performance standards established by CITY.

3.3.2 CONTRACTOR shall be responsible for payment of all CONTRACTOR's employees' and subcontractor's wages and benefits and shall comply with all requirements pertaining to the employer's liability, workers' compensation, unemployment insurance, and Social Security.

3.3.3 CONTRACTOR shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from CONTRACTOR's acts or omissions with respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

3.4 Standards of Performance. CONTRACTOR shall be responsible for the completeness and accuracy of its services and work and documents resulting there from, and CITY shall not be responsible for discovering deficiencies therein. CONTRACTOR shall correct any such deficiencies or errors without additional compensation and without cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY-furnished information.

4 CONTRACT TERM

The term of this Contract is five (5) years, commencing on the effective date, with CITY reserving the option to extend the agreement for two additional terms of one year each.

5 ACCEPTANCE AND DOCUMENTATION

Each task shall be reviewed and approved by the Contract Project Manager to determine acceptable completion.

5.1 **Records**. The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

5.2 **Property of CITY.** All materials, including reports, computer programs and other deliverables, supplied or created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

5.3 **Products.** All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

6 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed Eight Hundred Eighty-Three Thousand Eight Hundred Ten dollars ($883810) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

Billing Cycle: Monthly.

Payment terms shall be Net forty-five (45) calendar days from CITY's receipt of a complete and accurate invoice.

6.1 An application for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

6.2 CONTRACTOR shall maintain adequate records and shall permit inspection and audit by CITY of CONTRACTOR's charges under this Contract. CONTRACTOR shall make such records available to CITY during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to CITY and any specified public agencies. Such records shall be maintained by CONTRACTOR for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event CONTRACTOR shall retain its records for the time required by such laws.

6.3 **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

7 TAXES

7.1 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with state and local laws.

7.2 CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation, or liability on behalf of CITY. No person employed by CONTRACTOR or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

7.3 CONTRACTOR shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

7.4 When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the work, CONTRACTOR shall assist the City in applying for and obtaining such tax credits and exemptions, which shall be paid or credited to the City.

8 PATENT FEES AND ROYALTIES

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, program, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, program, product or device is specified in the contract documents for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. CONTRACTOR shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, program, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

9 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR and any subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter “Indemnified Parties”) for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of CONTRACTOR, or its subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, CONTRACTOR and, as applicable, any subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONTRACTOR shall ensure that the contract of any subcontractor working under this agreement contain an indemnity agreement, requiring the subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONTRACTOR shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

10 INSURANCE

10.1 CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed “A” or better in the Best’s Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 10.8, must be reviewed and accepted by the City Attorney**.

10.1.1 Workers’ Compensation and Employer’s Liability
Workers’ Compensation -- coverage as required by the State of California
Employer’s Liability

$1,000,000 each accident
$1,000,000.00 policy limit bodily injury
$1,000,000.00 each employee bodily injury by disease

10.1.2 Commercial General Liability
$1,000,000.00 limit on a per occurrence basis
$2,000,000.00 general aggregate limit

10.1.3 Commercial Automobile Liability
$1,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

10.1.4 Professional Liability (Errors & Omissions)*
$2,000,000.00 per occurrence

10.1.5 Cyber Liability*

$2,000,000.00 per occurrence

10.2 All of CONTRACTOR's policies shall contain an endorsement providing that written notice shall be given to CITY at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage in the policy.

10.3 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, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured".

B. "Severability of Interest" Clause.

The insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
The inclusion of the City and its officers, employees, agents, and volunteers as
additional insureds shall not affect any rights the Contractor has under the policy, nor shall it limit the insurer's ability to deny coverage to any insured based on that insured's own acts or omissions.

10.4 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.

10.5 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.

10.6 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.

10.7 All insurance coverage must be maintained throughout the duration of this Contract.

10.8 Acceptable Proof of Insurance:

10.8.1 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.

10.8.2 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.

10.8.3 *When professional (E&O) liability coverage is provided on a "claims made basis", CONSULTANT 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 CONSULTANT, or its officers, employees, or agents during the time this Agreement was in effect.

10.9 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.

10.10 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 10 will not be impacted and/or limited by such deviation.

11 TERMINATION WITHOUT CAUSE

City reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. CONTRACTOR shall also surrender to CITY all finished or unfinished documents, processes, programs and other supplies and materials, which shall be City's property. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

12 TERMINATION FOR CAUSE

If CITY determines that CONTRACTOR has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, CITY shall give written notice to CONTRACTOR specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for CITY's dissatisfaction and suggest corrective measures. If, after thirty days, CONTRACTOR has failed to implement appropriate corrective measures, CITY may elect to terminate this Contract in whole or in part.

12.1 In the event CITY terminates this Contract, in whole or in part, for cause, CITY may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

12.2 CONTRACTOR shall provide all finished or unfinished documents, data, studies, software, drawings, programs, processes, maps, photographs, reports, etc., prepared by CONTRACTOR within fifteen (15) working days after notice of termination. Upon such termination, CONTRACTOR shall be paid an amount equal to the value of the services provided and work performed as of the date of termination, taking into consideration the costs associated with hiring another CONTRACTOR to complete the services. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses. The above is in addition to any other remedies available by law or equity to CITY.

12.3 If, after notice of termination of the Contract under the provisions of this Section 12, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 11.

13 DISPUTE RESOLUTION

All claims, disputes, and other matters in question between CITY and CONTRACTOR arising out of or relating to this Contract or the breach thereof shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

14 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 Agreement (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 Agreement. 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.

15 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.

16 DELEGATION AND ASSIGNMENT

16.1 CONTRACTOR shall not delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to CONTRACTOR from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

16.2 Any assignment, delegation or subcontract shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CONTRACTOR under this Contract.

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

17.1 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.

18 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.

19 FINANCIAL INTEREST CERTIFICATION

19.1 CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no officer or employee of the CITY has any interest, financially or otherwise, in CONTRACTOR’s firm.

19.2 For breach or violation of this warranty, CITY shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

20 CONFLICT OF INTEREST

20.1 CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONTRACTOR to be “financial interested” (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

20.2 CONTRACTOR shall not employ any City official or employee to perform any work required pursuant to this Contract.

20.3 To the extent required by the City Manager or his designee, CONTRACTOR shall complete and file with the City Clerk a Form 700 Statement of Economic

Interests disclosing any reportable property interests, income, gifts, investments, or business positions.

21 COMPLIANCE WITH LAW

21.1 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.

21.2 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.

21.3 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.

22 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.

23 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.

24 FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (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.

25 NOTICES

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

26 ENTIRE AGREEMENT AND AMENDMENTS

26.1 This Contract is the complete Agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

26.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by CONTRACTOR hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

26.3 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

27 ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret any provisions of this Contract, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

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:

Salvador Mendez
City Manager

JanelleSamson
Aug 19, 2026, 6:42 PM PDT

AMERICAN BUSINESS MACHINES:

Ryan Jones
Aug 20, 2026, 8:27 PM PDT

Ryan Jones
President & CEO

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Hwy, Suite A
Palmdale, CA 93550

ADDRESS FOR NOTICE:
AMERICAN BUSINESS MACHINES
821 18th Street
Bakersfield, CA, 93301

APPROVE AS TO FORM:

Alexandra Severino
City Attorney

ATTEST:

Rochelle Scott
City Clerk

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

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Attached Agreement Checklist and met all requirements

Record of Signing

For	City of Palmdale
Name	Janelle Samson
Title	Deputy City Manager



Signed on Aug 19, 2026 6:42 PM PDT

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DocumentID: 034AARWz4UuCT2D3bqwDgr
SigningID: 034AARWIiV9pxx5A5ibjL8
UTC Signing time: 2026-08-20 01:42:54 UTC
IP Address: 104.173.112.148
Email: jsamson@cityofpalmdaleca.gov

For	American Business Machines
Name	Ryan Jones
Title	President & CEO



Signed on Aug 20, 2026 8:27 PM PDT

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SigningID: 034AmLtvyT6eZUh5GdloVB
UTC Signing time: 2026-08-21 03:27:37 UTC
IP Address: 174.134.161.128
Email: rjones@abm1.com

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SCOPE OF WORK – MANAGED PRINT SERVICES (MPS)

1. Overview of Services

The City of Palmdale is seeking a qualified vendor to provide a turnkey Managed Print Services (MPS) solution that includes fleet optimization, equipment provisioning, consumables management (including paper), Copy Center staffing, maintenance, reporting, and ongoing support.

The solution shall be comprehensive, cost-effective, secure, and aligned with the City's operational and technology standards.

2. Fleet Assessment and Optimization

The Contractor shall:

- Evaluate the City's existing print fleet (based on Appendix "A")
- Recommend right-sizing strategies to improve efficiency and reduce costs
- Identify opportunities to consolidate, upgrade, or relocate devices
- Support a transition toward shared devices and reduced desktop printer usage

3. Equipment Provisioning

The Contractor shall:

- Provide new or like-new multifunction devices (MFDs) and production equipment
- Support both standard office and high-volume production environments
- Ensure compatibility with City network and security standards
- Provide faxing capability (physical, digital, or eFax integration) where required
- Utilize Canon devices as preferred, or approved equivalent solutions

4. Consumables Management (INCLUDING PAPER)

The Contractor shall provide and manage all consumables, including:

- Toner and imaging supplies

- Staples and finishing supplies
- Maintenance kits and replacement parts
- All paper stock (standard and specialty, including Copy Center paper)

The Contractor shall:

- Monitor usage and automatically replenish supplies
- Maintain inventory levels across all City facilities
- Ensure no service interruption due to supply shortages
- Provide monthly consumables usage reports by department

5. Copy Center Staffing and Operations

The Contractor shall provide full-service management of the City's Copy Center, including:

Staffing:

- Qualified personnel during standard business hours (minimum)
- Included qualified backup to cover copy center when required

Operations:

- Intake and processing of print jobs
- High-volume printing, binding, and finishing
- Department coordination and scheduling
- Quality control and turnaround management

Additional Responsibilities:

- Workflow optimization recommendations
- Support for digital transformation (scan-to-workflow, etc.)
- Maintain professional working environment
- Provide reporting on usage, costs, and service levels
- Maintain department paper stock for all MFP's.

6. Print Management Solution

The Contractor shall provide a print management system that includes:

- Secure print release (badge or login)
- Department-level usage tracking
- Cost allocation and chargeback capabilities
- Print policy enforcement (duplex, color controls)
- Environmental impact tracking

Reporting Requirements:

- Provide monthly print volume reports including:
    - Total usage
    - Department breakdown
    - Color vs. black & white usage
    - Trends and recommendations

7. Maintenance and Support

The Contractor shall provide:

- Same-business-day service for production devices
- Next-business-day service for all other devices
- Remote monitoring and proactive maintenance
- All labor, parts, and consumables (including paper)

Update and Security Requirements:

- All critical updates, patches, and firmware must be:
    - Coordinated with City IT
    - Applied within fourteen (14) days of release, unless otherwise approved

8. Training

The Contractor shall provide training at no additional cost:

End Users:

- Within 48 hours of installation
- Hands-on training and documentation

IT Staff:

- Technical system training
- Ongoing training as requested

9. Project Management and Implementation

The Contractor shall assign a dedicated Project Manager responsible for:

- Coordinating all phases of implementation
- Serving as primary point of contact
- Working closely with City IT

Installation Requirements:

- Delivery, setup, and configuration of all equipment
- Removal of packaging and decommissioning of old devices
- Network configuration and testing
- Enable energy-saving and duplex defaults

Continuity Requirement:

- Installation must be fully coordinated to avoid any interruption of service
- Full operational capability must be maintained prior to expiration of the current contract
- Contractor shall provide a transition plan ensuring seamless cutover

10. Desktop Printer Consolidation

The Contractor shall:

- Assess all desktop printers utilizing Appendix “B”
- Recommend consolidation strategy
- Provide managed desktop print solution including:
    - Standardized devices
    - Centralized management
    - Supply automation
    - Security compliance
- Allow justified exceptions (e.g., public safety, confidential workflows)

11. Delivery Requirements

- Deployment schedule coordinated with the City
- Phased rollout acceptable

Relocation Requirement:

- Contractor shall include occasional device moves within City facilities at no additional cost, including:
    - Deinstallation and reinstallation
    - Network reconnection and testing
    - Full operational validation

12. Billing Requirements

The Contractor shall provide:

- Transparent and itemized billing

Billing must include:

- Lease payments
- Detailed consumables usage (toner, paper, etc.)

Billing:

- Separate (lease + consumables), but must be clearly itemized and reconcilable

13. Cost

The Contractor shall provide a comprehensive and fully itemized cost proposal that reflects all services described in this Scope of Work. Pricing shall be structured to ensure transparency, comparability, and long-term cost predictability for the City.

13.1 Cost Proposal Requirements

The Contractor shall submit a detailed pricing proposal that includes, at a minimum:

A. Equipment and Lease Costs
• Monthly lease cost per device (by make/model)
• Term length and financing structure
• Buyout options at end of term (if applicable)
• Any installation or delivery costs (must be clearly identified or included)

B. Cost Per Page (CPP) / Usage-Based Pricing
• Black & White cost per page
• Color cost per page
• Production print rates (if applicable)
• Clearly define what is included in CPP (must include toner, maintenance, parts, and service)

- **C. Consumables (INCLUDING PAPER)**
  Confirmation that all consumables are included in pricing, including:
- Toner and imaging supplies
- Staples and finishing supplies
- Maintenance kits and parts
  All paper stock (standard and specialty, including Copy Center paper)
  • If paper is priced separately, provide detailed per-unit pricing and estimated annual costs
  • Methodology for tracking and billing consumables by department

D. Copy Center Staffing Costs
• Fully burdened hourly or monthly cost for Copy Center staff
• Minimum staffing levels included
• Backup/coverage staffing costs (if applicable)
• Any additional or optional staffing rates

E. Software and Print Management Costs

• Licensing costs for print management software
• Implementation and configuration costs
• Ongoing maintenance/support costs

F. Implementation and Transition Costs

• Project management costs (if separate)
• Installation and deployment costs
• Device removal and disposal costs
• Any one-time onboarding fees

G. Maintenance and Support Costs

• Confirmation that all service, labor, parts, and support are included
• Any exclusions must be clearly identified

H. Optional Services and Pricing

• Pricing for optional services not included in the base proposal
• Pricing for additional devices, moves/adds/changes beyond the included scope

13.2 Pricing Structure Requirements

• Pricing shall be all-inclusive, unless otherwise clearly stated
• The City prefers predictable, fixed monthly costs combined with usage-based pricing where appropriate
• All assumptions used in developing pricing must be clearly documented
• Pricing shall remain firm for the initial contract term

13.3 Volume Estimates and Cost Modeling

• Contractor shall provide a total estimated annual cost based on current volumes (Appendix A & B)
• Include a 5-year total cost of ownership (TCO) projection
• Provide cost scenarios showing:

- Current state vs. proposed optimized state
- **13.4 Billing Transparency**

  All pricing must align with Section 12 (Billing Requirements)
  Contractor shall ensure all costs are:

- Clearly itemized
- Traceable to departments (where applicable) Easy to reconcile with monthly reporting

- **13.5 Price Adjustments**
- • Clearly define any allowable price increases (e.g., CPI-based adjustments)
  • Identify any variables that may impact pricing over time
  • No price increases shall occur without prior written approval from the City

- **13.6 Evaluation Considerations**
- Cost proposals will be evaluated based on:
  • Total cost of ownership (TCO)
  • Transparency and clarity of pricing
  • Inclusion of all required services (including paper and staffing)
  • Cost savings compared to the current environment
  • Flexibility and scalability of pricing model

14. Completion and Acceptance

The project will be considered complete upon formal acceptance by the City's IT representative, confirming:

- All devices are operational
- All services are active
- Copy Center operations are fully functional

MAINTENANCE AGREEMENT

BILL TO:

Invoice #			
Acct #			
Purchase Order #			
Company Name	Canon Financial Services		
Address	158 Gathier Drive, Suite 200		
City	Mt. Laurel		
State	NJ	Zip	08054
Phone	800-220-5823		
Contact	Accounts Payable		

SERVICE ADDRESS:

Date	8/12/2026		
Acct #			
Purchase Order #			
Company	City of Palmdale		
Address	38300 Sierra Highway		
City	Palmdale		
State	CA	Zip	93550
Phone	661-805-8788		
Contact	Ruby Parker		

INCLUSIVE COVERAGE

☐	**PRACTICAL**	*Includes all parts, labor, service calls, mileage, and inspections (Excludes ALL consumables, drums, and toner.)*
☐	**EXTENDED**	*Includes drum, all parts, labor, service calls, mileage, and inspections (Excludes ALL toner, paper and staples.)*
X	**FULL COMP.**	*Includes toner, drum, all parts, labor, service calls, mileage, and inspections (Excludes ALL paper and staples.)*
☐	**NO CONTRACT**	*Charge per call basis on drums, toner, all parts, labor, service calls, and mileage. (Hourly rate @ $85.00)*

COVERED EQUIPMENT

MODEL	SERIAL NUMBER	START METER	CONTRACTED VOLUME	MONTHLY COPY VOLUME	BASE CHARGE	OVERAGE / PER COPY CHARGE
	See Schedule A					
			Black & White	0/CPC		.0059
			Color	0/CPC		.043
	Agreement Start Date:			**TOTAL**		

☐ **TSA INCLUDED*** **Must have attached TSA Agreement*

BILLING CYCLE

☐ **MONTHLY**
☐ **QUARTERLY**
☐ **SEMI-ANNUAL**
☐ **ANNUAL**

This maintenance plan is effective for ☐ 12 months or ☐ 24 months from the agreement start date (install date if applicable) or the contracted volume, whichever occurs first. Base charges are payable in advance with overages billed in arrears. 24 month contract will lock in the service price for 24 month period.

Special Instructions:	Service pricing is fixed for term, and customer is freight free, staples not included in contract.

Customer agrees to purchase and American Business Machines agrees to provide maintenance service for the equipment listed above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement and are signed by the customer and an officer of American Business Machines. The additional terms and conditions of this agreement listed on the reverse side are incorporated in and made part of this agreement. No change, alteration or amendment of these terms and conditions are authorized or effective unless agreed upon in writing by an officer of American Business Machines. No course or dealing or other conduct or custom shall constitute an amendment to the terms hereof nor alter or vary the terms of this agreement.

Accepted by Customer

X _____
CUSTOMER SIGNATURE

_____
PRINTED NAME

_____
TITLE

_____
DATE

Accepted by American Business Machines

X _____
AUTHORIZED SIGNATURE

_____
PRINTED NAME

_____
TITLE

_____
DATE

#REF!

ABM MAINTENANCE AGREEMENT - TERMS & CONDITIONS

1. During the term of this Agreement, and for each unit of Equipment listed on the front of this document, American Business Machines (ABM) will provide, during ABM's normal business hours, without additional charge; labor, emergency service, preventative maintenance service and all replacement parts, except as noted in the terms and conditions of this agreement. This agreement does not cover: installation or de-installation of the equipment, performing electrical work external to the equipment or transportation of the equipment to another location.

2. The maintenance services provided in this Agreement shall not cover, and customer shall pay ABM's then current labor, parts and/or supplies charges for, any service calls, repairs and supplies required as a result of (a) inadequate customer operator involvement or service performed by personnel other than those of ABM, (b) causes other than normal use, customer's willful act, negligence or misuse, accident, transportation, electrical power failure , air conditioning or humidity control, or any other cause external to the equipment, (c) use of supplies (other than paper) or parts other than the supplies or parts supplied by ABM, (d) retrofits or modifications not designated by Canon U.S.A., Inc. as optional. ABM shall not be responsible for delay's in providing service due to strikes, accidents, embargoes, acts of God, or any other event beyond its control.

3. Maintenance calls under this Agreement will be made during normal business hours. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at afterhours rates in effect at the time the call is made.

4. Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustment, repair or replacement of parts described as follows; all parts necessary to the operation of the equipment, with the exception of the parts listed below, and subject to the general scope of coverage, will be repaired or replaced free of charge during a service call included in the maintenance service provided by this Agreement. Exceptions are, but not limited to; Paper Cassettes, Document Feeder Covers and Belts and any other "Cosmetic" parts.

5. Rebuilding or major overhauls are not covered by this Agreement. In addition, when at its sole discretion, ABM determines that a reconditioning is necessary, as a result of expected wear and tear of materials and age factors caused by normal office environment usage, in order to keep the equipment in working condition, ABM will submit to customer an estimate of needed repairs and their cost, which will be in addition to the charge payable under this Agreement. If the customer does not authorize such reconditioning, ABM may discontinue service of the equipment under this Agreement or may refuse to renew this Agreement upon its expiration. Thereafter, ABM will make service available on the time and materials rates in effect at the time of service.

6. Supply inclusive plans will include all supplies, as indicated on the front of this Agreement, necessary for the operation of the equipment based on manufacturer specifications. ABM shall have the option to charge the customer the current retail price for any excessive consumption of supplies used in the equipment.

7. The initial charge for maintenance under this Agreement shall be the amount set forth on the reverse side of this Agreement. At the end of each successive twelve month period, ABM may, at its discretion, increase the cost per copy charge by a maximum of fifteen percent of the charge previously in effect.

8. ABM's obligations and warranties under this Agreement are in lieu of (a) all other warranties , express or implied, including implied warranties of merchantability and fitness for a particular purpose and (b) all other obligations or liabilities for damages, including, but not limited to, personal injury or property damage (unless caused by ABM's negligence) , loss of profit or other consequential damages , arising out of or in connection with this Agreement or the maintenance services performed hereunder.

9. If the customer does not pay all charges for maintenance as provided for under this Agreement , promptly when due: (1) ABM may (a) refuse to service the equipment or (b) furnish service on a C.O.D. per call basis at the then current rate for time and materials and (2) the customer agrees to pay to ABM (a) its cost and expense of collection including reasonable attorney's fees and (b) all charges for service provided before payment of the contract on a per call basis at current rates.

10. This Agreement can be immediately cancelled by ABM upon any breach of the terms and conditions contained herein. Customer may cancel this agreement for non-performance. Customer must forward to ABM, via registered letter to the address listed on the front of this document, the specific problems with the system or other area(s) of non-performance. ABM shall have 30 days to correct the problem. If ABM has not corrected the problem within 30 days, Customer may notify us of your intent to cancel the Agreement in 30 days. Customer termination of an Agreement prior to the expiration of the contract period, for any reason other than listed above, will be billed in accordance with terms in effect on the termination date, subject to the monthly minimum charge through the last day of the termination month and the following early termination charges based on the number of full months remaining to contract expiration. At the expiration of the initial term, this Maintenance Agreement will automatically renew unless customer provides ABM with written notice of customers intent not to renew this Maintenance Agreement at least sixty (60) days prior to the expiration of the then current term.

Full Months Remaining to Contract Expiration	Multiple Times Full Monthly Minimum
24 or more	12
18 - 23	10
12 - 17	9
7 - 11	8
0 - 6	Balance of Agreement

11. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other.

12. This Agreement shall be governed by and construed according to the laws of the State of California. It constitutes the entire agreement between the parties and may not be modified except in writing and signed by duly authorized officers of ABM and the customer.

NETWORK TECHNICAL SERVICE AGREEMENT

BILL TO:

Invoice #	
Acct #	
Company Name	
Address	
City	
State	
Phone #	
Contact	

SERVICE ADDRESS

Date	8/12/2026		
Acct #			
Company Name	City of Palmdale		
Address	38300 Sierra Highway		
City	Palmdale		
State	CA	Zip	93550
Phone #	661-805-8788		
Contact	Ruby Parker		

NETWORK INCLUSIVE COVERAGE

- ☐ **3 HOUR - $255**
- ☐ **6 HOUR - $480**
- ☐ **9 HOUR - $675**
- ☒ **NO CONTRACT**

Service Engineer support includes the following: System and user software updates on ABM installed equipment; troubleshooting printing issues relating to covered installed print devices; software patches used to correct known issues; rip calibration and color adjustments on color print devices; training on driver feature sets. Network issues not related to print devices installed by AMERICAN BUSINESS MACHINES COMPANY, or not listed as covered, are not included under the general scope of this agreement.

COVERED EQUIPMENT

MODEL #	SERIAL #	ID#	CONTROLLER TYPE	TIME BLOCK	BASE CHARGE	MISC.
			Network Printing			
	See Schedule A		Universal Send			

Customer agrees to purchase and AMERICAN BUSINESS MACHINES COMPANY agrees to provide network connectivity service for the equipment listed above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement and are signed by the customer and an officer of AMERICAN BUSINESS MACHINES COMPANY. The additional terms and conditions of this agreement listed on the reverse side are incorporated in and made part of this agreement. No change, alteration or amendment of these terms and conditions are authorized or effective unless agreed upon in writing by an officer of AMERICAN BUSINESS MACHINES COMPANY. No course or dealing or other conduct or custom shall constitute an amendment to the terms hereof nor alter or vary the terms of this agreement.

Accepted by Customer

X_____

CUSTOMER SIGNATURE

_____

PRINTED NAME

_____

TITLE

_____

DATE

Accepted by AMERICAN BUSINESS MACHINES COMPANY

X_____

AUTHORIZED SIGNATURE

_____

PRINTED NAME

_____

TITLE

_____

DATE

#REF!

ABM NETWORK TECHNICAL SERVICE AGREEMENT - TERMS & CONDITIONS

American Business Machines Company (herein referred to as ABM) warrants, to the original purchaser, that the described Technical Service Agreement will include on site and/or telephone assistance for the operation of hardware and/or software sold by ABM (unless otherwise noted on this Agreement).

1. The terms of this Agreement shall be for the amount of time periods stated on this contract. There will be a one hour minimum charge for each on-site service call with fifteen minute intervals thereafter. Telephone minimum charges will be for 15 minutes, with 5 minute intervals thereafter.

2. This limited warranty covers only application assistance. If additional hardware or software is required to effect corrective action, ABM can not be held responsible for providing these items. Additional charges may apply. ABM's liability for failure to remedy application problems will be limited to the actual service provided. Because of the wide variety of software programs available today, ABM cannot be held responsible for any software incompatibilities which may arise. ABM makes no warranty whatsoever on software compatibility.

3. Under no circumstances shall ABM be held liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of revenue, loss of use of time, the time of third parties, including customer's and injury to property. The warranty stated above is the only warranty applicable to this service. All other warranties, express or implied (including all implied warranties of merchantability or fitness for a particular purpose) are hereby disclaimed. No oral information or advice given by ABM, it's agents or employees, shall create a warranty or in any way increase the scope of this warranty, any warranty modification is invalid without written documentation by an ABM officer.

4. During the term of this Agreement, the Customer may reasonably request service during ABM's normal business hours. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at after hours rates in effect at the time the call is made.

5. Any transfer of equipment covered by this Agreement to a customer other than listed below or to a location outside of ABM's normal servicing area automatically excludes such equipment and software from the terms of this Agreement. Transfer of equipment to a different zone within ABM's normal servicing area will result in an adjustment of charges to the applicable rate for the new zone.

6. This Agreement may be terminated provided thirty (30) days advance written notice of termination is given to the other party. Notwithstanding the above, either party may terminate without notice upon occurrence of a material breach of the terms of this Agreement. This Agreement is non-transferable and non-refundable.

7. This Agreement constitutes the entire agreement between the parties with respect to service of the equipment and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No variation or modification of this Agreement, whether by Customer's purchase order or otherwise, and no waiver of any of the Agreement's provisions or conditions shall be binding unless in writing and signed by duly authorized owners, principals or officers of ABM and Customer.

Canon

CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance Address: 14904 Collections Center Dr.
Chicago, Illinois 60693 (800) 220-0200

TOTAL SOLUTION LEASE AGREEMENT

CFS-1015 (11/22)

LESSOR'S AGREEMENT NUMBER:

COMPANY LEGAL NAME	DBA	PHONE
City of Palmdale, California		("Customer") 661-267-5220

BILLING EMAIL ADDRESS	BILLING CONTACT FIRST NAME	BILLING CONTACT LAST NAME	BILLING CONTACT PH #	☐ Checking box or omitting email address defaults to paper invoice. Not checking box defaults to electronic invoice, Billing data needed.
rparker@cityofpalmdale.org	Ruby	Parker	661-267-5220	

BILLING ADDRESS	CITY	COUNTY	STATE	ZIP
38300 Sierra Highway	Palmdale	Los Angeles	CA	93550

EQUIPMENT ADDRESS	CITY	COUNTY	STATE	ZIP
See Schedule A				

Make / Model / Accessory	Serial Number	Monthly Guaranteed Minimum Copies (Black & White)	Monthly Guaranteed Minimum Copies (Color)	Overage Copy Charge * (Black & White)	Overage Copy Charge * (Color)	Initial Meter Reading (Black & White)	Initial Meter Reading (Color)
See Schedule A		0/CPC	0/CPC	.0059	.043		
TOTALS							

Guaranteed Copy Plan: ☐ Individual ☑ Aggregate (Totals only required)
Payment Frequency: ☑ Monthly ☐ Quarterly ☐ Other:
Meter Reading Frequency: ☑ Monthly ☐ Quarterly ☐ Other:
End of Term Purchase Option: ☐ $1.00 ☑ Fair Market Value ☐ Other:

Term: 60 months
Minimum Monthly Rental Payment *: $11,730.14
Service and Supplies Included *: ☑ Supplies ☑ Maintenance
* Plus Applicable Taxes

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED

DEALER: American Business Machines ("Dealer")
By:
Print Name: Ryan Jones
Title: General Manager
Date:

AUTHORIZED CUSTOMER SIGNATURE

By: X _____ Title:
Printed Name: _____ Email address:
If proprietor, Tax ID#: _____ DOB: _____ Date:
By: X _____ Title:
Printed Name: _____ Email address:

ACCEPTANCE CERTIFICATE

To: Dealer Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: _____ Printed Name: _____ Title (if any): _____ Date: _____

TERMS AND CONDITIONS

1. AGREEMENT: Dealer rents to Customer, a _____ organized under the laws of the State of _____, with its chief executive office _____, and Customer rents from Dealer all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment") upon the terms and conditions set forth in this Total Solution Lease Agreement ("Agreement"). This Agreement is entered into between Customer and Dealer, but Dealer intends to assign it to Canon Financial Services, Inc. ("CFS"), with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, and CFS shall succeed to Dealer's rights and benefits hereunder, including ownership of and title to the Equipment, but not the Dealer's obligations hereunder. Prior to such assignment, Dealer shall be "Lessor", after such assignment, CFS shall be "Lessor".

2. TERM OF AGREEMENT: This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes Lessor's form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by Lessor or any later date that Lessor designates ("Agreement Date"), and shall consist of the payment periods specified above, any Interim Period, and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by Lessor, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to Lessor prior to the end of the scheduled term of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term.

3. PAYMENTS: Customer agrees to pay to Lessor, as invoiced, during the term of this Agreement, (a) the payments specified under "Minimum Monthly Rental Payment" and any "Overage Copy Charges" above and (b) such other amounts permitted hereunder as invoiced by Lessor ("Payments"). Customer also agrees to pay to Lessor an interim payment in an amount equal to 1/30th of the monthly amount of the Payment multiplied by the number of days between the Commencement Date and the Agreement Date ("Interim Period") as determined by Lessor. The amount of each Payment and the End of Term Purchase Option ("Purchase Option") price specified above are based on the supplier's best estimate of the cost of the Equipment and any related services and supplies**.** Customer authorizes Lessor to adjust the Payment and Purchase Option herein by up to fifteen percent (15%) if the actual total cost of the Equipment and any related services and supplies, including any sales or use tax, is more or less than originally estimated. Once in each twelve (12) month period following the first anniversary of this Agreement, Dealer has the right to increase both (i) the portion of the Minimum Monthly Rental Payment related to copy charges and (ii) the Overage Copy Charge on each anniversary of the Commencement Date in an amount not to exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by Lessor. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever.

4. APPLICATION OF PAYMENTS; METER READING: All Payments received by Lessor from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge shown on the invoice for each such amount and among amounts having the same date in such order as Lessor, in its discretion, may determine. Customer agrees to advise Dealer of the meter readings for the Equipment upon request.

5. NO LESSOR WARRANTIES: CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS IS A MANUFACTURER, AND CFS IS NOT A DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE

PERSONAL GUARANTY

The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of the Dealer identified above ("Dealer") entering into, and Canon Financial Services, Inc. ("CFS") accepting an assignment of (prior to such assignment, Dealer shall be the "Lessor", and after such assignment, CFS shall be "Lessor"), an agreement (together with any schedules or supplements thereto, "Agreement") with Customer identified above ("Customer") irrevocably and unconditionally, jointly and severally, guarantee to Lessor, and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance of all terms of the Agreement and any other transaction between Customer and Lessor (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty, and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.

If any payment on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.

Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities, or any part thereof and in enforcing this Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

Printed Name: _____ Signature: _____ (no title) Date: _____
Address: _____ Phone: _____
Printed Name: _____ Signature: _____ (no title) Date: _____
Address: _____ Phone: _____

SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, Dealer, or supplier is separate from, and is not a part of this Agreement, and shall be for the benefit of CFS, Customer, and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, Dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, Dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, Dealer, or supplier and shall not include any implied warranties arising solely from Lessor's acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

6. ACCEPTANCE; DELIVERY: Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to Lessor written notice of any non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. Lessor is the owner of the Equipment and has leased the Equipment to Customer under this Agreement. As between Lessor and Customer, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory, or if CFS does not accept assignment of this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

7. LOCATION; LIENS; NAMES; OFFICES: Customer shall not move the Equipment from the location specified herein except with the prior written consent of Lessor. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of Lessor. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The jurisdiction of organization and chief executive office address of Customer are as set forth herein. Customer shall provide Lessor with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or its form of organization (including, without limitation, its jurisdiction of organization), and shall execute and deliver to Lessor such documents as required or appropriate.

8. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes Lessor (and any third party filing service designated by Lessor) to execute and file (a) financing statements evidencing the interest of Lessor in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

9. INDEMNITY: Dealer is responsible for installation of the Equipment. Customer shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

10. MAINTENANCE: The charges established by this Agreement include payments for services and supplies, and Dealer is responsible for providing those services and supplies described in "Service and Supplies Included" above. Service will be performed by Dealer during regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday, except holidays) at no cost to Customer other than as set forth below. Customer shall use reasonable care in handling and operation of the Equipment. Dealer shall have the right to inspect, repair and remove Equipment and/or read the meter at any time during Customer's business hours. Any service work made necessary by Customer's willful act or negligence (including, without limitation, damage to any photoreceptor copier drums ("Copier Drums") and use of supplies other than those distributed by Dealer which cause abnormally frequent service calls or service problems), or any service work Customer may request to be performed outside regular business hours, shall be invoiced in accordance with Dealer's established service policies. Dealer shall have the right to substitute equivalent Equipment at any time during the term of this Agreement. Paper must be purchased separately by Customer. Customer acknowledges that CFS will not be responsible for any service, repairs or maintenance of the Equipment, whether provided for in this Agreement or in any other agreement between Dealer and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under this Agreement without deducting or withholding any amounts.

11. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to Lessor or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, Lessor shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse Lessor, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, Lessor will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse Lessor for the expense of such personal property taxes as invoiced by Lessor and pay Lessor a processing fee not to exceed $50 per year per item of Equipment that is subject to such tax. Customer agrees that Lessor has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO LESSOR A DOCUMENTATION FEE, IN THE AMOUNT OF $85, TO REIMBURSE LESSOR FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

12. INSURANCE: Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall be with companies satisfactory to CFS. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to Lessor. The proceeds of such insurance, at the option of Lessor, shall be applied to (a) replace or repair the Equipment, or (b) pay Lessor the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to Lessor under this Agreement; *plus* (ii) the present value of all remaining Payments for the full term of this Agreement; *plus* (iii) the "Asset Value," which shall be: (A) for an Agreement with a $1.00 Purchase Option, $1.00; (B) for an Agreement with a Fair Market Value Purchase Option or no Purchase Option selected, the Fair Market Value of the Equipment (as defined herein), and (C) for an Agreement with an Other Purchase Option, the respective dollar amount of such Purchase Option indicated on the face of this Agreement; *plus* (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints Lessor as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If within ten (10) days after Lessor's request, Customer fails to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing.

13. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of Lessor, will (a) replace the same with like equipment in a condition acceptable to Lessor and convey clear title to such equipment to Lessor (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay Lessor the Remaining Lease Balance. Upon Lessor's receipt of the Remaining Lease Balance, Lessor shall transfer the applicable Equipment to Customer "AS IS, WHERE IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

14. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to Lessor, whether or not arising under this Agreement, without notice or demand by Lessor; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to Lessor is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

15. REMEDIES: Upon the happening of any one or more Events of Default, Lessor shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with Lessor retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (d) to pursue any other remedy permitted at law or in equity. Lessor (i) may dispose of the Equipment in its then present condition or following such preparation and processing as Lessor deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by Lessor. Failure to exercise any remedy that Lessor may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

16. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to Lessor under this Agreement on or before the due date, Customer shall pay Lessor, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars ($25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for Lessor's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse Lessor for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If Lessor should bring court action, Customer and Lessor agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by Lessor shall be deemed reasonable for purposes of this Agreement.

17. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF LESSOR. Lessor may pledge or transfer this Agreement. Customer agrees that if Lessor transfers this Agreement, the assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Dealer's or CFS' obligations which Dealer or CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against Lessor. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

18. RENEWAL; RETURN: Except in the case of an Agreement containing a $1.00 Purchase Option, this Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to Lessor at least sixty (60) days before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge Customer a return fee equal to the greater of one Payment or $250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to Lessor as provided herein, Customer shall pay to Lessor upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

19. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. To exercise this option, Customer shall give Lessor sixty (60) days' prior irrevocable written notice (unless the Purchase Option is $1.00) that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement *plus* any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments *plus* the Fair Market Value, *plus* any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time Customer notifies Lessor of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, Lessor shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

20. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS or Dealer, if any, is purely incidental to the services performed by CFS and Dealer. Neither CFS nor Dealer nor any of their affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment, and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify Dealer and CFS, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, Dealer and CFS applies, or could be construed to apply to Data.

21. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to Lessor, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

22. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

24. MISCELLANEOUS: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Lessor to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All such notices to Lessor from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that Lessor may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and Lessor and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's and Dealer's signature will be treated as an original for all purposes.

CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

Total Solutions and CPC Rental - Schedule A
CFS-1104 (02/14)
Application # _____
Agreement #:_____

This Total Solutions and Cost Per Copy Rental - Schedule A ("Schedule A") is attached to and made part of the agreement (whether designated a lease, rental, master lease or otherwise, together with any schedules, the "Agreement") between and __ ("City of Palmdale, California") and JONES WALBAUM CORPORATION (DBA:American Business Machines) ("Dealer") It is expressly agreed that this Schedule A is supplemental to the Agreement and that the provisions thereof shall remain in full force and effect and shall apply to this Schedule A as though they were expressly set forth herein.

							Monthly Guranteed Minumum Copies		Overage Copy Charge		Initial Meter Reading	
Equipment Street Address	City	Zip code	Contact / Phone #	Make	Model	Serial Number	(B&W)	(Color)	(B&W)	(Color)	(B&W)	(Color)
1002 E Ave Q-12 - SAVES / Back Office Area	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5150							
38334 10th St East - Playhouse	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5140							
3850 E Ave S - Dry Town Water Park	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C431FZ							
39110 3rd St East - Maintenance Yard / Main Office	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5150							
700 E Palmdale Blvd - Library Upstairs	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C431FZ							
38250 Sierra Hwy - Human Resources	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5150							
827 E Ave Q-9, Suite C - Parks & Rec Office	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5150							
930 Ave Q-9 - Legacy Commons	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C331F							
700 E Palmdale Blvd - Library Downstairs	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5150							
38250 Sierra Hwy - Finance / Purchasing	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C431FZ							
38250 Sierra Hwy - Public Works Admin / Hallway (Room 166)	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5140							
38250 Sierra Hwy - Economic Development Counter	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5140							
38250 Sierra Hwy - Public Works / Project Manager's Area	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5140							
39110 3rd St East, Fleet Building - Maintenance Yard / Fleet Office	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5140							
38300 Sierra Hwy - Admin / City Manager	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5140							
38250 Sierra Hwy - Finance, Upstairs	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5150							
38300 Sierra Hwy - IT	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5140							
38256 Sierra Hwy - Public Safety	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5140							
616 E. Rancho Vista Blvd - Records Center	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5140							
38250 Sierra Hwy - Economic Development / Planning	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5150							
38250 Sierra Hwy - Housing Department	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5150							
38250 Sierra Hwy - Building & Safety	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5150							
38300 Sierra Hwy - City Clerk	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C7165							
38250 Sierra Hwy - Copy Center	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imagePRESS V800							
38250 Sierra Hwy - Copy Center	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imagePRESS V800							
1002 E Ave Q-12 - SAVES / Front Office Area	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C431FZ							
imageFORCE C5140 - City Clerk #2	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5140							
imageFORCE C5140 - City Council / New Office	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5140							
imageFORCE C5140 - Public Safety #2	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5140							
imageFORCE C5140 - New EOC (Emergency Operations Center)	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5140							
imageFORCE C5140 - Engineering Office, Room 103	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5140							
imageFORCE C5140 - Building & Safety	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5140							
imageFORCE C5140 - Maintenance Yard / New Fleet Bldg.	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5140							
imageFORCE C5140 - Maintenance Yard / Traffic Office	Palmdale, CA	93550	Ruby Parker/661-267-5220	Canon	imageFORCE C5140							

In witness whereof, the parties have caused this Schedule A to be executed on the same date set forth on the Agreement.

ACCEPTED	AUTHORIZED CUSTOMER SIGNATURE
JONES WALBAUM CORPORATION (DBA:American Business Machines)	Customer:
By:_____	By: _____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

AMERICAN BUSINESS MACHINES

Canon

EQUIPMENT ORDER FORM

BILL TO:

Invoice #			
Acct #			
Company Name	Canon Financial Services		
Address	158 Gathier Drive, Suite 200		
City	Mt. Laurel		
State	NJ	Zip	08054
Phone	800-220-5823		
Contact	Accounts Payable		

INSTALL:

Date	8/18/2026		
Acct #			
Company	City of Palmdale		
Address	38300 Sierra Highway		
City	Palmdale		
State	CA	Zip	93550
Phone	661-805-8788		
Contact	Ruby Parker		

Type of Agreement (write in one) Purchase Lease Cost Per Image SIP	MONTHS	PURCHASE ORDER #	TERMS	SALES REP	DATE REQUIRED
Lease	60		FMV	Omar	

QUANTITY	PRODUCT CODE	MODEL/SERIAL #	UNIT $/ MO. PMT	TOTAL
		See MA Attachment		

Trade-In Information			Lease Return	ABM ID
Model	Serial #	Meter		

SUB-TOTAL	
DELIVERY	
TAX exempt ☐	
TRADE-IN	
MAINTENANCE	
TOTAL	

INSTALLATION AND ELECTRICAL REQUIREMENTS

Buyer acknowledges that they have been informed of the manufacturers recommended space and electrical requirements for the equipment listed above. Failure to comply with the manufacturer specifications may void any warranties. Customer has been informed that a surge protector is recommended to protect their electronic investment from power disturbances. Said surge protector should have network protection for systems installed in a networked configuration. Customer will be responsible for damage sustained due to inadequate protection from power disturbances.

X_____ _____ _____

X_____ _____ _____

ABM APPROVAL TITLE DATE

This sales agreement is not binding until it is approved and signed by an authorized signer for American Business Machines.

ABM EQUIPMENT ORDER - TERMS & CONDITIONS

1. The terms on this Equipment Order Form constitute the entire agreement between the purchaser and the seller. No other representation, statements, or warranties not contained herein shall be relied upon by the buyer (or seller) unless made by mutually agreed upon written amendment to this agreement. This is a binding order, not subject to cancellation.

2. The Buyer grants to ABM a security interest in the above described goods to secure payment of the purchase price. Buyer authorizes ABM to file a UCC-1 Financing Statement, and authorizes ABM, as Buyer's attorney-in-fact, to execute and file the financing statement. Buyer agrees to pay all of American Business Machines (ABM) costs in the collection of any amount due hereunder in the recovery of any property, pursuant herto or in the enforcement of its right against Buyer,

3. Payment terms are upon receipt of invoice (URI) unless otherwise specified. Late charges of 10% per month on the outstanding balance will be added if payments are not received on or before the invoice due date. The minimum late charge is $15.00. Late charges will not exceed the maximum permitted by law. Buyer agrees to pay seller a returned check charge of $25.00 per occurence if any of buyers checks are returned to seller unpaid. Upon default of any payment or any other aspect of this agreement, seller may, at its option, declare the entire outstanding balance immediately due and payable.

4. Other than the obligations set forth herein, ABM disclaims all warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. ABM shall not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the use or performance of the equipment or the loss of use of the equipment.

5. ABM shall be temporarily relieved of its obligation in the event that labor disturbances, acts of God, unavailability of product, or other circumstances beyond ABM's control prevent ABM from fulfilling the terms of this agreement.

6. No goods may be returned without ABM's approval or prior written consent. a) Only consumable goods invoiced within 60 days will be considered for return. b) On authorized returns, buyer agrees to pay a restocking charge equivalent to 30% of the purchase price. c) Merchandise returned without authorization may not be accepted at the receiving dock, and is the sole responsibility of the buyer d) All non-saleable merchandise (that has been partially used or opened) will be deducted from any credit amount due the buyer.

7. All claims regarding shipments and receipt of goods must be made within 7 days of delivery.

8. Applicable taxes shall be added to the purchase price unless the customer has supplied a tax exemption or resale certificate (prior to shipment) acceptable to the proper taxing authorities.

Maintenance Attachment
City of Palmdale

Model	Location	Serial Number	Start Meter B/W	Start Meter Color	ABM ID
iF C5150 - (SAVES / Back Office Area)	1002 E Ave Q-12 Palmdale, Ca. 93551				
iF C5140 - (Playhouse)	38334 10th St East Palmdale, Ca. 93550				
iF C431FZ - (Dry Town Water Park)	3850 E Ave S Palmdale, Ca. 93550				
iF C5150 - (Maintenance Yard / Main Office)	39110 3rd St East Palmdale, Ca. 93550				
iF C431FZ - (Library Upstairs)	700 E Palmdale Blvd Palmdale, Ca. 93550				
iF C5150 - (Human Resources)	38250 Sierra Hwy Palmdale, Ca. 93550				
iF C5150 - (Parks & Rec Office)	827 E Ave Q-9, Suite C Palmdale, Ca. 93550				
iF C331F - (Legacy Commons)	930 Ave Q-9 Palmdale, Ca. 93550				
iF C5150 - (Library Downstairs)	700 E Palmdale Blvd Palmdale, Ca. 93550				
iF C431FZ - (Finance / Purchasing)	38250 Sierra Hwy Palmdale, Ca. 93550				
iF C5140 - (Public Works Admin / Hallway (Room 166)	38250 Sierra Hwy Palmdale, Ca. 93550				
iF C5140 - (Economic Development Counter)	38250 Sierra Hwy Palmdale, Ca. 93550				
iF C5140 - (Public Works / Project Manager's Area)	38250 Sierra Hwy Palmdale, Ca. 93550				
iF C5140 - (Maintenance Yard / Fleet Office)	39110 3rd St East, Palmdale, Ca. 93550				
iF C5140 - (Admin / City Manager)	38300 Sierra Hwy Palmdale, Ca. 93550				

Maintenance Attachment
City of Palmdale

iF C5150 (Finance, Upstairs)	38250 Sierra Hwy Palmdale, Ca. 93550				
iF C5140 - (IT)	38300 Sierra Hwy Palmdale, Ca. 93550				
iF C5140 - (Public Safety)	38256 Sierra Hwy Palmdale, Ca. 93550				
iF C5140 - (Records Center)	616 E. Rancho Vista Blvd Palmdale, Ca. 93551				
iF C5150 - (Economic Development / Planning)	38250 Sierra Hwy Palmdale, Ca. 93550				
iF C5150 - (Housing Department)	38250 Sierra Hwy Palmdale, Ca. 93550				
iF C5150 - (Building & Safety)	38250 Sierra Hwy Palmdale, Ca. 93550				
iF C7165 - (City Clerk)	38300 Sierra Hwy Palmdale, Ca. 93550				
iP V800 - (Copy Center)	38250 Sierra Hwy Palmdale, Ca. 93550				
iP V800 - (Copy Center)	38250 Sierra Hwy Palmdale, Ca. 93550				
iF C431FZ - (SAVES / Front Office Area)	1002 E Ave Q-12 Palmdale, Ca. 93551				
iF C5140 - (City Clerk #2)	38300 Sierra Hwy Palmdale, Ca. 93550				
iF C5140 - (City Council / New Office)	38300 Sierra Hwy Palmdale, Ca. 93550				
iF C5140 - (Public Safety #2)	38256 Sierra Hwy Palmdale, Ca. 93550				
iF C5140 - (New EOC (Emergency Operations Center)	38256 Sierra Hwy Palmdale, Ca. 93550				

Maintenance Attachment
City of Palmdale

iF C5140 - (Engineering Office, Room 103)	38250 Sierra Hwy Palmdale, Ca. 93550				
iF C5140 - (Building & Safety)	38250 Sierra Hwy Palmdale, Ca. 93550				
iF C5140 - (Maintenance Yard / New Fleet Bldg.)	39110 3rd St East Palmdale, Ca. 93550				
iF C5140 - (Maintenance Yard / Traffic Office)	39110 3rd St East Palmdale, Ca. 93550				

CANON FINANCIAL SERVICES, INC. ("CFS")

14904 Collections Center Dr.
Chicago, Illinois 60693

Municipal Fiscal Funding Addendum

Agreement Number:
Agreement Date:

GOVERNMENTAL ENTITY

Complete Legal Name

City of Palmdale, California ("Customer")

THIS ADDENDUM WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

The Customer warrants that it has funds available to pay the lease payments ("Payments") payable pursuant to the lease agreement (the "Agreement") between Customer and CFS until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the Agreement. The officer of the Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with the Agreement, and thereupon, Customer shall be released of its obligations to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement, (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS. In the event Customer returns the Equipment pursuant to the terms of this Addendum and the Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CFS that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Governmental Entity by the following signatory has been duly taken and remains in full force and effect. CFS may accept a facsimile copy of this Addendum as an original for all purposes.

ACCEPTED	
Canon Financial Services, Inc.	**Customer**
By _____	By _____
Title _____	Printed Name _____
Date _____	Title _____

ABM ID#	Serial number	Current Fleet	Install date	Current Accessories Included	July 2026 Replacement Models	New Fleet Accessories Included	Site Address	Site Locations	60 Mth FMV Price	60 Mth $1 Out Price
15817	2QD08357	iR Adv 4545i III	9/24/2020	Int. Fin, HP, Hi. Cap CFU	imageFORCE C5150	N1-Finisher, D1-Punch, F1-Hi. Cap CFU	1002 E Ave Q-12	SAVES / Back Office Area	$ 317.74	$ 325.28
15820	2KK07988	iR adv C5535i III	9/24/2020	CFU, Booklet, Hole Punch	imageFORCE C5140	AY1-CFU, A1-Punch, R1-Buffer Pass, A2-Booklet	38334 10th St East	Playhouse	$ 320.00	$ 327.66
15811	2XB02321	iR Adv 525iFZ III	9/24/2020	Cassette-AR1	imageFORCE C431FZ	AL1-Cassette, BA1-Cassette	3850 E Ave S	Dry Town Water Park	$ 231.59	$ 234.78
15881	3AP01785	iR Adv DX C5750	9/24/2020	Int. Fin., HP, Hi. Cap CFU	imageFORCE C5150	N1-Finisher, D1-Punch, F1-Hi. Cap CFU	39110 3rd St East	Maintenance Yard / Main Office	$ 317.74	$ 325.28
15812	2XB02567	iR Adv 525iFZ III	9/24/2020	Cassette-AR1	imageFORCE C431FZ	AL1-Cassette, BA1-Cassette	700 E Palmdale Blvd	Library Upstairs	$ 231.59	$ 234.78
15838	3AP01701	iR Adv DX C5750	9/24/2020	Ext. Finisher, HP, Hi. Cap CFU	imageFORCE C5150	F1-HI. Cap CFU, A1-Punch, R1-Buffer Pass, AB3-Finisher	38250 Sierra Hwy	Human Resources	$ 329.42	$ 337.55
15839	3AP01774	iR Adv DX C5750	9/24/2020	Ext. Finisher, CFU, Paper Deck	imageFORCE C5150	AY1-CFU, F2-Paper Deck, R1-Buffer Pass, AB3-Finisher	827 E Ave Q-9, Suite C	Parks & Rec Office	$ 342.52	$ 351.32
15824	2UL01186	iR Adv DX C357iF	9/24/2020	NO ACCESSORIES	imageFORCE C331F	NO ACCESSORIES	930 Ave Q-9	Legacy Commons	$ 204.91	$ 206.75
15798	2QD08328	iR Adv 4545i III	9/24/2020	Int. Fin, HP, Hi. Cap CFU	imageFORCE C5150	N1-Finisher, D1-Punch, F1-Hi. Cap CFU	700 E Palmdale Blvd	Library Downstairs	$ 317.74	$ 325.28
15808	2XB02294	iR Adv 525iFZ III	9/24/2020	2-Cassettes & Stand	imageFORCE C431FZ	AL1-Cassette, BA1-Cassette	38250 Sierra Hwy	Finance / Purchasing	$ 231.59	$ 234.78
15819	2KK07874	iR adv C5535i III	9/24/2020	Int. Fin. CFU, Paper Deck	imageFORCE C5140	N1-Finisher, AY1-CFU, F2-Paper Deck	38250 Sierra Hwy	Public Works Admin / Hallway (Room 166)	$ 308.75	$ 315.84
15823	25V02619	iR Adv 4735i III	9/24/2020	Int. Fin, Single Pass DADF, CFU	imageFORCE C5140	N1-Finisher, AY1-CFU	38250 Sierra Hwy	Economic Development Counter	$ 279.33	$ 284.93
15880	3BN01307	iR Adv DX C5735i	9/24/2020	Int. Fin., Hi. Cap CFU	imageFORCE C5140	N1-Finisher, F1-Hi. Cap CFU	38250 Sierra Hwy	Public Works / Project Manager's Area	$ 284.51	$ 290.38
13510	XUW01040	iR Adv C5535i	9/24/2020	Int. Fin., Hi. Cap CFU	imageFORCE C5140	N1-Finisher, F1-Hi. Cap CFU	39110 3rd St East, Fleet Building	Maintenance Yard / Fleet Office	$ 284.51	$ 290.38
15818	2KK07965	iR adv C5535i III	9/24/2020	Int. Fin., Hi. Cap CFU	imageFORCE C5140	N1-Finisher, F1-Hi. Cap CFU	38300 Sierra Hwy	Admin / City Manager	$ 284.51	$ 290.38
15840	3AP01511	iR Adv DX C5750	9/24/2020	Ext. Finisher, HP, Buffer Pass, Hi. Cap CFU	imageFORCE C5150	F1-HI. Cap CFU, A1-Punch, R1-Buffer Pass, AB3-Finisher	38250 Sierra Hwy	Finance, Upstairs	$ 328.51	$ 336.60
16267	3BB03960	iR Adv C5740i III	1/20/2021	Int. Fin, HP, CFU	imageFORCE C5140	N1-Finisher, D1-Punch, AY1-CFU	38300 Sierra Hwy	IT	$ 289.20	$ 295.30
16270	3BB03951	iR Adv C5740i III	1/20/2021	Int. Fin, HP, CFU	imageFORCE C5140	N1-Finisher, D1-Punch, AY1-CFU	38256 Sierra Hwy	Public Safety	$ 289.20	$ 295.30
16539	25V05681	iR Adv 4735i III	5/19/2021	Int. Fin, Cabinet	imageFORCE C5140	N1-Finisher, AY1-CFU	616 E. Rancho Vista Blvd	Records Center	$ 279.33	$ 284.93
17610	2XW05922	iR Adv DX C5850i	8/31/2022	Int. Fin, HP, CFU, Paper Deck	imageFORCE C5150	N1-Finisher, D1-Punch, AY1-CFU, F2-Paper Deck	38250 Sierra Hwy	Economic Development / Planning	$ 341.98	$ 350.75
17611	2XW06059	iR Adv DX C5850i	8/31/2022	Int. Fin, CFU, Paper Deck	imageFORCE C5150	N1-Finisher, D1-Punch, AY1-CFU, F2-Paper Deck	38250 Sierra Hwy	Housing Department	$ 341.98	$ 350.75
17612	2XW07094	iR Adv DX C5850i	8/31/2022	Int. Fin, HP, CFU, Paper Deck	imageFORCE C5150	N1-Finisher, D1-Punch, AY1-CFU, F2-Paper Deck	38250 Sierra Hwy	Building & Safety	$ 341.98	$ 350.75
17741	4RA00798	imagePRESS C265	11/10/2022	Ext. Finisher, CFU, HP, Paper Deck	imageFORCE C7165	AY1-CFU, F2-Paper Deck, A1-Punch, R1-Buffer Pass, AB3-Finisher	38300 Sierra Hwy	City Clerk	$ 378.96	$ 389.60
15848	698504981	VarioPrint DP	9/24/2020	PRISMA SYNC, BOOKLET, MULTI DRAWER, HP, DADF	imagePRESS V800	PrismaSync, P1-Image Reader, E1-Multi Drawer, AG1-Booklet, BS1-Punch	38250 Sierra Hwy	Copy Center	$ 1,113.02	$ 1,160.75
15907	3EV00765	iPR C910	9/24/2020	PRISMA SYNC, BOOKLET, MULTI DRAWER, HP, DADF	imagePRESS V800	PrismaSync, P1-Image Reader, E1-Multi Drawer, AG1-Booklet, BS1-Punch	38250 Sierra Hwy	Copy Center	$ 1,113.02	$ 1,160.75
15809	2XB02570	iR Adv 525iFZ III	9/24/2020	Cassette-AR1	imageFORCE C431FZ	AL1-Cassette, BA1-Cassette	1002 E Ave Q-12	SAVES / Front Office Area	$ 231.59	$ 234.78
									$ 9,335.22	$ 9,585.63

NET NEW MODELS	NET NEW ADD ON ACCESSORIES	ADDRESS	NET NEW LOCATION / DEPARTMENT	60 Mth FMV Price	60 Mth $1 Out Price
imageFORCE C5140	N1-Finisher, D1-Punch, AY1-CFU	38300 Sierra Hwy	City Clerk #2	$ 289.20	$ 295.30
imageFORCE C5140	N1-Finisher, D1-Punch, AY1-CFU	38300 Sierra Hwy	City Council / New Office	$ 289.20	$ 295.30
imageFORCE C5140	N1-Finisher, D1-Punch, AY1-CFU	38256 Sierra Hwy	Public Safety #2	$ 289.20	$ 295.30
imageFORCE C5140	N1-Finisher, D1-Punch, AY1-CFU, F2-Paper Deck	38256 Sierra Hwy	New EOC (Emergency Operations Center)	$ 341.98	$ 350.75
imageFORCE C5140	N1-Finisher, D1-Punch, F1-Hi. Cap CFU	38250 Sierra Hwy	Engineering Office, Room 103	$ 317.74	$ 325.28
imageFORCE C5140	N1-Finisher, D1-Punch, AY1-CFU	38250 Sierra Hwy	Building & Safety	$ 289.20	$ 295.30
imageFORCE C5140	N1-Finisher, D1-Punch, AY1-CFU	39110 3rd St East, Fleet Building	Maintenance Yard / New Fleet Bldg.	$ 289.20	$ 295.30
imageFORCE C5140	N1-Finisher, D1-Punch, AY1-CFU	39110 3rd St East, Fleet Building	Maintenance Yard / Traffic Office	$ 289.20	$ 295.30

City Council Staff Report

DATE: **SEPTEMBER 1, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
INFORMATION TECHNOLOGY DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE FIRST AMENDMENT TO AGREEMENT WITH PRO-WEST & ASSOCIATES, INC., FOR GEOGRAPHIC INFORMATION SYSTEMS (GIS) PROFESSIONAL SERVICES, FOR A TOTAL NOT TO EXCEED AMOUNT OF $518,820 FOR THE REMAINDER OF THE THREE-YEAR TERM THROUGH JULY 2027**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve First Amendment to Agreement No. A-8901 with Pro-West & Associates, Inc., for GIS professional services, for an additional $218,820, for a total not to exceed amount of $518,820 for the remainder of the three-year term through July 2027; and,

2. Authorize the City Manager or his designee to execute an amendment to Agreement No. A-8901 with Pro-West & Associates, Inc., including minimal and/or non-substantive changes.

BACKGROUND

The City utilizes GIS to support a wide range of municipal operations, including infrastructure management, planning, public safety, parks and recreation, economic development, and public access to information. GIS serves as an enterprise platform for maintaining geographic data, supporting data-driven decision-making, improving operational efficiency, and enhancing service delivery.

The City entered into Agreement No. A-8901 with Pro-West & Associates, Inc. (Pro-West) in July 2024 for specialized GIS professional services. Under the Agreement, Pro-West provides technical expertise and support in areas such as enterprise GIS administration, application development, systems integration, spatial data management, and strategic consulting.

DISCUSSION

The City's use of GIS has continued to expand as departments identify opportunities to use geographic data and mapping technologies to streamline business processes, support operational needs, and improve access to information. As the number and complexity of GIS initiatives have increased, the City requires continued access to specialized professional services to supplement existing resources and support ongoing and emerging projects.

Increasing the agreement amount will provide the City with flexibility to address planned and unforeseen GIS needs without conducting separate procurements for individual projects. This approach supports timely project delivery and promotes continuity and consistency across the City's GIS environment. The additional funding will allow the City to use Pro-West on an as-needed basis for ongoing and emerging GIS projects during the agreement's remaining term.

Services may include enterprise GIS administration and support; application development; GIS database design and maintenance; integration with City systems and applications; spatial analysis and data visualization; development of dashboards and public-facing mapping applications; technical consulting and project management; and knowledge transfer.

FISCAL IMPACT

$218,820; Funds are budgeted and available in FY 2026-27 in the Information Technology Internal Service Fund accounts.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability

A. Seek innovative, cost effective, customer focused methods of service delivery.

Prepared by:	Janelle Samson, Deputy City Manager
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-8901 First Amendment with Pro-West & Associates, Inc.
Agrmt No. A-8901 with PrAssociateso-West & Associates, Inc.

1ST AMENDMENT TO AGREEMENT A- 8901
BETWEEN THE CITY OF PALMDALE AND PRO-WEST & ASSOCIATES

This 1st Amendment to Agreement No. A-8901 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and PRO-WEST & ASSOCIATES (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on July 03, 2024 ("Original Agreement") the CITY and CONTRACTOR entered into an agreement to provide:

Pro-West will provide technical support to the City on a variety of GIS related needs, per the GSA contract # 47QTCA18D00AS

WHEREAS, the parties desire to amend the Original Agreement to:

Increase the total compensation under the Agreement by $218,820, increasing the total not-to-exceed amount from $300,000 to $518,820, and update the CONTRACTOR’s Key Personnel identified in Section 3.1.

NOW THEREFORE, the parties agree as follows:

Section 3.1 (Key Staff) is amended to remove Emily Weber and Haylee Craiglow from CONTRACTOR’s Team and Key Personnel and add Matt O'Neil, Sydney Monge, Steve Long, and Paul Lee to CONTRACTOR’s Team and Key Personnel. All other Key Personnel identified in Section 3.1 shall remain unchanged.

The compensation identified in Section 6 (Price) is amended to:

Original Contract Amount: $300,000
Amendment No. 1 Amount: $218,820
New Not-to-Exceed: $518,820

All other terms and conditions of the Original Agreement not amended herein, remain in full force and effect.

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:

Salvador Mendez
City Manager

JanelleSamson
Aug 24, 2026, 4:34 PM PDT

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Highway, Suite A
Palmdale, CA 93550

APPROVE AS TO FORM:

Alexandra Severino
City Attorney

ATTEST:

Rochelle Scott
City Clerk

PRO-WEST & ASSOCIATES:

Kendis Scharenbroich
CEO

ADDRESS FOR NOTICE:
PRO-WEST & ASSOCIATES
8239 State 371 NW
Walker, MN 56484

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

- ■Certificate(s) and Endorsement(s) attached
- ■Confirmed business name on contract with certificate(s)
- ■Original contract and previous amendment(s) (if any) are attached
- ■Attached Agreement Checklist and met all requirements
- ■Attach Quotes, Solicitation Docs, City's Best Interest, Government Code, etc.

Record of Signing

For City of Palmdale
Name Janelle Samson
Title Deputy City Manager



Signed on Aug 24, 2026 4:34 PM PDT

Secured by Concord™
DocumentID: 034Cxz7iA36sge6faYcTle
SigningID: 034Cxz7VsXCoQgAfe6t8S6
UTC Signing time: 2026-08-24 23:34:24 UTC
IP Address: 45.62.177.244
Email: jsamson@cityofpalmdaleca.gov

concord™
Where agreements happen.

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

AGREEMENT NO. A-8901
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND PRO-WEST & ASSOCIATES

This CONTRACT for services ("Contract" herein) is made and entered into by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and PRO-WEST & ASSOCIATES, a Corporation, (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in this Contract.

NOW THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1 CITY PROJECT MANAGER

To provide the services required by this Contract, CONTRACTOR shall act under the authority and approval of Stuart Thompson Director/designee, who shall oversee this Contract, the work performed by CONTRACTOR, assist CONTRACTOR with any necessary information, audit billings, and approve payments. The CONTRACTOR shall channel all contacts and requests through the City project manager.

2 DESCRIPTION OF WORK

2.1 CONTRACTOR shall provide the following services in a manner satisfactory to CITY:

Pro-West will provide technical support to the City on a variety of GIS related needs, per the GSA contract # 47QTCA18D00AS

2.2 CONTRACTOR shall have no claim for compensation for any services or work, which has not been authorized by CITY's Authorization to Proceed.

2.3 CONTRACTOR shall not accept any change of scope, or change in contract provisions, to this Contract unless issued in writing, as a contract change order or amendment and signed by CITY. Any extensions of time must be mutually agreed upon in writing and executed by both parties.

2.4 CONTRACTOR shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

2.5 All work supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of 90 days from the date of acceptance by

CITY. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

2.6 CITY shall provide to CONTRACTOR, without charge, all data, program information, including reports, records, maps, and other information, now in CITY's possession, which may facilitate the timely performance of the work.

3 CONTRACTOR'S KEY PERSONNEL

3.1 **Key Staff.** CITY reserves the right to review and approve CONTRACTOR'S staff including all subcontractors to be assigned to any project by CONTRACTOR during the term of this Contract.

This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

CONTRACTOR's Team and Key Personnel are as follows:

Kendis Scharenbroich - CEO Contract staff as follows:
- Jennifer Ward
- Paul Rairamo
- Brian Bjelland
- Royal Paddock
- Emily Weber
- Mike Nordquist
- Alex Lange
- Cassie Rott
- Nils Odgren
- Ruth Workman
- Cole Sutton
- Haylee Craiglow
- Nic Stoterau

This Services Contract has been awarded to CONTRACTOR based on its representation that those personnel and subcontractors submitted as part of its bid and listed above will perform the portions of the work listed above.

CONTRACTOR shall not deviate nor substitute any of these team members without prior written approval by CITY.

3.2 **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely

completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

3.3 **Direct Responsibility.** All services required under this Contract shall be performed by CONTRACTOR, or under CONTRACTOR's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

3.3.1 CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Contract, and compliance with all reasonable performance standards established by CITY.

3.3.2 CONTRACTOR shall be responsible for payment of all CONTRACTOR's employees' and subcontractor's wages and benefits and shall comply with all requirements pertaining to the employer's liability, workers' compensation, unemployment insurance, and Social Security.

3.3.3 CONTRACTOR shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from CONTRACTOR's acts or omissions with respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

4 CONTRACT TERM

The term of this Contract is THREE (3) YEARS, commencing on the effective date, with CITY reserving the option to extend the agreement for N/A additional terms of one year each.

5 ACCEPTANCE AND DOCUMENTATION

Each task shall be reviewed and approved by the Contract Project Manager to determine acceptable completion.

5.1 **Records**. The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

5.2 **Property of CITY.** All materials, including reports, computer programs and other deliverables, supplied or created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and

may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

5.3 **Products.** All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

6 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed three hundred thousand dollars ($300000.00) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

Billed monthly as services are used; net 45 days GSA Rates 5-Year Escalation (effective 4/18/23-4/17/28) Please see attachment A, NTE $300,000

6.1 An application for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

6.2 CONTRACTOR shall maintain adequate records and shall permit inspection and audit by CITY of CONTRACTOR's charges under this Contract. CONTRACTOR shall make such records available to CITY during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to CITY and any specified public agencies. Such records shall be maintained by CONTRACTOR for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event CONTRACTOR shall retain its records for the time required by such laws.

6.3 **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

7 TAXES

7.1 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with state and local laws.

7.2 CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation, or liability on behalf of CITY. No person

employed by CONTRACTOR or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

7.3 CONTRACTOR shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

7.4 When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the work, CONTRACTOR shall assist the City in applying for and obtaining such tax credits and exemptions, which shall be paid or credited to the City.

8 PATENT FEES AND ROYALTIES

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, program, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, program, product or device is specified in the contract documents for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. CONTRACTOR shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, program, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

9 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR and any subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter “Indemnified Parties”) for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of CONTRACTOR, or its subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, CONTRACTOR and, as applicable, any subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONTRACTOR shall ensure that the contract of any subcontractor working under this agreement contain an indemnity agreement, requiring the subcontractor to indemnify and defend the

Indemnified Parties pursuant the terms set forth above. CONTRACTOR shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

10 INSURANCE

10.1 CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed “A” or better in the Best’s Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 10.8, must be reviewed and accepted by the City Attorney**.

10.1.1 Workers’ Compensation and Employer’s Liability

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

10.1.2 Commercial General Liability

- $1,000,000.00 limit on a per occurrence basis
- $2,000,000.00 general aggregate limit

10.1.3 Commercial Automobile Liability

- $1,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

10.1.2 Professional Liability (Errors & Omissions)/Cyber Liability*

- $2,000,000.00 limit on a per occurrence basis

10.2 All of CONTRACTOR’s policies shall contain an endorsement providing that written notice shall be given to CITY at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage in the policy.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 All insurance coverage must be maintained throughout the duration of this Contract.

10.8 Acceptable Proof of Insurance:

10.8.1 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.

10.8.2 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.

10.8.3 *When professional liability/cyber liability is provided on a "claims made basis", CONTRACTOR will continue to renew the insurance for a period of five (5) years after this Contract 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 Contract, and will cover CONTRACTOR, or its officers, employees or agents during the time this Contract was in effect.

10.9 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.

10.10 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 10 will not be impacted and/or limited by such deviation.

11 TERMINATION WITHOUT CAUSE

City reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. CONTRACTOR shall also surrender to CITY all finished or unfinished documents, processes, programs and other supplies and materials, which shall be City's property. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

12 TERMINATION FOR CAUSE

If CITY determines that CONTRACTOR has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, CITY shall give written notice to CONTRACTOR specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for CITY's dissatisfaction and suggest corrective measures. If, after thirty days, CONTRACTOR has failed to implement appropriate corrective measures, CITY may elect to terminate this Contract in whole or in part.

12.1 In the event CITY terminates this Contract, in whole or in part, for cause, CITY may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

12.2 CONTRACTOR shall provide all finished or unfinished documents, data, studies, software, drawings, programs, processes, maps, photographs, reports, etc., prepared by CONTRACTOR within fifteen (15) working days after notice of termination. Upon such termination, CONTRACTOR shall be paid an amount equal to the value of the services provided and work performed as of the date of termination, taking into consideration the costs associated with hiring another CONTRACTOR to

complete the services. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses. The above is in addition to any other remedies available by law or equity to CITY.

12.3 If, after notice of termination of the Contract under the provisions of this Section 12, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 11.

13 DISPUTE RESOLUTION

All claims, disputes, and other matters in question between CITY and CONTRACTOR arising out of or relating to this Contract or the breach thereof shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

14 OWNERSHIP OF PRODUCT

All product, data, documents, programs and software including, but not limited to, research, field notes, investigations, analysis, studies, processes, software, instructions for use and other manuals, whether complete or incomplete, which are prepared or produced in the performance of this Contract are to be, and remain the property of CITY and shall be delivered to or left with CITY upon the completion or termination of this Agreement. CONTRACTOR shall furnish CITY, upon its request, originals and reproducible and electronic copies of product, data reports, studies and of all other documents listed above. Electronic copies shall be provided in an unprotected format which allows CITY to copy, reproduce and makes changes as CITY deems necessary.

15 DELEGATION AND ASSIGNMENT

15.1 CONTRACTOR shall not delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to CONTRACTOR from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

15.2 Any assignment, delegation or subcontract shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CONTRACTOR under this Contract.

16 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

16.1 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.

16.2 The provisions of subsection 16.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

17 FINANCIAL INTEREST CERTIFICATION

17.1 CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no officer or employee of the CITY has any interest, financially or otherwise, in CONTRACTOR's firm.

17.2 For breach or violation of this warranty, CITY shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

18 CONFLICT OF INTEREST

18.1 CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONTRACTOR to be "financial interested" (as

provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

18.2 CONTRACTOR shall not employ any City official or employee to perform any work required pursuant to this Contract.

18.3 To the extent required by the City Manager or his designee, CONTRACTOR shall complete and file with the City Clerk a Form 700 Statement of Economic Interests disclosing any reportable property interests, income, gifts, investments, or business positions.

19 COMPLIANCE WITH LAW

19.1 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.

19.2 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.

19.3 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.

20 NOTICES

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

21 ENTIRE AGREEMENT AND AMENDMENTS

21.1 This Contract is the complete Agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

21.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by CONTRACTOR hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

21.3 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

22 ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret any provisions of this Contract, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

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:

Ronda Perez
Signed: 7/1/2024

Ronda Perez
City Manager

JS
Signed: 6/10/2024

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

PRO-WEST & ASSOCIATES:

Kendis Scharenbroich
Signed: 6/10/2024

Kendis Scarenbroich
CEO

ADDRESS FOR NOTICE:
PRO-WEST & ASSOCIATES
8239 State 371 NW
Walker, MN 56484

APPROVE AS TO FORM:

William Patrick Curley III
Signed: 6/10/2024

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
Signed: 7/3/2024

Roxanne Faber
City Clerk

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

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title



Signed on 2024-06-10 20:56:48 GMT

Secured by Concord™
DocumentID: 02wo4C82PzmxbGlaSmPext
SigningID: 02wo4C82Jx4fIQIQ0P0BTD
Signing date: 6/10/2024
IP Address: 206.171.111.149
Email: jsamson@cityofpalmdale.org

For
Name
Title



Signed on 2024-06-10 21:11:21 GMT

Secured by Concord™
DocumentID: 02wo4C82PzmxbGlaSmPext
SigningID: 02wo4YG6ZwmYyEimy9XDd3
Signing date: 6/10/2024
IP Address: 68.235.82.11
Email: kscharen@prowestgis.com

For
Name
Title



Signed on 2024-06-10 21:45:36 GMT

Secured by Concord™
DocumentID: 02wo4C82PzmxbGlaSmPext
SigningID: 02wo5ONFYfIgxbvAmLFP1c
Signing date: 6/10/2024
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

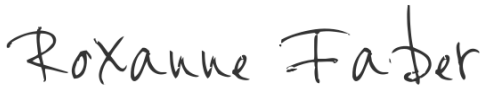
For
Name
Title



Signed on 2024-07-01 23:03:34 GMT

Secured by Concord™
DocumentID: 02wo4C82PzmxbGlaSmPext
SigningID: 02x05QRIInSmHIrqbmNJL0
Signing date: 7/1/2024
IP Address: 206.171.111.149
Email: rperez@cityofpalmdale.org

For
Name
Title



Signed on 2024-07-03 21:38:30 GMT

Secured by Concord™
DocumentID: 02wo4C82PzmxbGlaSmPext
SigningID: 02x1C13llDZlLVld5QQZuK
Signing date: 7/3/2024
IP Address: 76.50.72.47
Email: rfaber@cityofpalmdale.org

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Signed with www.concordnow.com

ATTACHMENT A

FEE SCHEDULE

5-Year Escalation					
Labor Category	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Principal (On-site)	$163.47	$168.70	$174.10	$179.67	$185.42
Principal (Off-site)	$163.47	$168.70	$174.10	$179.67	$185.42
Applications Developer 4 (On-site)	$156.20	$161.20	$166.36	$171.68	$177.17
Applications Developer 4 (Off-site)	$156.20	$161.20	$166.36	$171.68	$177.17
Applications Developer 3 (On-site)	$138.05	$142.46	$147.01	$151.72	$156.57
Applications Developer 3 (Off-site)	$138.05	$142.46	$147.01	$151.72	$156.57
Applications Developer 2 (On-site)	$127.14	$131.21	$135.42	$139.75	$144.42
Applications Developer 2 (Off-site)	$127.14	$131.21	$135.42	$139.75	$144.42
CAD/GIS Technician 3 (On-site)	$87.18	$89.97	$92.86	$95.83	$98.89
CAD/GIS Technician 3 (Off-site)	$87.18	$89.97	$92.86	$95.83	$98.89
CAD/GIS Technician 2 (On-site)	$72.65	$74.98	$77.38	$79.86	$82.42
CAD/GIS Technician 2 (Off-site)	$72.65	$74.98	$77.38	$79.86	$82.42
CAD/GIS Technician 1 (On-site)	$63.57	$65.60	$67.70	$69.86	$72.10
CAD/GIS Technician 1 (Off-site)	$63.57	$65.60	$67.70	$69.86	$72.10
Project Manager 3 (On-site)	$152.56	$157.45	$162.49	$167.69	$173.06
Project Manager 3 (Off-site)	$152.56	$157.45	$162.49	$167.69	$173.06
Project Manager 1 (On-site)	$116.24	$119.96	$123.80	$127.76	$131.85
Project Manager 1 (Off-site)	$116.24	$119.96	$123.80	$127.76	$131.85
Specialist 2 (On-site)	$116.24	$119.96	$123.80	$127.76	$131.85
Specialist 2 (Off-site)	$116.24	$119.96	$123.80	$127.76	$131.85
Solutions Engineer (On-site)	$116.24	$119.96	$123.80	$127.76	$131.85
Solutions Engineer (Off-site)	$116.24	$119.96	$123.80	$127.76	$131.85

After-hours rates (before 7 am CST and after 7 pm CST, Saturdays and Sundays) will be charged 2x the established GSA rate at the time of service.

City Council Staff Report

DATE: **SEPTEMBER 1, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT ECONOMIC DEVELOPMENT DIVISION**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2026-053, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PAMDALE ESTABLISHING THE COMMERCIAL FAÇADE AND AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY IMPROVEMENT PROGRAM AND ADOPTING PROGRAM GUIDELINES**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2026-053 establishing the Commercial Façade and ADA Accessibility Improvement Program and adopting Program Guidelines;

2. Authorize the City Manager, or his designee, to administer the Commercial Façade and ADA Accessibility Improvement Program consistent with the adopted Guidelines;

3. Authorize the City Manager, or his designee, to approve individual grant awards and execute grant agreements and related documents consistent with the adopted Program Guidelines and available appropriations; and,

4. Authorize the City Manager, or his designee, to make minor revisions to the Program Guidelines as necessary to improve program administration, maintain legal compliance, and implement the Program.

BACKGROUND

Maintaining attractive and accessible commercial corridors is an important component of economic development and community revitalization. Attractive storefronts enhance customer experience, encourage business investment, support property values, and contribute to the City's overall image.

Many commercial properties throughout Palmdale contain aging storefronts, deferred exterior maintenance, or accessibility improvements that can create barriers for customers and reduce the competitiveness of local businesses. While many property owners are willing to invest in their properties, the cost of exterior improvements can delay or prevent projects from moving forward.

The proposed Commercial Façade and ADA Accessibility Improvement Program provides a financial incentive to encourage property owners and business operators to undertake visible improvements that benefit both individual businesses and the community as a whole.

DISCUSSION

The Program provides grants of up to $25,000 for eligible façade and ADA accessibility improvements. By sharing project costs, the Program is intended to leverage private investment, improve commercial corridors, and encourage improvements that might otherwise be delayed. The program will prioritize funding based on the project's impact on the community. Grant awards are discretionary and subject to available appropriations. Adoption of the Guidelines does not create an entitlement to funding or obligate the City to make grant awards.

Priorities include:

- Architectural Character: Restoration of façades, unique brick-and-mortar detailing, and cohesive color schemes that enhance the corridor's visual appeal.
- Pedestrian Engagement: Installation of high-quality awnings, pedestrian-scale lighting, and large, transparent display windows.
- Modernization & Accessibility: Projects that directly address ADA compliance, structural code repairs, and sustainable building materials.

Eligible improvements include façade rehabilitation, storefront improvements, signage, lighting, landscaping, accessibility improvements, and other permanent exterior improvements identified in the Program Guidelines. Applications will be accepted quarterly and evaluated according to the competitive criteria established in the Program Guidelines.

FISCAL IMPACT

$100,000; Funds are budgeted in FY 2026-27 utilizing Measure AV budget appropriated for commercial beautification, revitalization, and accessibility improvements consistent with the Measure AV Expenditure Plan and applicable City policies. Additional funding sources may be utilized in the future, including other local, state, or federal funding sources, as they become available. Because grant awards are discretionary and subject

to available appropriations, adoption of the Guidelines does not create an entitlement to funding or obligate the City to make grant awards.

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:	Megan Taggart, Director of Economic & Community Development
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

Reso No. CC 2026-053
Program Guidelines Commercial Façade and ADA Accessibility Improvement

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2026-053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ESTABLISHING THE COMMERCIAL FAÇADE AND ADA ACCESSIBILITY IMPROVEMENT PROGRAM AND ADOPTING THE COMMERCIAL FAÇADE AND ADA ACCESSIBILITY IMPROVEMENT PROGRAM GUIDELINES

WHEREAS, the City Council finds that attractive, accessible, and well-maintained commercial properties contribute to economic vitality, business retention, investment, community pride, and the overall quality of life within the City of Palmdale; and

WHEREAS, the City Council desires to encourage reinvestment in existing commercial properties by providing financial assistance for eligible façade improvements and accessibility improvements that enhance the appearance, functionality, and accessibility of commercial properties throughout the City; and

WHEREAS, the Commercial Façade and ADA Accessibility Improvement Program ("Program") is intended to encourage private investment in commercial properties through a competitive grant program; and

WHEREAS, the City Council finds that adoption of this Resolution is in the public interest and will promote commercial revitalization, economic development, accessibility, and private investment throughout the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALMDALE;

SECTION 1. The City Council hereby establishes the Commercial Façade and ADA Accessibility Improvement Program for the purpose of encouraging private investment in commercial properties through grants for eligible façade improvements and accessibility improvements.

SECTION 2. The City Council hereby adopts the Commercial Façade and ADA Accessibility Improvement Program Guidelines, attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The City Manager, or his designee, is authorized to administer the Program in accordance with the adopted Program Guidelines and applicable law.

SECTION 4. Subject to available appropriations and the adopted Program Guidelines, the City Manager, or his designee, is authorized to administer the Program, approve or deny grant applications, execute grant agreements and related documents, authorize grant disbursements, and take all actions necessary to implement the Program.

SECTION 5. The City Manager, or his designee, may make non-substantive administrative revisions to the Program Guidelines that improve administration, maintain legal compliance, or clarify procedures, provided such revisions do not materially alter the Program.

SECTION 6. Implementation of the Program shall be subject to available appropriations approved by the City Council. Nothing in this Resolution obligates the City to award grants or appropriate future funding.

SECTION 7. If any section, subsection, sentence, clause, or phrase of this Resolution is held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 8. This Resolution shall become effective immediately upon adoption.

SECTION 9. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 1st day of September, 2026.

_____
Eric Ohlsen, Mayor

APPROVED AS TO FORM:

_____
Alexandra Severino
City Attorney

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 1st day of September, 2026 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk



Commercial Facade & ADA Accessibility *Improvement Program*

PALMDALE

Economic & Community Development

CITY OF PALMDALE

Commercial Façade and ADA Accessibility Improvement Program Guidelines

1. Program Overview

The City of Palmdale's Commercial Façade and ADA Accessibility Improvement Program ("Program") supports visible commercial property improvements that enhance storefront appearance, improve accessibility, encourage private investment, and strengthen commercial corridors throughout the City. Funding is subject to annual appropriations, available funding sources, and City approval. The Program is intended to stimulate private investment, improve the appearance and accessibility of commercial properties, support business retention and attraction, and strengthen Palmdale's commercial corridors.

The grant Program will provide an economic incentive to:

- Promote storefront rehabilitation along highly visible commercial corridors.
- Encourage private investment in commercial properties that improve design and build character.
- Support small business retention and expansion
- Improve accessibility and code compliance

Program Feature Summary (Table 1)

Program Feature	Description
Grant Amount	Up to $25,000
Match Required	Optional. Projects demonstrating meaningful private investment may receive additional consideration during scoring
Funding Type	Grant
Payment Structure	Generally, reimbursement-based. Up to 50% advance payment may be approved upon satisfaction of Program requirements.
Application Cycle	Quarterly (subject to funding availability)
Eligible Areas	Commercially zoned and mixed-use areas within the City of Palmdale

Note: For purposes of this Program, “meaningful private investment” means a substantial financial contribution by the applicant toward the approved project that demonstrates a significant financial commitment by the applicant toward the approved project. In evaluating meaningful private investment, the City may consider the applicant’s financial contribution relative to the total project cost, the permanence of the proposed improvements, and the anticipated long-term public benefit. The City reserves the right to determine whether an applicant’s private investment satisfies this criterion.

2. Eligible Applicants

The following parties may apply for grant funding:

- Commercial property owners located within the City of Palmdale;
- Commercial tenants operating a business within the City of Palmdale with a valid City business license.

Tenant applicants must provide proof of authorization from the property owner as part of the application.

3. Eligibility Requirements

The Program is open to eligible commercial businesses and commercial property owners throughout the City. Priority may be given to projects that activate storefronts, improve highly visible commercial corridors, enhance customer experience, increase accessibility, or stimulate additional private investment. Applicants must be in good standing with the City, including compliance with applicable licensing, zoning, building, fire, safety, and tax requirements.

To qualify for funding, applicants must also:

- Hold a business license;
- Be located within commercially zoned or mixed-use areas;
- Have no code violations or liens.

4. Project Impact Priorities

The program will prioritize funding based on the project's impact on the community. Priorities include:

- Architectural Character: Restoration of facades, unique brick-and-mortar detailing, and cohesive color schemes that enhance the corridor's visual appeal.
- Pedestrian Engagement: Installation of high-quality awnings, pedestrian-scale lighting, and large, transparent display windows.
- Modernization & Accessibility: Projects that directly address ADA compliance, structural code repairs, and sustainable building materials.

The City reserves the right to determine final eligibility in a manner consistent with Program goals.

5. Eligible Uses of Funds

Grant awards will be capped at $25,000. Eligible Improvements include:

- Building façade improvements
- Storefront windows and doors
- Awnings and canopies
- Exterior paint and finish improvements
- Permanent signage
- Lighting
- Landscaping visible from the public right-of-way
- Decorative fencing visible from the public right-of-way.
- Code compliance improvements tied to the approved scope
- Accessibility (ADA) improvements directly related to public access, including exterior access improvements and limited interior accessibility improvements that are required to provide public access to the business or to comply with applicable accessibility requirements required for code compliance or public accommodation access.

Ineligible Uses

- Routine maintenance
- Inventory or merchandise
- Rent or lease payments
- Payroll or staffing costs
- Property acquisition, debt service/refinancing, or conversion of building use
- General interior remodeling not directly tied to ADA accessibility compliance or approved code-related improvements
- Movable furniture
- Decorative items not permanently installed
- Work started prior to grant approval, unless expressly authorized
- Unpermitted work
- HVAC repair/improvements
- Plumbing repairs/improvements, unless required for ADA compliance
- Security cameras

Grant funds are intended to support new improvements and may not reimburse completed work or previously obligated expenses unless expressly approved by the City.

6. Application Process

Applications shall be submitted in the form prescribed by the City and must include the following at the time of application:

- Business and property information
- Description of proposed project
- Cost estimates, bids, or quotes
- Ownership documentation or lease
- Landlord consent, if the tenant is an applicant
- Timeline for completion
- Photos of existing conditions

7. Selection Criteria

Applications will be evaluated quarterly on a 100-point scale, with funding awarded to top-scoring applications, based on funding availability. The City may prioritize projects that:

- Revitalize major commercial corridors;
- Eliminate long-standing blight;
- Increase ADA accessibility;
- Support occupancy of vacant commercial space; or
- Leverage significant private investment.

The applicant's eligibility determination is not a commitment of funds. Funds will only be committed upon the full execution of a grant agreement (see Notification of Award of Grant; Grant Agreement below). The Program is competitive and funding is limited. Submission of an application does not guarantee an award.

Table 2 below provides a summary of each scoring category.

Scoring Categories and Maximum Points (Table 2)

Category	Points Possible
Visible Impact: Degree to which the project improves storefront appearance, visibility, and customer appeal.	30
Need: Current condition of the property and the extent to which proposed improvements address visible deficiencies, accessibility, or deferred maintenance.	30
Feasibility: Likelihood the project can be successfully completed within budget and timeline.	15
Readiness:	15

Completeness of application and preparedness to begin the project.	
Timeline: Ability to begin and complete the project promptly.	10
Total	**100**

8. Grant Approval and Disbursement

Awards are contingent upon available funding, applicant eligibility, and execution of a grant agreement. The City may approve full, partial, or conditional awards. If awarded, applicants may be required to submit additional documentation prior to execution of the Grant Agreement.

Grant agreements will specify:

- Approved scope of work
- Maximum award amount
- Completion deadlines
- Payment schedule
- Reporting requirements
- Compliance obligations

Disbursement Structure

The City may modify disbursement schedules as appropriate; unless otherwise approved by the City, it will proceed as follows:

- Up to fifty percent (50%) of the grant award may be disbursed following execution of the Grant Agreement and issuance of a Notice to Proceed, provided the applicant has submitted:
    - executed construction contract(s);
    - required building permits;
    - proof of contractor licensing and insurance;
    - any performance security required by the City; and
    - any additional documentation requested by the City.

- Remaining balance upon project completion, verification, and required documentation.

Prior to final payment, the City may require conditional or unconditional lien releases, proof of payment to contractors and suppliers, and other documentation reasonably necessary to protect the City's financial interests.

Participation in this Program is a discretionary governmental benefit. Nothing contained in these Guidelines shall be construed to create a contractual right or entitlement to receive grant funding.

8A. Administrative Appeal

An applicant whose application is determined to be ineligible or denied funding may submit a written appeal to the Director of Economic and Community Development within fifteen (15) calendar days following the City's written notice of the determination.

The appeal shall identify the specific basis for the appeal and include any supporting documentation the applicant wishes the City to consider.

The Director, or the Director's designee who did not participate in the original determination, shall review the appeal and issue a written decision. The Director's decision shall constitute the City's final administrative determination.

9. Post-Award Requirements

After conditional approval, the applicant will be required to submit the following items:

- W-9 or EIN
- Relevant permits and/or approvals for proposed work - permits are not required at the time of application, but must be obtained prior to construction.
- Final contractor selection
- Contractor license number

10. Construction and Compliance

Participants are solely responsible for obtaining all permits, approvals, inspections, and licensed contractors required by law. Work completed without required approvals may be deemed ineligible for grant funding and subject to repayment.

Projects must:

- Begin within 120 days of award, unless extended as described in the grant agreement
- Be completed within the estimated timeline established in the scope of work unless extended in the grant agreement.
- Conform to approved plans and applicable codes

Changes to the project scope must receive prior written approval and may require amendments to the grant agreement.

CEQA Compliance

Grant awards are subject to compliance with the California Environmental Quality Act (CEQA), where applicable. The City will determine the appropriate level of environmental review, including whether the project qualifies for a statutory or categorical exemption. Applicants shall cooperate with the City and provide any information reasonably necessary to complete environmental review prior to commencement of construction or disbursement of grant funds.

ADA Compliance Disclaimer

Applicants are solely responsible for ensuring that all project improvements comply with applicable federal, state, and local accessibility laws, including the Americans with Disabilities Act (ADA) and California accessibility requirements. Any required accessibility evaluations, Certified Access Specialist (CASp) reviews, architectural or engineering services, and related professional advice shall be obtained at the applicant's sole expense.

City review, approval, funding, inspections, or reimbursement under this Program do not constitute a determination, certification, or representation that the project complies with ADA or other accessibility laws. The City assumes no responsibility or liability for the design, construction, or legal sufficiency of accessibility improvements.

The City neither selects, recommends, supervises, nor warrants any contractor, designer, architect, engineer, or other professional retained by an applicant. The City assumes no responsibility or liability for contractor performance, workmanship, construction defects, project delays, contractual disputes, or any costs incurred by the applicant.

11. Monitoring, Reporting, and Closeout

The City may conduct site visits before, during, and after construction.

Participants may be required to provide:

- Progress updates
- Photos of work in progress or finished work
- Invoices or proof of expenditure
- Completion certification
- Other reasonable documentation

Final payment may be withheld pending satisfactory closeout.

Recipients may be required to authorize use of before-and-after project photos for City reporting and promotional purposes.

12. Repayment / Clawback

If a Participant misrepresents eligibility, fails to complete approved improvements, removes or substantially alters grant-funded permanent improvements within three years without prior City approval, the City may require partial or full repayment of grant funds. The City may pursue any remedies available by law or contract.

13. Program Administration

The City's Economic and Community Development Department will administer the Program. The Director of Economic and Community Development, or their designee, will serve as the Program Manager and coordinate with other City staff and consultants supporting the Program. Staff will review the applications and determine each applicant's eligibility in accordance with the Program Guidelines. An outside contractor or consultant may be used to assist with outreach, intake, eligibility review, grant administration, inspections, and compliance monitoring.

14. Source of Funds

The Program is funded through Measure AV revenues appropriated by the City Council for commercial beautification, revitalization, and accessibility improvements consistent with the Measure AV Expenditure Plan and applicable provisions of the Palmdale Municipal Code.

The City Council may authorize additional local funding sources in the future. Any such funding shall remain subject to applicable laws, City policies, and these Program Guidelines.

15. Reservation of Rights

The City reserves the right to:

Program Administration

- Interpret program requirements;
- Request additional information;
- Require additional documentation before approving or disbursing grant funds;
- Waive minor irregularities or deficiencies in an application.

Funding Decisions

- Modify funding amounts;
- Reject any or all applications;
- Decline to award all available funding if the City determines that doing so best serves the public interest.

Program Management

- Amend these Guidelines to improve Program administration or better achieve Program objectives;
- Suspend or terminate the Program.

City Council Staff Report

DATE: **SEPTEMBER 1, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT HOUSING DIVISION**

DISTRICT: **1**

SUBJECT: **APPROVE SECOND AMENDMENT TO AGREEMENT WITH ADVANCING COMMUNITIES TOGETHER (ACT) TO ALLOCATE $333,141.25, FOR DEVELOPMENT OF 20 UNITS OF CRISIS INTERIM HOUSING FOR THE DREAM VILLAGE PROJECT LOCATED AT 38626 9TH STREET EAST**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Second Amendment to Agreement No. A-8464 with ACT to allocate an additional $333,141.25, for development of 20 units of crisis interim housing for the Dream Village project located at 38626 9th Street East; and,

2. Authorize the City Manager or his designee to execute the Second Amendment to Agreement No. A-8464, and take all necessary actions to implement the approved actions, including minimal and/or non-substantial changes.

BACKGROUND

On July 14, 2020, the City Council approved the five-year plan (Plan) for the State of California Department of Housing and Community Development's (HCD) Permanent Local Housing Allocation (PLHA) Program. The Plan identifies eligible activities to address local housing needs, including programs and services for individuals and families experiencing or at risk of homelessness.

PLHA funding is generated through the Building Homes and Jobs Act (Senate Bill 2), which established a $75 recording fee on certain real estate documents. Revenue generated through this fee provides an ongoing source of funding to local governments to support eligible housing-related activities and increase the supply and availability of affordable housing throughout California.

DISCUSSION

ACT is in the final stages of developing the Dream Village, a 20-unit crisis interim housing program located at 38626 9th Street East. The program is proposed to operate for a ten-year term and will provide safe, supportive interim housing for up to 20 adults experiencing homelessness.

In addition to interim housing, the Dream Village project will provide participants with comprehensive supportive services designed to promote housing stability and self-sufficiency. Services will include community engagement, housing navigation, case management, family reunification, health and wellness services, and workforce development programs. Through these services, ACT seeks to provide participants with a supportive and transformative environment that builds upon their individual strengths and resiliency, connects them with community resources, and assists them in achieving their goals toward long-term stability and permanent housing.

To date, ACT has completed significant site improvements necessary to support the project's development. Completed work includes site grading and retaining walls, as well as engineering services associated with the design of the sewer and utility infrastructure. Electrical and water connections have been planned for each interim housing unit, and sewer lines have been installed to accommodate the 20-unit community. Completion of the project is estimated for March 2027. These improvements represent substantial progress toward completion of the project and the anticipated delivery of crisis interim housing and supportive services for individuals experiencing homelessness in the City of Palmdale.

FISCAL IMPACT

$333,141.25; Funds are budgeted and available in FY 2026-27 using Permanent Local Housing Allocation (PLHA) funds.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability and to plan and maintain safe and attractive neighborhoods, streets and facilities.

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

Prepared by:	Megan Taggart, Director of Economic & Community Development
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-8464 Second Amendment with ACT
Agrmt No. A-8464 First Amendment with ACT
Agrmt No. A-8464 with ACT

SECOND AMENDMENT TO AGREEMENT NO. A-8464
BETWEEN THE CITY OF PALMDALE AND ADVANCING COMMUNITIES TOGETHER

This Second Amendment to Agreement NO. A-8464 ("Second Amendment") is made and entered into by and between the CITY OF PALMDALE, a charter city of the State of California ("CITY"), and ADVANCING COMMUNITIES TOGETHER, a California nonprofit public benefit corporation ("ACT"). This Second Amendment shall become effective on the date of the last signature below ("Effective Date").

RECITALS

WHEREAS, CITY and ACT entered into Agreement No. A-8464, dated August 16, 2023 "Original Agreement"; and

WHEREAS, pursuant to the Original Agreement, CITY agreed to provide ACT with grant funding in the amount of $781,817 for the development of Palmdale's Dream Village "Dream Village" at the property identified in the Original Agreement "Property"; and

WHEREAS, on March 27, 2025, CITY and ACT entered into a First Amendment to the Original Agreement, pursuant to which CITY agreed to provide ACT with an additional grant in the amount of $102,000; and

WHEREAS, due to various factors, including, without limitation, additional fees and permitting costs, additional development conditions, and increases in material costs, ACT's development costs have exceeded the previously approved project budget; and

WHEREAS, ACT has requested an additional grant in the amount of $333,141.25 to defray a portion of the increased development costs necessary to complete Dream Village; and

WHEREAS, to further address local housing needs, including the provision of housing and supportive services for individuals and families experiencing or at risk of homelessness, CITY desires to provide additional funding from the Permanent Local Housing Allocation "PLHA" Program for the completion of Dream Village.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and ACT agree as follows:

TERMS

1. Incorporation of Recitals.

The foregoing recitals are true and correct and are incorporated herein by this reference as a substantive part of this Second Amendment.

2. PLHA Grant.

CITY shall provide ACT with an additional Permanent Local Housing Allocation ("PLHA") grant in an amount not to exceed $333,141.25 (PLHA Grant). The Additional PLHA Grant shall be used solely to reimburse ACT for Eligible Expenses incurred in connection with the development and completion of Dream Village at the Property. For purposes of this Second Amendment, Eligible Expenses means actual, reasonable, and necessary costs incurred by ACT for the development and completion of Dream Village that are eligible for reimbursement under the PLHA Program and applicable law and are approved by CITY. Eligible Expenses may include, without limitation, costs associated with permits and fees, site improvements, construction, utilities and infrastructure, materials, and other eligible development costs.

ACT shall provide documentation reasonably required by CITY to substantiate all Eligible Expenses, including, as applicable, invoices, receipts, proof of payment, contracts, and lien releases. No expenditure shall be reimbursed unless it complies with applicable PLHA Program requirements, applicable law, and the terms of the Original Agreement, as amended.

3. Continuing Effect of Agreement.

Except as expressly amended by this Second Amendment, all terms and conditions of the Original Agreement, as amended by the First Amendment, shall remain unchanged and in full force and effect. In the event of any conflict between the terms of this Second Amendment and the Original Agreement or First Amendment, the terms of this Second Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Agreement No. A-8464 to be executed by their respective duly authorized representatives as of the dates set forth below.

CITY OF PALMDALE:

_____

Salvador Mendez
Date
City Manager

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Highway
Palmdale, CA 93550

APPROVE AS TO FORM:

_____

Alexandra Severino
Date
City Attorney

Megan Taggart
Megan Taggart (Aug 26, 2026 13:50:31 PDT)

ADVANCING COMMUNITIES TOGETHER:

Rossie Cherry (Aug 26, 2026 12:01:10 PDT)

Aug 26, 2026

Rossie Cherry
Date
Executive Director

ADDRESS FOR NOTICE:
38626 9th Street East
Palmdale, CA 93550

ATTEST:

_____

Rochelle Scott
Date
City Clerk

Agrmt No. A-8464 Second Amendment with ACT

Final Audit Report 2026-08-26

Created:	2026-08-26
By:	Kimberly Clarke (kclarke@cityofpalmdaleca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAImkpe2QL-usxtCwC6psfpSkyrI1OGPTE

"Agrmt No. A-8464 Second Amendment with ACT" History

Document created by Kimberly Clarke (kclarke@cityofpalmdaleca.gov)
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Document e-signed by Rossie Cherry (rossie@act4avyouth.org)
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Signer mtaggart@cityofpalmdaleca.gov entered name at signing as Megan Taggart
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Document e-signed by Megan Taggart (mtaggart@cityofpalmdaleca.gov)
Signature Date: 2026-08-26 - 8:50:31 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
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Adobe Acrobat Sign

FIRST AMENDMENT TO DREAM VILLAGE GRANT AGREEMENT (A-8464)

This FIRST AMENDMENT TO DREAM VILLAGE GRANT AGREEMENT (this "**Amendment**") is dated for reference purposes as of March 27, 2025, and is entered into by and between the CITY OF PALMDALE, a charter city of the State of California ("**City**"), and ADVANCING COMMUNITIES TOGETHER, a California nonprofit public benefit corporation ("**ACT**"), who agree as follows:

RECITALS

A. City and ACT entered into that certain Dream Village Grant Agreement (A-8464), dated as of August 16, 2023 (the "**Original Agreement**"). All capitalized terms not otherwise defined herein shall have the meanings set forth therefor in the Original Agreement.

B. Pursuant to the Original Agreement, City agreed to grant ACT the sum of $781,817 (the "**Original Dream Village Grant**") for the development of the Dream Village at the Property.

C. Due to various factors, including, without limitation, additional fees and permit costs, added conditions, and materials cost inflation, ACT's development costs therefor have exceeded the original Budget (the "**Original Budget**"), and ACT has submitted to City an updated Budget (the "**Updated Budget**"), attached hereto as Attachment 1 and incorporated herein by this reference.

D. ACT requests that City grant it an additional sum of $102,000 (the "**Additional Dream Village Grant**") to defray a portion of ACT's increased development costs for the Dream Village.

E. To respond to public health and negative economic impacts of the pandemic in disproportionately impacted communities (youth and low-income communities), City desires to make the Additional Dream Village Grant.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CITY AND ACT HEREBY AGREE AS FOLLOWS:

TERMS

1. The foregoing Recitals are true and correct and are a substantive part of this Amendment.

2. City shall make the Additional Dream Village Grant to ACT. All proceeds of the Additional Dream Village Grant shall be used solely to reimburse ACT for ACT's costs of developing the Dream Village at the Property, and all expenditures shall be supported by

customary invoices, lien releases, *etc.* From time to time, ACT may request to draw upon the Additional Dream Village Grant in accordance with the Updated Budget, with each draw to be accompanied by documentation of previous expenditures made prior to such new draw(s) being approved and released.

3. From and after the date of this Amendment:

a. "**Agreement**" shall mean the Original Agreement, as amended by this Amendment;

b. "**Budget**" shall mean the Original Budget, as amended by the Updated Budget; and

c. "**Dream Village Grant**" shall mean the Original Dream Village Grant, as augmented by the Additional Dream Village Grant.

4. Exhibit C of the Original Agreement is hereby deleted in its entirety and replaced with the Reporting Requirements attached hereto as Attachment 2 and incorporated herein by this reference.

5. Exhibit D of the Original Agreement is hereby deleted in its entirety and replaced with the ARPA Act Requirements attached hereto as Attachment 3 and incorporated herein by this reference.

6. ACT acknowledges that, but for the execution of this Amendment, City would not make the Additional Dream Village Grant.

7. Except as modified hereby, the Original Agreement shall continue in full force and effect according to its terms.

[remainder of page intentionally left blank]

8. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Executed in Palmdale, California, as of the date first set forth above.

"ACT"

ADVANCING COMMUNITIES TOGETHER,
a California nonprofit public benefit corporation

By: _____
Signed: 5/5/2025
Name: Rossie D. Cherry
Its: Chief Executive Officer

By: _____
Signed: 5/7/2025
Name: Olivia Cherry
Its: Executive Director

*In accordance with California Corporations Code Section 313, this document must be executed by the Corporation's Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations' Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.

[Signatures Continue on Following Page]

Concord - Document ID: 02zpbCXzvNlS4KZis8g2sj

"CITY"

CITY OF PALMDALE,
a charter city of the State of California

By: Salvador Mendez
Signed: 5/8/2025
City Manager Pro Tem

Sophia Reyes
Signed: 5/5/2025

ATTEST:

By: Roxanne Faber
Signed: 5/8/2025
City Clerk

APPROVED AS TO FORM:

By: Alexandra Halfman
Signed: 5/8/2025
Alexandra Halfman
Acting City Attorney

KANE, BALLMER & BERKMAN
City Special Counsel

By: Todd C. Mooney
Signed: 5/5/2025
Todd C. Mooney

Attachment 1

UPDATED BUDGET

[behind this page]

DRAW REQUEST FORM

ADVANCING COMMUNITIES TOGETHER

City of Palmdale- Dream Village Grant Agreement

Agreement No. A-8464

Period: 8/30/23 to

Draw Number: DR005

SOURCES			
Project Budget		**Additional Funding**	JUSTIFICATION
Contract W/ General Contractor	$ 40,000.00	$ 10,000.00	increased time on project
Building Permit, License & Fees	$ 10,000.00	$ 20,000.00	additional fees and permit cost
Plumbing Installation	$ 12,000.00	$ 2,000.00	inflation cost on materials
Electrical Installation	$ 112,500.00	$ 13,000.00	inflation cost on materilas
Concrete Flat/grading work	$ 90,382.00	$ 37,000.00	we need to for 12 inches deeper for
Cost per Housing Shelter Unit	$ 159,900.00		
Pallet Laundry Unit	$ 39,995.00		
Pallet Community Room (400 sq feet)	$ 39,999.00		
Pallet Case Management office	$ 11,995.00		
Folding Bunk Bed. Aluminum frame with composite platform	$ 7,980.00		
120v Electrical Kit w/ 1500w Heater	$ 29,379.00		
Mattress Pad	$ 5,980.00		
A/C and Install Kit 400Sq Community Room	$ 499.00		
AC and Install Kits Housing Shelters	$ 7,980.00		
Assembly Cost for Shelter	$ 24,200.00		
Assembly Cost for 400sq Community Room	$ 6,000.00		
Shipping and Handling of units	$ 33,000.00		
Pallet sales tax	$ 34,512.00	$ 0.49	
Fencing	$ 25,000.00		t
4 Stackable washer/dryer units	$ 9,000.00		
ADA Ramps	$ 5,000.00	$ 1,275.00	INFLATION COST
Landscaping and outdoor lighting,	$ 25,000.00		UNDER NEW CONDITIONS REPORT
Block Wall - 3'		$ 9,000.00	added condition
Chain Link Fence		$ 3,600.00	added condition
Exterior Lighting and security		$ 7,500.00	added condition
Sewer Connection & Run		$ 25,000.00	not included in original bid
Soft Cost Contingency	$ 36,516.00	$ (0.49)	
Developer Fee	$ 15,000.00	$ 10,000.00	increased time on project
TOTALS:	**$ 781,817.00**	**$ 138,375.00**	

Attachment 2

REPORTING REQUIREMENTS

[behind this page]

Compliance and Reporting Guidance

State and Local Fiscal Recovery Funds



December 19, 2024
Version: 9.0

Concord - Document ID: 02zpbCXzvNIS4KZis8g2sj

Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

In May 2021, Treasury published the 2021 interim final rule ("2021 IFR") describing eligible and ineligible uses of SLFRF, as well as other program requirements. The initial versions of this Compliance and Reporting guidance reflected the 2021 IFR and its eligible use categories. On January 6, 2022, the U.S. Department of the Treasury ("Treasury") adopted the 2022 final rule implementing the SLFRF program. The 2022 final rule became effective on April 1, 2022. Prior to the 2022 final rule effective date, the 2021 IFR remained in effect; funds used consistently with the 2021 IFR while it was in effect were in compliance with the SLFRF program. However, recipients could choose to take advantage of the 2022 final rule's flexibilities and simplifications ahead of the effective date. Recipients may consult the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule* for more information on compliance with the 2021 IFR and the 2022 final rule.

On December 29, 2022, the Consolidated Appropriations Act, 2023 was enacted, amending the SLFRF program to provide additional flexibility for recipients to use SLFRF funds for three new eligible use categories. The 2023 interim final rule ("2023 IFR") was published in the federal register on September 20, 2023. The 2023 IFR became effective upon publication.

In November 2023, Treasury issued an interim final rule (the "Obligation IFR") to amend the definition of "obligation" at 31 CFR 35.3 and to provide related clarifications. The Obligation IFR was published in the federal register on November 20, 2023. The Obligation IFR became effective upon publication. Treasury published additional guidance clarifying the provisions of the Obligation IFR on March 29, 2024 in Section 17: Obligation of the SLFRF FAQs.

To support recipients in complying with the 2022 final rule, the 2023 IFR, and the Obligation IFR, this reporting guidance reflects the 2022 final rule, the 2023 IFR, the Obligation IFR, and subsequent guidance provided in FAQs. This guidance provides additional detail and clarification for each recipient's compliance and reporting responsibilities under the SLFRF program and should be read in concert with the Award Terms and Conditions, the authorizing statute, the 2022 final rule, the 2023 IFR, the Obligation IFR, other program guidance including the State and Local Fiscal Recovery Funds Frequently Asked Questions, and other regulatory and statutory requirements, including regulatory requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance" or 2 CRF Part 200), and 2021 SLFRF Compliance Supplement – Technical Update, 2022 SLFRF Compliance Supplement, 2023 SLFRF Compliance Supplement, and 2024 SLFRF Compliance Supplement. Please see the Assistance Listing in SAM.gov under assistance listing number (formerly known as the CFDA number) 21.027 for more information.

Please Note: This guidance document applies to the SLFRF program only and does not change or impact reporting and compliance requirements for the Coronavirus Relief Fund ("CRF") established by the CARES Act.

Concord - Document ID: 02zpbCXzvNIS4KZis8g2sj

This guidance includes two parts:

Part 1: General Guidance

This section provides an orientation to recipients' compliance responsibilities and Treasury's expectations and recommends best practices where appropriate under the SLFRF program.

A. Key Principles..... P. 4
B. Statutory Eligible Uses..... P. 4
C. Treasury's 2022 Final Rule, 2023 IFR, and Obligation IFR ..... P. 5
D. Uniform Guidance (2 CFR Part 200)..... P. 9
E. Award Terms and Conditions..... P. 15

Part 2: Reporting Requirements

This section provides information on the reporting requirements for the SLFRF program.

A. Interim Report..... P. 19
B. Project and Expenditure Report..... P. 20
C. Recovery Plan Performance Report..... P. 46

Appendix 1: Expenditure Categories..... P. 54
Appendix 2: Evidenced-Based Intervention Additional Information..... P. 61
Appendix 3: Expenditure Categories under the 2021 Interim Final Rule..... P. 62

OMB Control Number: 1505-0271

OMB Expiration Date: 04/30/2025

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden for the collections of information included in this guidance is as follows: 30 minutes for Title VI Assurances, 2 hours per response for the Interim Report, 6 hours per response for the Project and Expenditure Report and 100 hours per response for the Recovery Plan Performance Report (if applicable). Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Concord - Document ID: 02zpbCXzvNlS4KZis8g2sj

Part 1: General Guidance

This section provides an orientation on recipients' compliance responsibilities and Treasury's expectations and recommended best practices where appropriate under the SLFRF program.

Recipients under the SLFRF program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "SLFRF statute") that receive an SLFRF award. Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

Recipients are accountable to Treasury for oversight of their subrecipients in accordance with 2 CFR 200.332, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's 2021 IFR, 2022 final rule, 2023 IFR, Obligation IFR, other applicable federal statutes and regulations, and reporting requirements.

A. Key Principles

There are several guiding principles for developing your own effective compliance regimes:

- Recipients and subrecipients are the first line of defense and responsible for ensuring the SLFRF award funds are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with their SLFRF award;
- Many SLFRF-funded projects respond to the COVID-19 public health emergency[1] and meet urgent community needs. Swift and effective implementation is vital, and recipients must balance facilitating simple and rapid program access widely across the community and maintaining a robust documentation and compliance regime;
- Treasury encourages recipients to use SLFRF-funded projects to advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government; and
- Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21.

B. Statutory Eligible Uses

As a recipient of an SLFRF award, your organization has substantial discretion to use the award funds in the ways that best suit the needs of your constituents – as long as such use fits into one of the following seven statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such

[1] The SLFRF rule defines "COVID-19 public health emergency" as "the period beginning on January 27, 2020 and lasting until the termination of the national emergency concerning the COVID-19 outbreak declared pursuant to the National Emergencies Act." See 31 CFR 35.3. As discussed in FAQ 4.11, following the termination of the National Emergency on April 10, 2023, recipients generally may continue to make investments using their SLFRF funds without changes, with the exception of projects in the premium pay eligible use category. Please refer to FAQ 4.11 for more information.

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recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency;
4. To make necessary investments in water, sewer, or broadband infrastructure;
5. To provide emergency relief from natural disasters or the negative economic impacts of natural disasters;
6. For projects eligible under the 26 surface transportation programs specified in the 2023 CAA (Surface Transportation projects); or
7. For projects eligible under Title I of the Housing and Community Development Act of 1974 (Title I projects).

In addition, sections 602(c)(4) and 603(c)(5) of the Social Security Act, as amended by the Infrastructure Investment and Jobs Act, provide that SLFRF funds may be used for an authorized Bureau of Reclamation project for purposes of satisfying any non-Federal matching requirement required for the project.

Treasury adopted the 2021 IFR in May 2021 and the 2022 final rule on January 6, 2022 to implement the first four eligible use categories and other restrictions on the use of funds under the SLFRF program. The 2022 final rule took effect on April 1, 2022, and the 2021 IFR remained in effect until that time, although recipients could choose to take advantage of the 2022 final rule's flexibilities and simplifications prior to April 1, 2022. Recipients may consult the Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule for more information on compliance with the 2021 IFR and the 2022 final rule.

On December 29, 2022, the Consolidated Appropriations Act, 2023 was enacted, amending the SLFRF program to provide additional flexibility for recipients to use SLFRF funds for three new eligible use categories. The 2023 IFR was published in the Federal Register on September 20, 2023 and became effective upon publication. The Obligation IFR was published in the Federal Register on November 20, 2023 and became effective upon publication.

It is the recipient's responsibility to ensure all SLFRF award funds are used in compliance with the program's requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. Recipients should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how they have been satisfied as part of their award management, internal controls, and subrecipient oversight and management.

C. Treasury's 2022 Final Rule, 2023 IFR, and Obligation IFR

Treasury's 2022 final rule, 2023 IFR, and Obligation IFR detail recipients' compliance responsibilities and provide additional information on eligible and restricted uses of SLFRF award funds and reporting requirements.

1. **Eligible and Restricted Uses of SLFRF Funds.** As described in the SLFRF statute and summarized above, there are seven eligible uses of SLFRF award funds. As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipients' or beneficiaries' eligibility, and must monitor subrecipients' use of SLFRF award funds.

   To help recipients build a greater understanding of eligible uses, Treasury's 2022 final rule and 2023 IFR establish frameworks for determining whether a specific project would be eligible under

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the SLFRF program, including some helpful definitions. For example, Treasury's 2022 final rule and 2023 IFR establish:

- A framework for determining whether a project responds to the COVID-19 public health emergency or its negative economic impacts;
- Definitions of "eligible employers," "essential work," "eligible workers," and "premium pay" for cases where premium pay is an eligible use;
- The option to select between a standard amount of revenue loss or complete a full revenue loss calculation of revenue lost due to the COVID-19 public health emergency;
- A framework for necessary water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds along with certain additional projects, including a wider set of lead remediation and stormwater infrastructure projects and aid for residential wells;
- A framework for necessary broadband projects that allows for projects that are designed to provide service of sufficient speeds to eligible areas, as well as an affordability requirement for providers that provide service to households;
- A framework for determining how to provide emergency relief from a natural disaster;
- Three pathways for using SLFRF funds for Surface Transportation projects; and
- A list of eligible Title I projects by reference to the activities that are eligible under the Community Development Block Program.

Treasury's 2022 final rule also provides more information on important restrictions on use of SLFRF award funds, including that recipients other than Tribal governments may not deposit SLFRF funds into a pension fund; and recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue resulting from the recipient's change in law, regulation, or administrative interpretation. In addition, recipients may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's 2022 final rule for more information on these restrictions and to the 2023 IFR for how these restrictions apply to the eligible uses added by the Consolidated Appropriations Act, 2023.

Treasury's 2022 final rule outlines that funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, the 2022 final rule notes that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget ("OMB") has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations. If a recipient seeks to use SLFRF funds to satisfy match or cost-share requirements for a federal grant program, it should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 CFR 200.306(b) would limit the use of SLFRF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the SLFRF funds for the match or cost-share requirement. Treasury's 2023 IFR outlines that under the Surface Transportation projects eligible use category, recipients may use SLFRF funds to satisfy non-federal cost share requirements for certain programs under Pathway Three. In addition, under the Title I projects eligible use category, recipients may use SLFRF funds to satisfy the non-federal share requirements of a federal financial assistance program in support of activities that would be eligible under the CDBG and ICDBG programs.

SLFRF funds beyond those that are available under the circumstances described above may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. For example, the Infrastructure Investment and

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Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects.

Treasury's 2023 IFR describes the additional statutory restrictions that apply to the Surface Transportation projects and Title I projects eligible use categories. First, the total amount of SLFRF funds that a recipient may use for Surface Transportation projects and Title I projects, taken together, cannot exceed the greater of $10 million and 30% of a recipient's SLFRF allocation. Second, recipients using SLFRF funds for Surface Transportation projects and Title I projects must supplement, and not supplant, other federal, state, territorial, Tribal, and local government funds (as applicable) otherwise available for such uses. For the Surface Transportation projects eligible use category, recipients using funds for projects eligible for Urbanized Formula Grants, Fixed Guideway Capital Investment Grants, Formula Grants for Rural Areas, State of Good Repair Grants, or Grants for Buses and Bus Facilities may not use SLFRF funds for operating expenses of these projects.

2. **Eligible Costs Timeframe.** For eligible use categories described in the 2022 final rule, your organization, as a recipient of an SLFRF award, may use SLFRF funds to cover eligible costs that your organization incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs incurred for projects by the recipient State, territorial, local, or Tribal government prior to March 3, 2021 are not eligible, as provided for in Treasury's 2022 final rule.

   For eligible use categories described in the 2023 IFR, recipients may use SLFRF funds for the three new eligible uses for costs incurred beginning December 29, 2022. Consistent with the existing eligible uses, recipients must obligate SLFRF funds for the new eligible uses by December 31, 2024. Recipients must expend SLFRF funds obligated to provide emergency relief from natural disasters by December 31, 2026. Recipients must expend SLFRF funds obligated for Surface Transportation projects and Title I projects by September 30, 2026. Costs for projects described in the 2023 IFR that are incurred by the recipient State, territorial, local, or Tribal government prior to December 29, 2022 are not eligible under these three eligible use categories.

   Recipients may, in certain circumstances, use SLFRF award funds for the eligible use categories described in Treasury's 2022 final rule for costs incurred prior to March 3, 2021. Specifically,

   a. Public Health/Negative Economic Impacts: Recipients may use SLFRF award funds to provide assistance to households, small businesses, and nonprofits to respond to the public health emergency or negative economic impacts of the pandemic – such as rent, mortgage, or utility assistance – for costs incurred by the beneficiary (e.g., a household) prior to March 3, 2021, provided that the recipient State, territorial, local or Tribal government did not incur the cost of providing such assistance prior to March 3, 2021.
   b. Premium Pay: Recipients may provide premium pay retrospectively for work performed at any time during the COVID-19 public health emergency. Such premium pay must be "in addition to" wages and remuneration already received and the obligation to provide such premium pay must not have been incurred by the recipient prior to March 3, 2021.
   c. Revenue Loss: Recipients have broad discretion to use funds for the provision of government services to the extent of reduction in revenue. While calculation of lost revenue is based on the recipient's revenue in the last full fiscal year prior to the COVID-19 public health emergency, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021. As with all other eligible uses, funds expended under the revenue loss eligible use category are subject to the obligation requirements. See FAQ 17.15.
   d. Investments in Water, Sewer, and Broadband: Recipients may use SLFRF award funds to make necessary investments in water, sewer, and broadband infrastructure. Recipients may

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use SLFRF award funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the SLFRF award funds were not incurred by the recipient prior to March 3, 2021.

Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d). For the purposes of determining expenditure eligibility, "incurred" means the recipient has incurred an obligation. See 31 CFR 35.3 and 35.5(b). Prior to submitting the report covering the fourth quarter of 2024 (in the case of quarterly reporters) or the report covering the period from April 1, 2024 to March 31, 2025 (in the case of annual reporters), recipients must acknowledge that all funds not reported as obligated by December 31, 2024, as reflected in that report must be returned to Treasury.

As discussed in FAQ 17.19, after the December 31, 2024 obligation deadline, recipients may have excess funds that were obligated as of the deadline but ultimately not expended on an eligible activity. While recipients may not incur new obligations for the use of SLFRF funds after December 31, 2024, recipients may reclassify SLFRF funds from a reported activity to another project that would be eligible under the program rules (including the requirement that the recipient incurred an obligation for the project by December 31, 2024), regardless of whether those project(s) were reported to Treasury by the obligation deadline. The examples provided in FAQ 17.19 are illustrative cases of the situations in which recipients may have excess funds that were obligated as of the deadline but ultimately not expended on an eligible activity and are not exhaustive.

Treasury will add new functionalities after the Q4 2024 Project & Expenditure Report (the report due on January 31, 2025) to enable recipients to add and reclassify funds to project(s) for which an obligation was incurred by December 31, 2024. For all such projects, recipients will be required to attest that they incurred the applicable obligation for the project no later than December 31, 2024. A recipient will not be able to report a project that reclassifies funds if the amount obligated for the project would result in the recipient's overall obligations as of December 31, 2024 increasing (as reported by January 31, 2025 for quarterly reporters or April 30, 2025 for annual reporters), unless the project is funded with program income as discussed in SLFRF FAQ 17.21.

For project carried out under multi-year contracts, a recipient must have incurred the obligation for the costs funded by SLFRF in the appropriate periods (March 3, 2021 through December 31, 2024 for eligible uses in the 2022 final rule, or December 29, 2022 through December 31, 2024 for eligible uses in the 2023 IFR). If the term of a multi-year contract extends beyond the end of the SLFRF period of performance, the recipient may not use SLFRF funds to cover costs after the applicable expenditure deadline and should be prepared to use other financing.

As discussed in FAQ 13.1, all SLFRF projects must follow the requirements for Cost Principles in the Uniform Guidance (2 CFR Part 200, Subpart E), except for projects under the Revenue Loss Eligible Use category, for which only a subset of the Cost Principles apply, as described in FAQ 13.15.

3. **Reporting.** Generally, recipients must submit one initial Interim Report, quarterly or annual Project and Expenditure reports which include subaward reporting, and in some cases annual Recovery Plan reports. Treasury's 2022 final rule, 2023 IFR, Obligation IFR, and Part 2 of this guidance provide more detail around SLFRF reporting requirements.

4. **Expenditure Categories**. Treasury's 2022 final rule provides flexibility and simplicity for recipients to fight the pandemic and support families and businesses struggling with its impacts, maintain vital services amid revenue shortfalls, and build a strong, resilient, and equitable recovery. As

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such, recipients report on a broad set of eligible uses and associated Expenditure Categories ("EC"), which began with the April 2022 Project and Expenditure Report. Appendix 1 includes the ECs, as well as a reference to previous ECs used for reporting under the 2021 IFR.

The 2023 IFR implements the amendments to the SLFRF program made by the Consolidated Appropriations Act, 2023, which provides additional flexibility for recipients to use SLFRF funds to respond to natural disasters, build critical infrastructure, and support community development. The additional ECs associated with the 2023 IFR began with the October 2023 Project and Expenditure Report. These ECs also may be found in Appendix 1.

Assistance Listing

The Assistance Listing for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) was published May 28, 2021 on SAM.gov under Assistance Listing Number ("ALN"), formerly known as CFDA Number, **21.027**.

The assistance listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The ALN is the unique 5-digit number assigned to identify a federal assistance listing, and can be used to search for federal assistance program information, including funding opportunities, spending on USASpending.gov, or audit results through the Federal Audit Clearinghouse.

To expedite payments and meet statutory timelines Treasury issued initial payments under an existing ALN, 21.019, assigned to the CRF. If you have already received funds or captured the initial number in your records, please update your systems and reporting to reflect the new ALN 21.027 for the SLFRF program. **Recipients must use ALN 21.027 for all financial accounting, subawards, and associated program reporting requirements for the SLFRF awards.**

D. Uniform Administrative Requirements

The SLFRF awards are generally subject to the requirements set forth in the Uniform Guidance at 2 CFR Part 200 that were in effect when a recipient entered into the award terms and conditions, unless otherwise provided by Treasury. In all instances, your organization should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects. Additional details about applicability of certain provisions of the Uniform Guidance may be found in:

- SLFRF 2022 final rule;
- SLFRF Assistance Listing;
- SLFRF FAQs, including FAQ 4.9, 10.1, and Section 13; and
- SLFRF 2023 IFR.

The following sections provide a general summary of your organization's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the most recent compliance supplement issued by OMB. Note that the descriptions below are only general summaries and all recipients and subrecipients are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

1. **Allowable Activities.** Each recipient should review program requirements, including Treasury's 2022 final rule, 2023 IFR, Obligation IFR, SLFRF FAQs, and the recipient's Award Terms and Conditions, to determine and record eligible uses of SLFRF funds. Per 2 CFR 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

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2. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability. Please note that as outlined in FAQ 13.15, only a subset of the Uniform Guidance requirements at 2 CFR Part 200 Subpart E (Cost Principles) applies to recipients' use of funds in the revenue loss eligible use category.

   SLFRF funds may be, but are not required to be, used along with other funding sources for a given project. Recipients should note that SLFRF funds available under the "revenue loss" eligible use category generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. If a recipient seeks to use SLFRF funds to satisfy match or cost-share requirements for a federal grant program, the recipient should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 CFR 200.306(b) would limit the use of SLFRF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the SLFRF funds for the match or cost-share requirement. For instance, recipients should note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because OMB has approved a waiver from this provision as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

   Treasury's 2023 IFR outlines that under the Surface Transportation projects eligible use category, recipients may use SLFRF funds to satisfy non-federal cost share requirements for certain programs under Pathway Three. In addition, under the Title I projects eligible use category, recipients may use SLFRF funds to satisfy the non-federal share requirements of a federal financial assistance program in support of activities that would be eligible under the CDBG and ICDBG programs.

   SLFRF funds beyond those that are available under the circumstances described above may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the 2022 final rule for further details if they seek to utilize SLFRF funds as a match for these projects.

   Treasury's 2022 final rule, 2023 IFR, program guidance, and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 CFR Part 200, Subpart F and the Compliance Supplement are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

   a. Administrative costs: Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.[2] Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405.

[2] Recipients also may use SLFRF funds directly for administrative costs to improve the design and execution of programs responding to the COVID-19 pandemic and to administer or improve the efficacy of programs addressing the public health emergency or its negative economic impacts. 31 CFR 35.6(b)(3)(ii)(E)(3).

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Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs as long as they are accorded consistent treatment per 2 CFR 200.403. Direct costs are those that are identified specifically as costs of implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office.[3][4] Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement ("NICRA") established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f). Both direct and indirect costs may be obligated via a subaward, contract, or similar transaction that requires payment, including an interagency agreement that meets the requirements described in FAQ 17.6.

b. Salaries and Expenses: In general, certain employees' wages, salaries, and covered benefits are an eligible use of SLFRF award funds. Please see Treasury's 2022 final rule for details.

3. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR Part 205 or 2 CFR 200.305(b)(8)-(9).

   As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.

4. **Eligibility and Unique Entity Identifier Requirements.** Under the SLFRF program, recipients are responsible for ensuring that award funds are used for eligible purposes. Accordingly, recipients must develop and implement policies and procedures, and retain records, to determine and monitor implementation of criteria for determining the eligibility of beneficiaries and/or subrecipients. Your organization, and if applicable, the subrecipient(s) administering a program on behalf of your organization, will need to develop and maintain procedures for obtaining information evidencing a given beneficiary's, subrecipient's, or contractor's eligibility, including ensuring subrecipients and contractors are in good standing in accordance with 2 CFR 200.214 and 2 CFR Part 200, Appendix II, paragraph (H).

   Further, recipients and subrecipients are required to obtain a valid Unique Entity Identifier (UEI), which is assigned by SAM.gov. Pursuant to the award term regarding 2 CFR Part 25, Appendix A, which is incorporated by reference in the SLFRF Financial Assistance Agreement, recipients are required to maintain current information in SAM.gov for the duration of the period of performance of the SLFRF award. A recipient may not make a subaward to a subrecipient unless that subrecipient has obtained and provided to the recipient a UEI. Subrecipients are not required to complete full SAM.gov registration to obtain a UEI. A UEI is not required with respect to beneficiaries and contractors. Implementing risk-based due diligence for eligibility determinations is a best practice to augment your organization's existing controls.

   As discussed in item 11 below, recipients may obligate SLFRF funds by entering into an interagency agreement with a unit of government, and may choose to treat that unit of government as a subrecipient. If a recipient chooses to treat the counterparty to the interagency agreement as

[3] 2 CFR 200.413 Direct Costs.
[4] 2 CFR 200.414 Indirect Costs.

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a subrecipient, then the recipient must also provide a UEI for that entity. If a recipient chooses to treat the counterparty as a part of the recipient government, the recipient is not required to provide a UEI for that entity.

5. **Property Management.** Any purchase of real or personal property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D, unless stated otherwise by Treasury. For example, as outlined in FAQ 13.15, only a subset of the Uniform Guidance requirements at 2 CFR Part 200 Subpart D (Post Federal Award Requirements) applies to recipients' use of funds in the revenue loss eligible use category. Furthermore, as outlined in FAQ 13.16, Treasury has clarified the use and disposition requirements for real and personal property, supplies, and equipment purchased with SLFRF funds.

6. **Matching, Level of Effort, Earmarking.** There are no matching, level of effort, or earmarking compliance responsibilities associated with the SLFRF award. See Section C.1 (Eligible and Restricted Uses of SLFRF Funds) for a discussion of restrictions on use of SLFRF funds. Please see 2. Allowable Costs/Cost Principles above for information on the use of SLFRF funds for non-Federal match or cost-sharing requirements in other Federal programs.

7. **Period of Performance.** Your organization should also develop and implement internal controls related to activities occurring outside the period of performance. For eligible uses under the 2022 final rule, all funds remain subject to statutory and regulatory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. For eligible uses under the 2023 IFR, recipients may use SLFRF funds for costs incurred beginning December 29, 2022. Consistent with the existing eligible uses, recipients must obligate SLFRF funds for the new eligible uses by December 31, 2024. Recipients must expend SLFRF funds obligated to provide emergency relief from natural disasters by December 31, 2026. Recipients must expend SLFRF funds obligated for Surface Transportation projects and Title I projects by September 30, 2026. Any funds not expended must be returned to Treasury as part of the award closeout process pursuant to 2 C.F.R. 200.344(d).

8. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, unless stated otherwise by Treasury. As outlined in FAQ 13.15, only a subset of the Uniform Guidance requirements at 2 CFR Part 200 Subpart D (Post Federal Award Requirements) applies to recipients' use of funds in the revenue loss eligible use category. The procurement standards set forth in the Uniform Guidance at 2 CRF 200.317 through 2 CRF 200.327 are not included in FAQ 13.15's list of applicable Subpart D requirements that apply to recipients' use of funds in the revenue loss eligible use category.

   The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in certain circumstances. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. In addition, the Uniform Guidance at 2 CFR 200.214, 2 CFR Part 180, and Treasury's implementing regulations at 31 CFR Part 19, prohibit recipients from entering into contracts with suspended or debarred parties. The procurement standards outlined in the Uniform Guidance require an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

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9. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

   As discussed in SLFRF FAQ 17.21, program income includes that which is earned between the December 31, 2024, obligation deadline and the end of the period of performance on December 31, 2026. As with all award funds, such program income may only be used to cover an obligation that was incurred by December 31, 2024. This functionality will be available in the reporting portal even if the use of program income would cause the total obligations reported as of December 31, 2024 to increase.

   The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury has clarified in its FAQs that recipients may add program income to the Federal award. Any program income generated from SLFRF funds must be used for the purposes and under the conditions of the Federal award. Further, FAQ 4.9 provides additional information about program income requirements applicable to certain eligible uses, and FAQ 13.15 clarifies that only a subset of the Uniform Guidance requirements at 2 CFR 200 Subpart D (Post Federal Award Requirements) applies to recipients' use of funds in the revenue loss eligible use category. The list of applicable Subpart D requirements in FAQ 13.15 does not include the program income requirements in 2 CFR 200.307.

10. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in Part 2 of this guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles.

    In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. See Part 2 of this guidance for a full overview of recipient reporting responsibilities.

    Consolidated jurisdictions or other types of jurisdictions that received multiple SLFRF allocations (e.g., a county and city with a consolidated government) are only required to file once per reporting period, and such reports will cover the total SLFRF allocations received by the jurisdiction. This includes non-entitlement units of local government ("NEUs") and/or units of general local government located within counties that are not units of general local government. In addition, the total SLFRF allocations across all sources for a given jurisdiction will be used to identify that jurisdiction's Reporting Tier.

11. **Subrecipient Monitoring.** SLFRF recipients that are pass-through entities as described under 2 CFR 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for pass-through entities.

    First, your organization must clearly identify to the subrecipient: (1) that the award is a subaward of SLFRF funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds.

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Next, your organization will need to evaluate each subrecipient's risk of noncompliance based on a set of common factors. These risk assessments may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring of any given subrecipient should reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

Accordingly, your organization should develop written policies and procedures for subrecipient monitoring and risk assessment and maintain records of all award agreements identifying or otherwise documenting subrecipients' compliance obligations.

Recipients should note that NEUs are not subrecipients under the SLFRF program. They are SLFRF recipients that report directly to Treasury.

Recipients should also note that subrecipients do not include individuals and organizations that received SLFRF funds as end users. Such individuals and organizations are beneficiaries and not subject to audit pursuant to the Single Audit Act and 2 C.F.R. Part 200, Subpart F.

Many recipients may choose to provide a subaward or contract to other entities to provide services to other end users. For example, a recipient may provide a subaward to a nonprofit to provide homeless services to individuals experiencing homelessness. In this case, the subaward to a nonprofit is based on the services that the recipient intends to provide (assistance to households experiencing homelessness), and the nonprofit is serving as the subrecipient, providing services on behalf of the recipient. Subrecipients are subject to an audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements, whereas contractors are not subject to an audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements.

Please note that as outlined in FAQ 13.14, recipients' use of funds in the revenue loss eligible use category does not give rise to subrecipient relationships. As a result, subaward reporting is not required for projects in the revenue loss eligible use category. While there is no federal program or purpose to carry out in the same way that there is for the other SLFRF expenditure categories, these funds retain their federal character and recipients remain subject to laws and regulations applicable to Federal financial assistance programs.

As discussed in SLFRF FAQ 17.6, Treasury considers an interagency agreement, including an agreement in the form of a memorandum of understanding, to constitute a "transaction requiring payment" similar to a contract or subaward and therefore an obligation for purposes of the SLFRF rule, if the agreement satisfies certain conditions. If a recipient has not yet provided funds to a unit of its government and would like to do so for that unit to carry out an eligible project and count as an obligation, the recipient may do so under FAQ 17.6.

If a recipient previously entered into an agreement with a unit of its government and reported that arrangement as a subaward, then the recipient may maintain that treatment or revise its reporting to reflect an interagency agreement, as long as the requirements of FAQ 17.6 are met. If the recipient is reporting the arrangement as a subaward, the recipient should note that the subrecipient monitoring and other requirements applicable to subawards at 2 CFR Part 200 continue to apply. In either case, the use of funds must be appropriately managed and overseen in accordance with the program's award terms and conditions, including the requirements at 2 CFR 200.329 or 2 CFR 200.331, as applicable.

If a recipient obligates funds via an interagency agreement with an agency, department, or part of government according to the provisions described in FAQ 17.6 or 17.23, that agency, department, or part of government may itself enter into subawards and contracts. Because the interagency agreement is considered an obligation, the obligation deadline does not apply to that agency,

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department, or part of government.

12. **Special Tests and Provisions.** From time-to-time, Treasury may issue subregulatory guidance as well as frequently asked questions.

    Across each of the compliance requirements above, Treasury has described some best practices for development of internal controls in **Table 1** below, with an example of each best practice.

Table 1: Internal controls best practices

Best Practice	Description	Example
Written policies and procedures	Formal documentation of recipient policies and procedures	Documented procedure for determining worker eligibility for premium pay
Written standards of conduct	Formal statement of mission, values, principles, and professional standards	Documented code of conduct / ethics for subcontractors
Risk-based due diligence	Pre-payment validations conducted according to an assessed level of risk	Enhanced eligibility review of subrecipient with imperfect performance history
Risk-based compliance monitoring	Ongoing validations conducted according to an assessed level of risk	Higher degree of monitoring for projects that have a higher risk of fraud, given program characteristics
Record maintenance and retention	Creation and storage of financial and non-financial records.	Storage of all subrecipient payment information.

E. Award Terms and Conditions

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, Treasury's 2022 final rule, 2023 IFR, the Obligation IFR, and other applicable federal laws and regulations. Recipients should ensure they remain in compliance with all Award Terms and Conditions. These obligations include the following items in addition to those described above:

1. **SAM.gov Requirements.** All eligible recipients are required to have an active registration with the System for Award Management ("SAM") (https://www.sam.gov) pursuant to 2 CFR Part 25. To ensure timely receipt of funding, Treasury has stated that NEUs who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.[5]

2. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

[5] See flexibility provided in https://www.whitehouse.gov/wp-content/uploads/2021/03/M_21_20.pdf.

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Your organization must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

3. **Single Audit Requirements.** Recipients and subrecipients that expend more than $750,000 in Federal awards during their fiscal year—or, for fiscal years that start on or after October 1, 2024, that expend more than $1,000,000 in Federal awards during their fiscal year—will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.[6] Note that the Compliance Supplement provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. For example, the SLFRF Compliance Supplement describes an alternative to the Single Audit for eligible recipients. Recipients should consult the Compliance Supplement for more information about the alternative compliance examination engagement. The Compliance Supplement is routinely updated, and is made available in the Federal Register and on OMB's website: https://www.whitehouse.gov/omb/office-federal-financial-management/ Recipients and subrecipients should consult the Federal Audit Clearinghouse to see examples of Single Audit submissions.

4. **Civil Rights Compliance**. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

   In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that non-tribal recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. As explained in Treasury FAQ 12.1, the award terms and conditions for Treasury's pandemic recovery programs, including the SLFRF program, do not impose antidiscrimination requirements on Tribal governments beyond what would otherwise apply under federal law.

[6] For-profit entities that receive SLFRF subawards are not subject to Single Audit requirements. However, they are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's OIG.

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Part 2: Reporting Guidance

There are three types of reporting requirements for the SLFRF program. The report requirements are approved and documented under OMB PRA number - OMB # 1505-0271.

- **Interim Report:** Provide initial overview of status and uses of funding. This is a one-time report. **See Section A, page 19.**
- **Project and Expenditure Report:** Report on projects funded, expenditures, and contracts and subawards equal to or greater than $50,000, and other information. **See Section B, page 20.**
- **Recovery Plan Performance Report:** The Recovery Plan Performance Report (the "Recovery Plan") will provide information on the projects that large recipients are undertaking with program funding and how they plan to ensure program outcomes are achieved in an effective, efficient, and equitable manner. It will include key performance indicators identified by the recipient and some mandatory indicators identified by Treasury. The Recovery Plan will be posted on the website of the recipient as well as provided to Treasury. **See Section C, page 46.**

The reporting threshold is based on the total award amount allocated by Treasury under the SLFRF program, not the funds received by the recipient as of the time of reporting.

States and territories are also required to submit information on their distributions to NEUs. Please refer to Section D for additional details.

Table 2: Reporting requirements by recipient type

Tier	Recipient	Interim Report	Project and Expenditure Report	Recovery Plan Performance Report
1	States, U.S. territories, metropolitan cities and counties with a population that exceeds 250,000 residents	By August 31, 2021 or 60 days after receiving funding if funding was received by October 15, with expenditures by category. *Note: NEUs were not required to submit an Interim Report*	By January 31, 2022, and then the last day of the month after the end of each quarter thereafter *Note: NEUs were not required to submit a Project and Expenditure Report on January 31, 2022. The first reporting date for NEUs was April 30, 2022.*	By August 31, 2021 or 60 days after receiving funding, and annually thereafter by July 31
2	Metropolitan cities and counties with a population below 250,000 residents that are allocated more than $10 million in SLFRF funding, and NEUs that are allocated more than $10 million in SLFRF funding			
3	Tribal Governments that are allocated more than $30 million in SLFRF funding			
4	Tribal Governments that are allocated less than $30 million in SLFRF funding		By April 30, 2022, and then annually thereafter	
5	Metropolitan cities and counties with a population below 250,000 residents that are allocated less than $10 million in SLFRF funding, and NEUs that are allocated less than $10 million in SLFRF funding			

Note: Based on the period of performance, reports will be collected through April 30, 2027. See the specific due dates listed in Sections B and C.

As mentioned above, the total SLFRF allocations across all sources for a given jurisdiction will be used to identify that jurisdiction's Reporting Tier, beginning in April of 2022. Treasury may reach out to jurisdictions to update Reporting Tiers.

The remainder of this document describes these reporting requirements. User guides describing how and where to submit required reports are posted at www.treasury.gov/SLFRPReporting and updated on a regular basis.

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Comparison to reporting for the CRF

This guidance does not change the reporting or compliance requirements pertaining to the CRF. Reporting and compliance requirements for the SLFRF are separate from CRF reporting requirements. Differences between CRF and SLFRF include:

- **Project, Expenditure, and Subaward Reporting**: The SLFRF reporting requirements leverage the existing reporting regime used for CRF to foster continuity and provide many recipients with a familiar reporting mechanism. The data elements for the Project and Expenditure Report will largely mirror those used for CRF, with some minor exceptions noted in this guidance. The users' guide will describe how reporting for CRF funds will relate to reporting for the SLFRF.
- **Timing of Reports**: CRF reports were due within 10 days of each calendar quarter end. For quarterly reporters, SLFRF reporting will be due the last day of the month following the end of the period covered. For annual reporters, SLFRF reporting will be due on an annual schedule (see table in Section B below).
- **Program and Performance Reporting**: The CRF reporting did not include any program or performance reporting. To build public awareness and accountability and allow Treasury to monitor compliance with eligible uses, some program and performance reporting is required for SLFRF.

A. Interim Report

Note: The Interim Reports were submitted under the 2021 IFR.

States, U.S. territories, metropolitan cities, counties, and Tribal governments were required to submit a one-time interim report with expenditures[7] by Expenditure Category covering the period from March 3rd to July 31, 2021, by August 31, 2021 or sixty (60) days after first receiving funding if the recipient's date of award was between July 15, 2021 and October 15, 2021. The recipient was required to enter obligations[8] and expenditures and, for each, select the specific expenditure category from the available options. See Appendix 3 for Expenditure Categories applicable for the Interim Report.

1. Required Programmatic Data

Recipients were also required to provide the following information if they had or planned to have expenditures in the following Expenditure Categories.

a. Revenue replacement (EC 6.1[9]): Key inputs into the revenue replacement formula in the 2021 IFR and estimated revenue loss due to the COVID-19 public health emergency calculated using the formula in the 2021 IFR as of December 31, 2020.
   - Base year general revenue (e.g., revenue in the last full fiscal year prior to the public health emergency)
   - Fiscal year end date
   - Growth adjustment used (either 4.1 percent or average annual general revenue growth over 3 years prior to pandemic)
   - Actual general revenue as of the twelve months ended December 31, 2020

[7] For purposes of reporting in the SLFRF portal, an expenditure is the amount that has been incurred as a liability of the entity (the service has been rendered or the good has been delivered to the entity).
[8] For purposes of reporting in the SLFRF portal, an obligation is an order placed for property and services, contracts and subawards made, and similar transactions that require payment.
[9] See Appendix 3 for the full Expenditure Category (EC) list. Please note that Appendix 3 includes the expenditure categories under the 2021 IFR, applicable to the Interim Report.

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- Estimated revenue loss due to the COVID-19 public health emergency as of December 31, 2020
- An explanation of how revenue replacement funds were allocated to government services (Note: additional instructions was provided in the user guide)

In calculating general revenue and the other items discussed above, recipients should have used audited data if it was available. When audited data was not available, recipients were not required to obtain audited data if substantially accurate figures could be produced on an unaudited basis. Recipients should have used their own data sources to calculate general revenue and did not need to rely on revenue data published by the Census Bureau. Treasury acknowledges that due to differences in timing, data sources, and definitions, recipients' self-reported general revenue figures may differ from those published by the Census Bureau. Recipients were permitted to provide data on a cash, accrual, or modified accrual basis, provided that recipients are consistent in their choice of methodology throughout the covered period and until reporting is no longer required. Recipients' reporting should align with their own financial reporting.

In calculating general revenue, recipients should have excluded all intergovernmental transfers from the federal government. This includes, but is not limited to, federal transfers made via a State to a locality pursuant to the CRF or SLFRF. To the extent federal funds are passed through States or other entities or intermingled with other funds, recipients should have attempted to identify and exclude the federal portion of those funds from the calculation of general revenue on a best-efforts basis.

Consistent with the broad latitude provided to recipients to use funds for government services to the extent of reduction in revenue, recipients were required to submit a description of services provided. This description may be in narrative or in another form, and recipients were encouraged to report based on their existing budget processes and to minimize administrative burden. For example, a recipient with $100 in revenue replacement funds available could indicate that $50 were used for law enforcement operating expenses and $50 were used for pay-go building of sidewalk infrastructure. As discussed in the 2021 IFR, these services can include a broad range of services but may not be used directly for pension deposits or debt service.

Reporting requirements did not require tracking the indirect effects of Fiscal Recovery Funds, apart from the restrictions on use of Fiscal Recovery Funds to offset a reduction in net tax revenue. In addition, recipients were required to indicate that Fiscal Recovery Funds were not used to make a deposit in a pension fund.

B. Project and Expenditure Report

All recipients are required to submit Project and Expenditure Reports.

Note on NEUs: To facilitate reporting, each NEU will need an NEU Recipient Number. This is a unique identification code for each NEU assigned by the State or territory to the NEU as part of its request for funding.

1. Quarterly Reporting

The following recipients are required to submit quarterly Project and Expenditure Reports:

- States and U.S. territories
- Tribal governments that are allocated more than $30 million in SLFRF funding
- Metropolitan cities and counties with a population that exceeds 250,000 residents

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- Metropolitan cities and counties with a population below 250,000 residents that are allocated more than $10 million in SLFRF funding and NEUs that are allocated more than $10 million in SLFRF funding

For these recipients, the initial quarterly Project and Expenditure Report covered three calendar quarters from March 3, 2021 to December 31, 2021 and was required to be submitted to Treasury by January 31, 2022. The subsequent quarterly reports cover one calendar quarter and must be submitted to Treasury by the last day of the month following the end of the period covered. Quarterly reports are not due concurrently with applicable annual reports. **Table 3** summarizes the quarterly report timelines:

Table 3: Quarterly Project and Expenditure Report Timeline

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 – 4	March 3 – December 31	January 31, 2022
2	2022	1	January 1 – March 31	April 30, 2022
3	2022	2	April 1 – June 30	July 31, 2022
4	2022	3	July 1 – September 30	October 31, 2022
5	2022	4	October 1 – December 31	January 31, 2023
6	2023	1	January 1 – March 31	April 30, 2023
7	2023	2	April 1 – June 30	July 31, 2023
8	2023	3	July 1 – September 30	October 31, 2023
9	2023	4	October 1 – December 31	January 31, 2024
10	2024	1	January 1 – March 31	April 30, 2024
11	2024	2	April 1 – June 30	July 31, 2024
12	2024	3	July 1 – September 30	October 31, 2024
13	2024	4	October 1 – December 31	January 31, 2025
14	2025	1	January 1 – March 31	April 30, 2025
15	2025	2	April 1 – June 30	July 31, 2025
16	2025	3	July 1 – September 30	October 31, 2025
17	2025	4	October 1 – December 31	January 31, 2026
18	2026	1	January 1 – March 31	April 30, 2026
19	2026	2	April 1 – June 30	July 31, 2026
20	2026	3	July 1 – September 30	October 31, 2026
21	2026	4	October 1 – December 31	April 30, 2027

2. Annual Reporting

The following recipients are required to submit annual Project and Expenditure Reports:

- Tribal governments that are allocated less than $30 million in SLFRF funding
- Metropolitan cities and counties with a population below 250,000 residents that are allocated less than $10 million in SLFRF funding and NEUs that are allocated less than $10 million in SLFRF funding

For these recipients, the initial Project and Expenditure Report covered from March 3, 2021 to March 31, 2022 and was required to be submitted to Treasury by April 30, 2022. The subsequent annual reports cover one calendar year and must be submitted to Treasury by April 30. **Table 4** summarizes the annual report timelines:

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Table 4: Annual Project and Expenditure Report timeline

Report	Period Covered	Due Date
1	March 3, 2021 – March 31, 2022	April 30, 2022
2	April 1, 2022 – March 31, 2023	April 30, 2023
3	April 1, 2023 – March 31, 2024	April 30, 2024
4	April 1, 2024 – March 31, 2025	April 30, 2025
5	April 1, 2025 – March 31, 2026	April 30, 2026
6	April 1, 2026 – December 31, 2026	April 30, 2027

3. Required Information

The following information is required in Project and Expenditure Reports for both quarterly and annual reporting:

Projects: Provide information on all SLFRF funded projects. Projects are defined as a grouping of closely related activities that together are intended to achieve a specific goal or are directed toward a common purpose. These activities can include new or existing eligible government services or investments funded in whole or in part by SLFRF funding. For each project, the recipient is required to enter the project name, identification number (created by the recipient), project expenditure category (see Appendix 1), description, and status of completion. Project descriptions must describe the project in sufficient detail to provide an understanding of the major activities that will occur, and must be between 50 and 250 words.

Project descriptions for the emergency relief from natural disasters eligible use category must describe the natural disaster the recipient is responding to, including the type of event, and how the emergency relief is related to and reasonably proportional to the natural disaster.

a. Projects should be defined to include only closely related activities directed toward a common purpose. Recipients should review the Required Programmatic Data described in 3.g. below and define their projects at a sufficient level of granularity.

   Note: For each project, the recipient is asked to select the appropriate Expenditure Category based on the scope of the project (see Appendix 1). Projects should be scoped to align to a single Expenditure Category. For select Expenditure Categories, the recipient also is asked to provide additional programmatic data (described further below).

b. Obligations and Expenditures: Once a project is entered the recipient will be able to report on the project's obligations and expenditures. Recipients will be asked to report:
   - Current period obligation
   - Cumulative obligation
   - Current period expenditure
   - Cumulative expenditure

   Note: The requirement to report projects' obligations and expenditures and provide a project description applies to all funds under the SLFRF program, including funds spent under the revenue loss eligible use category. All SLFRF funds under any eligible use category are subject to the obligation requirements. FAQ 17.15 discusses how recipients satisfy the obligation requirement for funds used under the revenue loss eligible use category. Please note that electing the standard allowance or reporting the amount of the recipient's revenue loss does not satisfy the obligation requirement.

   In the Project and Expenditure report, recipients must report their amount of revenue loss by claiming the standard allowance or calculating revenue loss according to the formula in the 2022 final rule. **Additionally, recipients must also enter project(s) in either EC 6.1 or 6.2 that**

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encompass all funds utilized under the revenue loss eligible use category, and include the applicable amounts obligated and expended for each project. Treasury will assume that projects reported under other ECs are not funded by revenue replacement and the regulations for those ECs will apply for compliance purposes. Project descriptions under EC 6.1 or 6.2 must summarize the project(s) in sufficient detail to provide information on the major activities that will occur. See the Project & Expenditure Report User Guide for additional information.

c. Estimates: As discussed in SLFRF FAQs 17.8, 17.11, and 17.16, among others, recipients may document an obligation incurred by December 31, 2024 to expend SLFRF funds in 2025 and 2026 by reporting an estimate to Treasury of future expenses. Recipients are not required to submit estimates for the costs discussed below; rather, they must submit such estimates if they want to use, to cover such costs, any funds that they would otherwise have to return to Treasury after 2024 as unobligated. As discussed below, the estimate will be reported in both the obligation amount for a particular project and as a separate line item within the project for the specific type of estimate.

1. Personnel Costs

For projects involving personnel costs to be expended in 2025 and 2026 for positions established and filled by December 31, 2024, recipients may report an estimate of such expenses and retain funds that they would otherwise have to return to Treasury after 2024 as unobligated. See SLFRF FAQs 17.7 and 17.8 for additional details about determining this amount and preparing the estimate. Recipients should only report an estimate if funds are not obligated for those personnel costs through another mechanism, such as through a subaward, contract, or interagency agreement. For each project's reported obligation, the estimate must be limited to estimated personnel costs associated with the individual project and may not include estimated costs associated with other projects.

For this estimate, recipients will be asked to report:

- Estimated personnel expenditures in 2025 and 2026**
- Current period expenditures pursuant to the estimate*
- Cumulative expenditures pursuant to the estimate*
- Total expenditures exceeding the estimate*
- Total reported obligation pursuant to the estimate*
- Reason for expenditures exceeding the estimate (if applicable)*
- Number of full-time-equivalent (FTE) positions for which funds are obligated**
- Explanation of how the estimate was determined**
- Brief description of the job categories covered by the estimate**

* Figures denoted by an asterisk (*) will be zero in the Q2-Q4 2024 reporting periods.
** Figures denoted by two asterisks (**) will be locked for editing after the applicable reporting period covering obligations through December 31, 2024.
Certain fields listed above will be added to the Project & Expenditure Report in 2025.

Estimated personnel expenditures should also be reflected in the cumulative obligation amount and current period obligation amount discussed in subsection (b).

If a recipient reports expenditures that exceed the amount of the initial estimate, the recipient must manually sum the amount of the estimate and the total expenditures exceeding the estimate, and input the resulting figure as the "Total reported obligation pursuant to the estimate." By doing so, Treasury considers the recipient to be confirming that (1) those expenditures were only for positions established and filled by December 31, 2024, and (2) that a valid obligation was incurred for those expenditures by that date. The recipient must also

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attest that these expenditures were limited to personnel costs for positions established and filled by December 31, 2024.

As discussed in section (h) below, the Project & Expenditure Report will prompt the recipient to report "subaward data" for individuals or entities expected to be paid pursuant to the estimated personnel expenditures. Estimated personnel expenses should be reported as a "Direct Payment" entry. Because the recipient may not have precise identifying information for the individuals or entities who will receive wages, salaries, and other payments pursuant to the estimate, the recipient may enter a single "Direct Payment" entry that provides the address and other information of the agency, department, or part of government employing the individuals or entities who will receive such payments. Recipients will have the ability to add additional Direct Payment entries after the obligation deadline for reporting personnel expenses paid pursuant to the estimate. Recipients should add such entries after such payments are made. As with all other expenditures, recipients should ensure that all expenditures made pursuant to the estimate are reported to Treasury with the applicable identifying information.

Alongside these reporting requirements, a recipient must document and keep on file a reasonable justification for how the estimate was determined. This reasonable justification is distinct from the explanation of how the estimate was determined, which will be submitted in the Project & Expenditure Report. The explanation submitted in the Project & Expenditure Report should provide a summary of how the recipient calculated the estimate. The reasonable justification kept on file may include a discussion of the recipient's expectations that eligible personnel costs will continue to be paid in future periods and may include payroll documents, project plans, or other applicable documents.

In determining an appropriate estimate for expenses in 2025 and 2026, a recipient may wish to consult the following sections of the Uniform Guidance:

- 2 CFR 200.403 – Factors affecting allowability of costs
- 2 CFR 200.404 – Reasonable costs
- 2 CFR 200.430(i) – Standards for Documentation of Personnel Expenses

Please note that recipients may also obligate funds for estimated personnel costs related to compliance with certain administrative and legal requirements of SLFRF, as described in section k, item 15 below. If the personnel costs will be expended in relation to an employee engaged exclusively in compliance with relevant administrative and legal requirements of SLFRF, as discussed in FAQ 17.10, a recipient should report such personnel cost obligations under EC 7.3. A recipient should ensure that reported obligations are not duplicated across multiple projects.

2. Contract Change Orders or Contingencies

As discussed in FAQ 17.16, recipients may use SLFRF funds to cover cost increases attributable to a contract entered into by December 31, 2024, if the contract expressly provides for change orders or contract contingencies. For such contracts, a recipient may report an estimate of the amount that may be necessary to cover changes or contingencies in 2025 and 2026 and retain funds that they would otherwise have to return to Treasury after 2024 as unobligated. The estimate must be limited to estimated costs associated with change orders or contingencies for the contract(s) associated with the individual project reported, and may not cover expected costs associated with other contracts reported under separate projects.

For this estimate, recipients will be asked to report:

- Estimated expenditures to cover contract change orders and contingencies in 2025 and 2026**
- Current period expenditures pursuant to the estimate*

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- Cumulative expenditures pursuant to the estimate*
- Total expenditures exceeding estimate*
- Total reported obligations pursuant to estimate*
- Reason for expenditures exceeding the estimate (if applicable)*
- Explanation of how the estimate was determined**

* Figures denoted by an asterisk (*) will be zero in the Q2-Q4 2024 reporting periods.
** Figures denoted by two asterisks (**) will be locked for editing after the applicable reporting period covering obligations through December 31, 2024.
Certain fields listed above will be added to the Project & Expenditure Report in 2025.

Estimated contract change order and contingency expenditures under this provision should also be reflected in the cumulative obligation amount and current period obligation amount discussed in subsection (b).

If a recipient reports expenditures that exceed the amount of the initial estimate, the recipient must manually sum the amount of the estimate and the total expenditures exceeding the estimate, and input the resulting figure as the "Total reported obligation pursuant to the estimate." By doing so, Treasury considers the recipient to be confirming that (1) those expenditures are only for eligible costs, as described in FAQ 17.16, and (2) that a valid obligation was incurred for those expenditures by December 31, 2024. The recipient must also attest that these expenditures were limited to cost increases attributable to a contract entered into by December 31, 204, for which the contract expressly provides for change orders or contract contingencies.

If a recipient previously reported a project with contingency or reserve funds included in the obligated amount, and the recipient was not required to set aside that amount by the contract itself, the recipient must edit the previous project that incorrectly reported the obligation. The recipient may add to the project an estimate of the amount that may be necessary to cover changes or contingencies in 2025 and 2026 using the procedure described above if the contract meets the requirements described in SLFRF FAQ 17.16.

Alongside these reporting requirements, a recipient must document and keep on file a reasonable justification for how the estimate was determined. This reasonable justification is distinct from the explanation of how the estimate was determined, which will be submitted in the Project & Expenditure Report. The explanation submitted in the Project & Expenditure Report should provide a summary of how the recipient calculated the estimate. The reasonable justification kept on file may include a discussion of the recipient's expectations that eligible personnel costs will continue to be paid in future periods and may include payroll documents, project plans, or other applicable documents.

In determining an appropriate estimate for expenses in 2025 and 2026, a recipient may wish to consult the following sections of the Uniform Guidance:
- 2 CFR 200.403 – Factors affecting allowability of costs
- 2 CFR 200.404 – Reasonable costs

3. Certain Administrative and Legal Costs

   Please see the guidance in section k, item 15 below.

d. Project Status: Once a project is entered the recipient will be asked to report on project status each reporting period, in four categories:
   - Not Started
   - Completed less than 50 percent

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- Completed 50 percent or more
- Completed

e. Program Income: Recipients should report the program income earned and expended to cover eligible project costs, if applicable. See the discussion above and in SLFRF FAQs 13.11 and 17.21.

f. Adopted Budget *(States, U.S. territories, metropolitan cities and counties with a population that exceeds 250,000 residents only)*: Each state, territory and metropolitan city and county with a population that exceeds 250,000 residents will provide the budget adopted for each project by its jurisdiction associated with SLFRF funds. Treasury will use this information to better understand the intended impact, identify opportunities for outreach, and understand the recipient's progress in program implementation. Treasury is not approving or pre-approving budgets.
   - Recipients will enter the Adopted Budget based on information that exists currently in the recipient's financial systems and the recipient's established budget process. Treasury understands that recipients may use different budget processes. For example, a recipient may consider a project budgeted once a legislature has appropriated funds; whereas another recipient may consider a project budgeted at the moment when the funds have been obligated.
   - Additional information is provided on the differences between Adopted Budget, Obligations, and Expenditures as part of the user guide posted at www.treasury.gov/SLFRPReporting.

g. Project Demographic Distribution (applicable to Public Health and Negative Economic Impact ECs: EC 1.1-2.37)– *Collection began April 2022*

Recognizing the disproportionate public health and negative economic impacts of the pandemic on many households, communities, and other entities, recipients must report whether certain types of projects are targeted to impacted and disproportionately impacted communities. Recipients will be asked to respond to the following:

a. What Impacted and/or Disproportionally Impacted population does this project primarily serve? Please select the population primarily served.
b. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served.

Recipients will select from the following options:

	Impacted	Disproportionately Impacted
Public Health	• General Public	
Assistance to Households	• Low- or-moderate income households or populations[10] • Households that experienced unemployment • Households that experienced increased food or housing insecurity	• Low-income households and populations[12] • Households and populations residing in Qualified Census Tracts • Households that qualify for certain federal programs[13]

[10] Low or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS) or (ii) income at or below 65 percent of the Area Median Income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

[12] Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by HHS or (ii) income at or below 40 percent of Area Median Income for its county and size of household based on the most recently published data by HUD.

[13] For Disproportionately Impacted households, these programs are Temporary Assistance for Needy Families ("TANF"), Supplemental Nutrition Assistance Program ("SNAP"), Free- and Reduced-Price Lunch ("NSLP") and/or School Breakfast

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	Impacted	Disproportionately Impacted
	• Households that qualify for certain federal programs[11] • For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time • Other households or populations that experienced a negative economic impact of the pandemic other than those listed above (please specify)	• Households receiving services provided by Tribal governments • Households residing in the U.S. territories or receiving services from these governments • For services to address educational disparities, Title I eligible schools[14] • Other households or populations that experienced a disproportionate negative economic impact of the pandemic other than those listed above (please specify)
Assistance to Small Businesses	• Small businesses that experienced a negative economic impact of the pandemic • Classes of small businesses designated as negatively economically impacted by the pandemic (please specify)	• Small businesses operating in Qualified Census Tracts • Small businesses operated by Tribal governments or on Tribal lands • Small businesses operating in the U.S. territories • Other small businesses disproportionately impacted by the pandemic (please specify)
Assistance to Non-Profits	• Non-profits that experienced a negative economic impact of the pandemic (please specify) • Classes of non-profits designated as negatively economically impacted by the pandemic (please specify)	• Non-profits operating in Qualified Census Tracts • Non-profits operated by Tribal governments or on Tribal lands • Non-profits operating in the U.S. territories • Other non-profits disproportionately impacted by the pandemic (please specify)
Aid to Impacted Industries	• Travel, tourism, or hospitality sectors (including Tribal development districts) • Industry outside the travel, tourism, or hospitality sectors that experienced a negative economic impact of the pandemic (please specify)	N/A

("SBP") programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income ("SSI"), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC"), Section 8 Vouchers, Low-Income Home Energy Assistance Program ("LIHEAP"), and Pell Grants.

[11] For Impacted households, these programs are Children's Health Insurance Program ("CHIP"); Childcare Subsidies through the Child Care and Development Fund ("CCDF") Program; Medicaid; National Housing Trust Fund ("HTF"), for affordable housing programs only; Home Investment Partnerships Program ("HOME"), for affordable housing programs only.

[14] For educational services and other efforts to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school service as eligible. "Title I eligible schools" means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.

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h. Subawards, Contracts, Grants, Loans, Transfers, Interagency Agreements, and Direct Payments: Each recipient shall also provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, interagency agreements entered into pursuant to SLFRF FAQ 17.6, and direct payments made by the recipient that are equal to or greater than $50,000. Please note that as outlined in FAQ 13.14, Treasury is not collecting subaward data for projects categorized under the revenue loss eligible use category.

Recipients do not need to submit separate monthly subaward reports to FSRS.gov as required pursuant to the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, which is included in the SLFRF Award Terms and Conditions. Treasury will submit this reporting on behalf of recipients using the $50,000 reporting threshold, timing, and data elements discussed in this guidance. If recipients choose to continue reporting to FSRS.gov in addition to reporting directly to Treasury on these funds, they may do so and will be asked to notify Treasury as part of their quarterly submission.

In general, recipients will be asked to provide the following information for each Contract, Grant, Loan, Transfer, Interagency Agreement, or Direct Payment equal to or greater than $50,000:

- Subrecipient identifying and demographic information (e.g., location and UEI/TIN)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance
- Related project name(s)
- Related project identification number(s) (created by the recipient)
- Period of performance start date
- Period of performance end date
- Quarterly obligation amount
- Quarterly expenditure amount
- Project(s)
- Additional programmatic performance indicators for select Expenditure Categories (see below)

Aggregate reporting is required for contracts, grants, transfers made to other government entities, interagency agreements, loans, and direct payments that are below $50,000. This information will be accounted for by Expenditure Category at the project level. Note that all obligations and expenditures made directly to individuals, regardless of dollar amount, should be included in aggregate reporting.

For interagency agreements, recipients will be required to attest that the agreement meets the requirements for those transactions described in FAQ 17.6 and indicate which of the following criteria the interagency agreement meets:

- It imposes conditions on the use of funds by the agency, department, or part of government receiving funds to carry out the program
- It governs the provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds
- it governs the procurement of goods or services by one agency, department, or part of government from another

As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, recipients must also report the names and total compensation of their five most highly compensated executives and their subrecipients' executives for the preceding completed fiscal year if (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as provided by 2 CFR 170.320 (and subawards), and received

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$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public. In general, most SLFRF recipients are governmental entities with executive salaries that are already disclosed, so no additional information would be required to be reported for them. The recipient is responsible for the subrecipients' compliance with registering and maintaining an updated profile on SAM.gov.

In accordance with the SLFRF Financial Assistance agreement, recipients must include a subrecipient's Unique Entity Identifier (UEI) in the SLFRF Project and Expenditure report. Beginning with the October 2023 report, subrecipients reported without a UEI will require recipients to select a justification for the missing UEI for the reported subrecipient. The justifications are as follows:

- Subrecipient facing delay in obtaining UEI from the U.S. General Services Administration
- Recipient was delayed in collecting a UEI from its subrecipient due to recipient's internal control issue and recipient must describe the internal control issue and planned corrective action.
- Recipient was unable to contact subrecipient:
    - Services the subrecipient provided were completed after April 4, 2022 and recipient is continuing to work to collect its subrecipient's UEI
    - Services the subrecipient provided were completed prior to April 4, 2022

Recipients will also be required to report a timeline for obtaining and reporting the UEI for all reasons excluding services that were completed prior to April 4, 2022.

i. Civil Rights Compliance: Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances. This collection does not apply to Tribal governments[15]

j. Ineligible Activities: Tax Offset Provision (States and territories only): Section 602(c)(2)(A) of the Social Security Act prohibits a State or territory from using SLFRF funds to directly or indirectly offset a reduction in the net tax revenue of the State or territory resulting from a change in law, regulation, or administrative interpretation during the covered period (the "Tax Offset Provision"). The 2022 Final Rule implements the Tax Offset Provision at 31 CFR § 35.8. Violations of the Tax Offset Provision may be subject to recoupment. The following information is required for Treasury to ensure SLFRF funding is not used for ineligible activities related to the Tax Offset Provision.

For each reporting year, in the quarterly reporting cycle occurring 90 days after the end of the recipient's fiscal year, States and territories will report certain items related to the Tax Offset Provision, as detailed below. For example, if a recipient's fiscal year ends June 30, 2022, reporting on the Tax Offset Provision for fiscal year 2022 will be due in October 2022. All States and territories reported on the Tax Offset Provision for fiscal year 2021 in July 2022.

As indicated in the 2022 final rule, Treasury is implementing a tiered approach to reporting on the Tax Offset Provision, which is described below. Although Treasury is implementing a tiered approach to reporting, recipients should maintain records to support their compliance with the Tax Offset Provision.

The terms "reporting year," "baseline," "covered change," "covered period," "net reduction in total spending," and "tax revenue" are defined in the 2022 Final Rule, 31 CFR § 35.3. For purposes of calculating a net reduction in total spending, total spending for the fiscal year ending 2019 should be reported on an inflation-adjusted basis, consistent with the 2022 Final Rule. Similarly, for

[15] Please note, as explained in Treasury FAQ 12.1, that the award terms and conditions for Treasury's pandemic recovery programs, including the SLFRF, do not impose antidiscrimination requirements on Tribal governments beyond what would otherwise apply under federal law.

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purposes of calculating baseline tax revenue, tax revenue for the fiscal year 2019 should be reported on an inflation-adjusted basis, consistent with the 2022 Final Rule.

For purposes of reporting actual tax revenue for the requested fiscal year and baseline tax revenue for the fiscal year ending 2019,[16] (a) if available, recipients should report information using audited financials and (b) recipients may provide data on a cash, accrual, or modified accrual basis, but must be consistent in their approach across all reporting periods. Similarly, for purposes of calculating a net reduction in total spending, recipients should report data using audited financials where available.

Recipients will first answer a series of summary questions to determine the tiering of their tax offset reporting:

Summary Questions

- Do you have revenue-reducing covered change(s) to report for the requested fiscal year and for future fiscal years? Yes/No
  - If no, recipients have no further reporting requirements in the tax offset section. (Remaining summary questions will be greyed out).
  - If yes, recipients will complete part 1 and additional fields.
- Is the aggregate value of your revenue-reducing covered change(s) for the requested fiscal year less than the de minimis? Yes/No.
  - If yes, recipients will complete parts 1 and 2, and no further reporting is required in the tax offset section. (Remaining summary questions will be greyed out).
  - If no, recipients will complete parts 1, 2 and additional fields.
- Do you have a reduction in net tax revenue for the requested fiscal year, meaning that actual tax revenue for the requested fiscal year is less than baseline tax revenue? Yes/No.
  - If yes, recipients will complete parts 1, 2, and 3 and additional fields.
  - If no, recipients will complete parts 1, 2, and 3, and no further reporting is required in the tax offset section. (Remaining summary questions will be greyed out).
- Do you have revenue-increasing covered change(s) and/or covered spending cuts to report for the requested fiscal year? Yes/No
  - If yes, recipients will complete parts 1, 2, 3, and 4.
  - If no, recipients will complete the revenue reduction cap.

Reporting Part 1: Revenue-reducing Covered Changes

- Do you have revenue-reducing covered change(s) to report for the requested fiscal year and for future fiscal years? Yes/No
  - If yes, complete grid or upload spreadsheet with the name of each revenue-reducing covered change and the value of the revenue-reducing covered change for the requested fiscal year and for future fiscal years.
  - If no, a recipient has no revenue-reducing covered changes to report, no additional reporting is required.
- Enter in the aggregate value of all revenue-reducing covered change(s) for the requested fiscal year.[17]

Revenue-reducing Covered Changes: Guidance

[16] Tax revenue for fiscal year ending 2019 is relevant for calculating the recipient's baseline.

[17] The 2022 final rule defines covered change. "Covered change means a change in law, regulation, or administrative interpretation that reduces any tax (by providing for a reduction in a rate, a rebate, a deduction, a credit, or otherwise) or delays the imposition of any tax or tax increase. A change in law includes any final legislative or regulatory action, a new or changed administrative interpretation, and the phase-in or taking effect of any statute or rule if the phase-in or taking effect was not prescribed prior to the start of the covered period."

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For each reporting year, a recipient must report the value of covered changes that the recipient predicts will have the effect of reducing tax revenue in a given reporting year (revenue-reducing covered changes), similar to the way it would in the ordinary course of its budgeting process. The value of these revenue-reducing covered changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, that aligns with the recipient government's existing approach for measuring the effects of fiscal policies, and that measures relative to a current law baseline. The revenue-reducing covered changes may also be reported based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the covered change(s), relative to the current law baseline prior to the change(s). Estimation approaches should not use dynamic methodologies that incorporate the projected effects of the policies on macroeconomic growth. In general and where possible, reported values should be produced by the agency of the recipient government responsible for estimating the costs and effects of fiscal policy changes. Recipients must maintain records regarding the identification and predicted effects of revenue-reducing covered changes.

Reporting Part 2: Baseline Revenue and De Minimis Threshold

- Enter Baseline Revenue:
- Enter in the aggregate value of the revenue-reducing covered change(s) for the requested fiscal year as a percentage of baseline revenue:
- Is the aggregate value of the revenue-reducing covered change(s) for the requested fiscal year less than one percent of baseline revenue? Y/N
    - If yes, a recipient's aggregate value of the revenue-reducing covered changes in the reporting year is less than the *de minimis threshold*, and no additional reporting is required.

Baseline Revenue: Guidance
Baseline has the meaning defined in the 2022 Final Rule, 31 CFR 35.3.

Recipients must determine whether the aggregate value of the revenue-reducing covered changes in the reporting year is less than one percent of baseline revenue (the de minimis threshold).

Reporting Part 3: Actual Tax Revenue and Reduction in Net Tax Revenue

- Enter Actual Tax Revenue for the requested fiscal year:
- Enter Reduction in Net Tax Revenue: baseline revenue minus actual tax revenue
    - If the value of the reduction in net tax revenue is zero or negative (meaning that actual tax revenue is equal to or greater than baseline revenue), no additional reporting is required.

Actual Tax Revenue: Guidance
Actual tax revenue means the tax revenue received by the recipient government in the reporting year. Tax revenue has the meaning defined in the 2022 Final Rule, 31 CFR 35.3.

Reduction in Net Tax Revenue: Guidance
The reduction in net tax revenue is equal to baseline revenue minus actual tax revenue in each reporting year. If this value is zero or negative, there is no reduction in net tax revenue.

Reporting Part 4: Revenue-increasing Covered Changes and Covered Spending Cuts

- Do you have revenue-increasing covered change(s) and/or covered spending cuts to report for the requested fiscal year? Yes/No.
- If yes, complete grid or upload spreadsheet with the name of each revenue-increasing covered change and the value.
- Enter in the aggregate value of revenue-increasing covered change(s):

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- Enter net reduction in total spending for the requested fiscal year:
- Complete grid or upload spreadsheet of specific spending cuts and the corresponding "reporting unit", including the name of the reporting unit, description of the spending cut, the amount of the reduction in spending in the reporting unit for the reporting year relative to its inflation-adjusted FY 2019 level, the amount of any Fiscal Recovery Funds spent in the reporting unit in the reporting year, and the amount by which the reduction in spending in the reporting unit in the reporting year exceeds the Fiscal Recovery Funds spent in the reporting unit in the reporting year, if at all.
- Enter the aggregate value of covered spending cuts.
- Enter the aggregate value of revenue-increasing covered changes + the aggregate value of covered spending cuts.
- Enter the total value of revenue-reducing covered changes minus the total of (aggregate value of revenue-increasing covered changes + aggregate value of covered spending cuts).
- Is the aggregate value of revenue-reducing covered changes minus the total of (aggregate value of revenue-increasing changes + aggregate value of covered spending cuts) negative or equal to zero? (Yes/No)
    - If yes, recipients have no further reporting requirements related to the Tax Offset Provision.
    - If no, recipients must move on to the calculation of the revenue reduction cap.

Revenue-increasing covered changes: Guidance
If a recipient has revenue-reducing covered changes, the aggregate value of which exceed the de minimis threshold, and its actual tax revenue does not exceed baseline tax revenue, a recipient must report the value of covered changes that have had or that the recipient predicts will have the effect of increasing tax revenue in a given reporting year (revenue-increasing covered changes), similar to the way it would in the ordinary course of its budgeting process. The value of these revenue-increasing covered changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, that aligns with the recipient's existing approach for measuring the effects of fiscal policies, and that measures relative to a current law baseline. The revenue-increasing covered changes may also be reported based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the revenue-increasing covered change(s), relative to the current law baseline prior to the change(s). Estimation approaches should not use dynamic methodologies that incorporate the projected effects of the policies on macroeconomic growth. In general and where possible, reporting should be produced by the agency of the recipient responsible for estimating the costs and effects of fiscal policy changes. Recipients should maintain records regarding revenue-increasing covered changes and estimates of such changes.

Net reduction in total spending, and tables of specific spending cuts: Guidance
Recipients may cut spending in certain areas to pay for revenue-reducing covered changes, up to the amount of the recipient's net reduction in total spending. To calculate the amount of spending cuts that are available to offset a reduction in tax revenue, the recipient must first consider whether there has been a reduction in total net spending, excluding Fiscal Recovery Funds (net reduction in total spending). As defined in the 2022 Final Rule, 35 CFR 35.3, net reduction in total spending is measured as the recipient government's total spending for a given reporting year excluding Fiscal Recovery Funds, subtracted from its total spending for its fiscal year ending in 2019, adjusted for inflation using the Bureau of Economic Analysis's Implicit Price Deflator for the gross domestic product of the United States for that reporting year. If that calculation yields a positive value, there has been a net reduction in total spending; if it yields zero or a negative value, there has not been a net reduction in total spending. If there has been no net reduction in total spending, a recipient will have no spending cuts to offset a reduction in net tax revenue.

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Next, a recipient must determine and aggregate the value of spending cuts in each "reporting unit." "Reporting units" are departments, agencies, or authorities of the recipient's government. For each reporting unit, the recipient must report (1) the amount of the reduction in spending in the reporting unit for the reporting year relative to its inflation-adjusted FY 2019 level, (2) the amount of any Fiscal Recovery Funds spent in the reporting unit in the reporting year, and (3) the amount by which the reduction in spending in the reporting year exceeds the Fiscal Recovery funds spent in the reporting unit in the reporting year. If a recipient has not spent amounts received from the Fiscal Recovery Funds in a reporting unit, the full amount of the reduction in spending counts as a covered spending cut and may be included in the aggregate value of spending cuts. If the recipient has spent amounts received from the Fiscal Recovery Funds, such amounts generally would be deemed to have replaced the amount of spending cut, and only reductions in spending above the amount of Fiscal Recovery Funds spent on the reporting unit would be eligible to offset a reduction in net tax revenue. Only such amounts above the amount of Fiscal Recovery Funds spent on the reporting unit should be included in the aggregate value of spending cuts.

To align with existing reporting and accounting, the 2022 Final Rule considers the department, agency, or authority from which spending has been cut and whether the recipient government has spent amounts received from the Fiscal Recovery Funds on that same department, agency, or authority. Some commenters on the 2021 interim final rule argued that the methodology for identifying offsetting spending cuts at the department, agency, or authority level was too restrictive, but as discussed in the 2022 final rule, Treasury maintained the approach of requiring this reporting at the department, agency, or authority level. Recipients are encouraged to define reporting units in a manner consistent with their existing budget process and should, to the extent possible, report using the same reporting unit in each reporting year. Spending cuts must be reported relative to FY 2019 spending levels, adjusted for inflation, and excluding Fiscal Recovery Funds from reporting year spending levels.

Recipients should maintain records regarding spending cuts.

Reporting Part 5: Revenue Reduction Cap

The "revenue reduction cap," together with Part 3, ensures that recipient governments can use organic revenue growth to offset the cost of revenue-reducing covered changes. If, based on the calculations completed so far, a recipient has not yet demonstrated how its revenue-reducing covered changes were offset by non-SLFRF sources, the reporting portal will auto-calculate the revenue reduction cap, which will be the lesser of the following two amounts:

- Reduction in Net Tax Revenue (baseline tax revenue minus actual tax revenue) [pre-populated from Part 3] and
- Aggregate Value of revenue-reducing covered changes minus (total of (aggregate value of revenue-increasing changes + aggregate value of covered spending cuts) [pre-populated from Part 4].

k. Required Programmatic Data (other than water, sewer, and broadband infrastructure projects): For all projects listed under the following Expenditure Categories (see Appendix 1), the information listed must be provided in each report.

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1. Public Health and Negative Economic Impact (EC 1.1-3.5) - *Collection began in April 2022*
   - Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced
   - Brief description of how a recipient's response is related and reasonably proportional to a public health or negative economic impact of COVID-19.[18]

     Note: The 2022 final rule presumes that all enumerated eligible uses for programs and services, including COVID-19 mitigation and prevention programs and services, are reasonably proportional responses to the harm identified unless a response is grossly disproportionate to the type or extent of harm experienced. Many of the Eligibility Categories encompass multiple specific enumerated eligible uses and may be provided to a variety of populations. For example, EC 2.13 *Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* includes a wide array of financial, educational, child development, or health supports, or other supports necessary, including supports for kinship care, and may be provided to foster youth and/or families involved in the child welfare system. Between these two fields above, recipients should provide enough information to identify the type of enumerated eligible use being provided within the EC (e.g., kinship care support services), the public health or economic impact experienced, who the program and/or service is being provided to, and what services are being provided (e.g., respite resources). For enumerated eligible uses, recipients are not required to provide substantive documentation that the response is related and reasonably proportional in the Project and Expenditure Report.

2. Capital Expenditures (EC 1.1-3.5) - *Collection began in January 2022, with additional fields required starting in July 2022*
   - Does this project include a capital expenditure? *(Collection began in January 2022)*
   - Total expected capital expenditure, including pre-development costs, if applicable *(Collection began in January 2022)*
   - Type of capital expenditure, based on the following enumerated uses (*Collection began in July 2022*):
     - COVID-19 testing sites and laboratories, and acquisition of related equipment
     - COVID-19 vaccination sites
     - Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., emergency rooms, intensive care units, telemedicine capabilities for COVID-19 related treatment)
     - Temporary medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs
     - Acquisition of equipment for COVID-19 prevention and treatment, including ventilators, ambulances, and other medical or emergency services equipment
     - Emergency operations centers and acquisition of emergency response equipment (e.g., emergency response radio systems)
     - Installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities
     - Public health data systems, including technology infrastructure
     - Adaptations to congregate living facilities, including skilled nursing facilities, other long-term care facilities, incarceration settings, homeless shelters, residential foster care facilities, residential behavioral health treatment, and other group living facilities, as well as public facilities and schools (excluding construction of new facilities for the purpose of mitigating spread of COVID-19 in the facility)
     - Mitigation measures in small businesses, nonprofits, and impacted industries (e.g., developing outdoor spaces)

[18] Please note that capital expenditures are not considered "programs and services" and are not presumed to be reasonably proportional responses to an identified harm except as provided in the 2022 final rule.

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- Behavioral health facilities and equipment (e.g., inpatient or outpatient mental health or substance use treatment facilities, crisis centers, diversion centers)
- Technology and equipment to allow law enforcement to efficiently and effectively respond to the rise in gun violence resulting from the pandemic
- Affordable housing, supportive housing, or recovery housing development
- Food banks and other facilities primarily dedicated to addressing food insecurity
- Transitional shelters (e.g., temporary residences for people experiencing homelessness)
- Devices and equipment that assist households in accessing the internet (e.g., tablets, computers, or routers)
- Childcare, daycare, and early learning facilities
- Job and workforce training centers
- Improvements to existing facilities to remediate lead contaminants (e.g., removal of lead paint)
- Medical equipment and facilities designed to address disparities in public health outcomes (includes primary care clinics, hospitals, or integrations of health services into other settings)
- Parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, streetlights, neighborhood cleanup, and other projects to revitalize public spaces
- Rehabilitations, renovation, remediation, cleanup, or conversions of vacant or abandoned properties
- Schools and other educational facilities or equipment to address educational disparities
- Technology and tools to effectively develop, execute, and evaluate government programs
- Technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, improvements to case management systems or data sharing resources), reduce government backlogs, or meet increased maintenance needs
- Other (please specify)

- For recipients (other than Tribal governments) investing in projects with total expected capital expenditures for an enumerated eligible use of $10 million or more, as well as projects with total expected capital expenditures for an "other" use of $1 million or more, provide a written justification (*Collection began in July 2022)*
- For projects with total expected capital expenditures of over $10 million, provide labor reporting as outlined for infrastructure projects on page 43 (*Collection began July 2022*)

3. Household Assistance (EC 2.1-2.8) – *Collection began January 2022*:
   - Number of households served (by program if recipient establishes multiple separate household assistance programs)

4. Small Business Economic Assistance (EC 1.8, 2.29-2.33) – *Collection began April 2022*
   - Number of small businesses served (by program if recipient establishes multiple separate small business assistance programs)

5. Assistance to Non-Profits (EC 1.9, 2.34)- *Collection began April 2022*
   - Number of Non-Profits served (by program if recipient establishes multiple separate non-profit assistance programs)

6. Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (EC 1.10, 2.35-2.36) – *Collection began April 2022*:
   - If aid is provided to industries other than travel, tourism, and hospitality (EC 2.36), describe if the industry experienced at least 8 percent employment loss from pre-

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pandemic levels, or the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the 2022 final rule, and rationale for providing aid to the industry
- For each subaward:
  - Sector of employer (Note: additional detail, including list of sectors, to be provided in the user guide posted to www.treasury.gov/SLFRP)
  - Purpose of funds (e.g., payroll support, safety measure implementation)

7. Education Assistance (EC 2.14, 2.24-.2.27) – *Collection began in January 2022*:
   - The National Center for Education Statistics ("NCES") School ID or NCES District ID. List the School District if all schools within the school district received some funds. If not all schools within the school district received funds, list the School ID of the schools that received funds. These can allow evaluators to link data from the NCES to look at school-level demographics and, eventually, student performance.[19]

8. Payroll for Public Health and Safety Employees (EC 3.1) – *Collection began in January 2022*:
   - Number of government FTEs responding to COVID-19 supported under this authority

9. Rehiring Public Sector Staff (EC 3.2) – *Collection began in January 2022*:
   - Number of FTEs rehired by governments under this authority

10. Premium Pay (both Public Sector EC 4.1 and Private Sector EC 4.2) – *Collection began in January 2022; additional field began in April 2022*
    - List of sectors designated as critical to protecting the health and well-being of residents by the chief executive of the jurisdiction, if beyond those included in the 2022 final rule *(Collection began January 2022)*
    - Number of workers to be served (*Collection began January 2022)*
    - Employer sector for all subawards to third-party employers (i.e., employers other than the State, local, or Tribal government) (*Collection began January 2022)*
    - For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, on an annual basis; OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions:
      - A brief written narrative justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19, and why the recipient government determined that the premium pay was responsive to workers performing essential work during the pandemic. This description should not include personally identifiable information; when addressing individual workers, recipients should be careful not to include this information. Recipients may consider describing the workers' occupations and duties in a general manner as necessary to protect privacy (*Collection began January 2022)*
    - Number of workers to be served with premium pay in K-12 schools (*Collection began April 2022)*

[19] For more information on NCES identification numbers see https://nces.ed.gov/ccd/districtsearch/ (districts) and https://nces.ed.gov/ccd/schoolsearch/ (schools).

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11. Revenue replacement (EC 6.1) – *Collection began in August 2021*:
As outlined in the 2022 final rule, recipients have the option to make a one-time decision to calculate revenue loss according to the formula outlined in the 2022 final rule or elect a "Standard Allowance" of up to $10 million, not to exceed the award allocation, to spend on government services throughout the period of performance. The option to make this one-time decision was provided during the April 30, 2022 reporting deadline. Recipients may update their revenue loss determination, as appropriate, through the April 2025 reporting period. Upon update, any prior revenue loss election will be superseded. Recipients must use a consistent methodology across the period of performance (i.e., choose either the standard allowance or the full formula) and may not elect one approach for certain reporting years and the other approach for different reporting years.

For recipients electing the "Standard Allowance," Treasury will presume that up to $10 million, not to exceed the award allocation, in revenue has been lost due to the public health emergency. Recipients are permitted to use that amount to fund "government services." Please note that electing the standard allowance does not change a recipient's total allocation. Recipients that elect to use this standard allowance will make this election instead of calculating lost revenue using the formula.

For recipients calculating revenue loss according to the formula, the 2022 final rule permits recipients to choose whether to use calendar or fiscal year calculation dates. Recipients must use the same calculation time frame (calendar or fiscal year) throughout the award period.

Recipients calculating lost revenue using the formula should report the following:

- Choice of fiscal or calendar year revenue loss (choice must remain consistent throughout award period)
- General revenue collected over the past 12 months as of the most recent calculation date, as outlined in the 2022 final rule.
- Calculated revenue loss due to the COVID-19 public health emergency; and
- An explanation of how the revenue replacement funds were allocated to government services (note: additional instructions and/or template provided in the user guide posted at www.treasury.gov/SLFRPReporting).

For information on treatment of future tax changes, please see the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule*.

Recipients may report obligating and expending funds under this expenditure category up to the amount of either the Standard Allowance or a recipient's calculated revenue loss, as applicable. This includes cases in which a recipient chooses to reclassify funds to project(s) reported under the revenue replacement expenditure category according to the provisions discussed in FAQ 17.19. A recipient's revenue loss election serves as the limit on the total amount that may be reclassified to this expenditure category.

12. Emergency Relief from Natural Disasters (EC 8) – *Collection began October 2023*:
For EC 8.1-8.11
- Identify the natural disaster declaration or designation
  - Emergency Declaration or Major Declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act

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- If responding to a natural disaster that is the subject of an emergency declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act:
  - Provide the declaration identification number;
  - Have SLFRF funds provided financial assistance to a person, business concern, or other entity with respect to disaster losses? If providing financial assistance to a person, business concern, or other entity with respect to disaster losses, recipients are responsible for ensuring compliance with the duplication of benefits requirements described in the interim final rule at 31 CFR 35.6(g)(3). Disaster losses are losses suffered as a result of a major disaster or emergency declared under the Stafford Act.
- Emergency declaration by the Governor of a state pursuant to respective state law without a Stafford Act Declaration
- Emergency declaration by a Tribal government without a Stafford Act Declaration
  Designation of an event of a natural disaster by the chief executive or equivalent of recipient government with the event meeting the definition of natural disaster that does not also have a Stafford Act Declaration

For EC 8.6, 8.7, 8.12, 8.13

- Does this project include a capital expenditure?
- Total expected cost of capital expenditures funded with SLFRF in a project, including pre-development costs, if applicable
- For projects with total expected capital expenditures of over $10 million, provide labor reporting as outlined for infrastructure projects on page 43
- For EC 8.12 (not EC 8.6, 8.7, 8.13): For recipients (except for Tribal governments) using SLFRF for mitigation activities with SLFRF-funded capital expenditures over $1 million, provide a written justification. Recipients that incorporate mitigation activities into repairing public infrastructure or home repairs should report their projects in EC 8.12.

13. Surface Transportation (EC 9) – *Collection began October 2023 (Additional fields may be phased in through future reporting periods):*
    - EC 9.1-9.3: Supplement, Not Supplant Attestation: The SLFRF funds used for this project are supplementing not supplanting other federal, state, territorial, Tribal, and local government funds (as applicable) that are otherwise available for these projects.
    - EC 9.1: Surface Transportation Projects Receiving Funding from Department of Transportation (DOT)
      - Select the relevant program under which your DOT-funded project falls (check one box):
        - INFRA Grants
        - National Highway Performance Program (NHPP)
        - Bridge Investment Program (BIP)
        - Surface Transportation Block Grant Program (STBG)
        - Highway Safety Improvement Program (HSIP)
        - Congestion Mitigation and Air Quality Improvement Program (CMAQ)
        - Charging and Fueling Infrastructure Discretionary Grant Program (CFI Program)
        - Territorial and Puerto Rico Highway Program
        - National Highway Freight Program (NHFP)
        - Rural Surface Transportation Grant Program
        - Carbon Reduction Program (CRP)

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        - Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT)
        - Tribal Transportation Program (TTP)
        - Federal Lands Transportation Program (FLTP)
        - Federal Lands Access Program (FLAP)
        - Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program
        - Transportation Infrastructure Finance and Innovation Act (TIFIA)
        - Urbanized Formula Grants
        - Fixed Guideway Capital Investment Grants
        - Formula Grants for Rural Areas
        - State of Good Repair Grants
        - Grants for Buses and Bus Facilities
        - National culvert removal, replacement, and restoration grant program (Culvert AOP Program)
        - Bridge Replacement, Rehabilitation, Preservation, Protection, and Construction Program (Bridge Formula Program or BFP)
        - Metropolitan transportation planning
        - Projects that further the completion of a designated route of the Appalachian Development Highway System (ADHS)
    - FAIN number(s) for associated DOT project
    - Was DOT consulted prior to using SLFRF funds for this project? Yes/No.
    - For States using funds for projects eligible under title 23 of the U.S. Code or otherwise subject to the requirements of title 23 of the U.S. Code, select whether the project will:
        - Demonstrate progress in achieving a state of good repair as required by the State's asset management plan under 23 U.S.C. 119(e); and (Yes/No)
        - Support the achievement of 1 or more performance targets of the State established under 23 U.S.C. 150. (Yes/No)
        - This project is not a project eligible under title 23 of the U.S. Code or otherwise subject to the requirements of title 23 of the U.S. Code.
    - Limitation on Operating Expenses Attestation (only for Urbanized Formula Grants, Fixed Guideway Capital Investment Grants, Formula Grants for Rural Areas, State of Good Repair Grants, or Grants for Buses and Bus Facilities): The SLFRF funds associated with this project are not being used for operating expenses.
- EC 9.2: Surface Transportation Projects Not Receiving Funding from DOT (Streamlined Framework)
    - Select the eligible project type from the 2023 RAISE Grant NOFO for which the recipient is using SLFRF funds.
        - Highway, bridge, or other road projects eligible under title 23 of the U.S. Code
        - Public transportation projects eligible under chapter 53 of title 49, U.S.C.
        - Passenger and freight rail transportation projects
        - Port infrastructure investments (including inland port infrastructure and land ports of entry)
        - The surface transportation components of an airport project eligible for assistance under part B of subtitle VII of title 49, U.S.C.
        - Intermodal projects

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- Projects to replace or rehabilitate a culvert or prevent stormwater runoff for the purpose of improving habitat for aquatic species while advancing the goals of the RAISE program
- Projects investing in surface transportation facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government
- Public road and non-motorized projects that are not otherwise eligible under title 23, United States Code
- Transit-oriented development projects
- Mobility on-demand projects that expand access and reduce transportation cost burden
- Planning projects

- For States using funds for projects eligible under title 23 of the U.S. Code or otherwise subject to the requirements of title 23 of the U.S. Code, select whether the project will:
  - Demonstrate progress in achieving a state of good repair as required by the State's asset management plan under 23 U.S.C. 119(e); and (Yes/No)
  - Support the achievement of 1 or more performance targets of the State established under 23 U.S.C. 150. (Yes/No)
  - This project is not a project eligible under title 23 of the U.S. Code or otherwise subject to the requirements of title 23 of the U.S. Code.
- Environmental Impact Attestation: The entire project scope is limited to the set of actions or activities identified by DOT as meeting the criteria for categorical exclusion as listed under 23 CFR 771.116(c)(1)-(22), 771.117(c)(1)-(30), and 771.118(c)(1)-(16). These actions do not involve unusual circumstances, as described in 23 CFR 771.116(b), 771.117(b), and 771.118(b).
- Requirements Attestation: The project satisfies the requirements of titles 23, 40, and 49 of the U.S. Code that apply to this project and the associated DOT implementing regulations.
- Limitation on Operating Expenses Attestation (only for Urbanized Formula Grants, Fixed Guideway Capital Investment Grants, Formula Grants for Rural Areas, State of Good Repair Grants, or Grants for Buses and Bus Facilities): The SLFRF funds associated with this project are not being used for operating expenses.

- For EC 9.3: Non-federal share requirements for a Surface Transportation project or repaying a TIFIA loan
  - Select the DOT program for which you are using SLFRF funds to satisfy non-federal share requirements or to repay a TIFIA loan
    - INFRA Grants
    - Fixed Guideway Capital Investment Grants
    - Mega Grants
    - Projects eligible for credit assistance under the TIFIA program
    - Repayment of TIFIA loan
  - FAIN number(s) for associated DOT projects

14. Title I (EC 10) – *Collection began October 2023 (see supplemental guidance related to environmental review requirements):*
    - Environmental Review Type: Indicate the type of environmental review required by the project:
      - Exempt Activity (per 24 CFR 58.34(a))

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  - Categorically Excluded and not subject to 24 CFR 58.5 (per 24 CFR 58.35(b)) with no extraordinary circumstances (per 24 CFR 58.35(c))
  - Other - Upload the Treasury Approved Environmental Certification, Treasury Approved Public Notice, Treasury Approved Proof of Posting Public Notice and Treasury Approved Authority to Use Grant Funds Notice. *(See supplemental guidance related to environmental review requirements).*
- Supplement, Not Supplant Attestation: The SLFRF funds used for this project are supplementing not supplanting other federal, state, territorial, Tribal, and local government funds (as applicable) otherwise available for such uses.
- Requirements Attestation: The project satisfies the requirements of title I of the Housing and Community Development Act of 1974 that apply to this project and the associated HUD implementing regulations.
- Does this Title I project relate to broadband infrastructure? (Yes/No).
- For non-Tribal government recipients:
  - Designate which of the three National Objectives the project aligns to:
    - Benefit low- and moderate-income persons
    - Prevent of eliminate slums or blight
    - Meet other particularly urgent community development needs
  - Labor Standards Attestation: All labor standards requirements applicable under this eligible use category have been satisfied by the recipient.
  - For Tribal government recipients: Are you satisfying the definition of "low and moderate income" for the primary objective requirement based on project beneficiaries receiving or being eligible to receive needs-based services provided by the Tribe, instead of relying on Census data? Needs-based services are defined as services administered by the Tribal government on the basis of an individual's income.
  - If yes: Attestation: The project beneficiaries are receiving or are eligible to receive needs-based services provided by the Tribal government.

15. Costs Associated with Satisfying Certain Legal and Administrative Requirements of the SLFRF Program After December 31, 2024 (EC 7.3) – *Collection began in July 2024:*

Recipients may use this EC to report estimated expenses of certain legal and administrative costs to be expended after the obligation deadline. These expenses are discussed in FAQ 17.10, and include:

- Reporting and compliance requirements, including subrecipient monitoring
- Single Audit costs
- Record retention and internal control requirements
- Property standards
- Environmental requirements, including applicable requirements of the National Environmental Policy Act, section 106 of the National Historic Preservation Act, the Archaeological Resources Protection Act of 1979, and the Native American Graves Protection and Repatriation Act
- Civil rights and nondiscrimination requirements

Please note this is not an exhaustive list of the legal and administrative requirements that are considered obligated. In addition, please note that relevant expenses under this EC do not include all legal and administrative expenses, but only those relating to a requirement under federal law or regulation or a provision of the SLFRF award terms and conditions to which the recipient becomes subject as a result of receiving or expending SLFRF funds.

Recipients should only report such expenses if they are not obligated and reported through another mechanism, such as a contract, subaward, interagency agreement, or personnel cost estimate, as discussed above in section c.

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Recipients may report relevant expenses under this EC in the aggregate through a single project. Recipient should report:

- Estimated expenses to cover relevant legal and administrative requirements of SLFRF in 2025, 2026, and award closeout**
- Current period expenditures pursuant to the estimate*
- Cumulative expenditures pursuant to the estimate*
- Total expenditures exceeding estimate*
- Total reported obligations pursuant to estimate*
- Reason for expenditures exceeding the estimate (if applicable)*
- Description of relevant administrative and legal expenses
- Explanation of how the figure for the estimated funds to cover relevant administrative and legal expenses was determined**

* Figures denoted by an asterisk (*) will be zero in the Q2-Q4 2024 reporting periods.
** Figures denoted by two asterisks (**) will be locked for editing after the applicable reporting period covering obligations through December 31, 2024.
Certain fields listed above will be added to the Project & Expenditure Report in 2025.

If a recipient reports expenditures that exceed the amount of the initial estimate, the recipient must manually sum the amount of the estimate and the total expenditures exceeding the estimate, and input the resulting figure as the "Total reported obligation pursuant to the estimate." By doing so, Treasury considers the recipient to be confirming that (1) those expenditures are only for eligible legal and administrative costs, as described in FAQ 17.10, and (2) that a valid obligation was incurred for those expenditures by December 31, 2024.

The Project & Expenditure Report will prompt the recipient to report "subaward data" for individuals or entities expected to be paid pursuant to the estimate of relevant administrative and legal expenses reported under this expenditure category. Because the recipient may not have precise identifying information for the individuals or entities which will eventually receive payments pursuant to the estimate, in the intervening period, the recipient may enter a single "Direct Payment" entry that provides the address and other information of the agency, department, or part of government responsible for undertaking such administrative and legal expenses. As discussed in the Obligation IFR and elaborated in FAQ 17.10, relevant expenses under EC 7.3 are considered obligated by virtue of a federal law or regulation or a provision of the SLFRF award terms and conditions to which the recipient becomes subject as a result of receiving or expending SLFRF funds. Therefore, recipients are not required to independently meet the obligation requirement via a subaward, contract, or other similar transaction requiring payment for such expenditures. Reporting such expenditures as obligated through a Direct Payment serves as a placeholder given that the estimated expenditures are already considered obligated. Recipients will have the ability to add additional subaward-type entries after the obligation deadline for reporting expenditures made for relevant administrative and legal purposes pursuant to the estimate. Recipients should add such entries after the expenditures are made. As with all other expenditures, recipients should ensure that all expenditures made pursuant to the estimate are reported to Treasury with the applicable identifying information.

Alongside these reporting requirements, a recipient must document and keep on file a reasonable justification for how the estimate was determined. This reasonable justification is distinct from the explanation of how the estimate was determined, which will be submitted in the Project & Expenditure Report. The explanation submitted in the Project & Expenditure Report should provide a summary of how the recipient calculated the estimate. The reasonable justification kept on file may include a discussion of the recipient's expectations

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that eligible administrative and legal costs will continue to be paid in future periods and may include relevant documentation.

In determining an appropriate estimate for eligible expenses, a recipient may wish to consult the following sections of the Uniform Guidance:

- 2 CFR 200.403 – Factors affecting allowability of costs
- 2 CFR 200.404 – Reasonable costs
- 2 CFR 200.430(i) – Standards for Documentation of Personnel Expenses

I. Required Programmatic Data for Water, Sewer, and Broadband Infrastructure Projects (EC 5): For all projects listed under the Water, Sewer, and Broadband Expenditure Categories (see Appendix 1), more detailed project-level information is required. Each project will be required to report expenditure data as described above, but will also report the following information:

1. All water, sewer, and broadband infrastructure projects (EC 5) – *Collection began in January 2022:*
   - Projected/actual construction start date (month/year)
   - Projected/actual initiation of operations date (month/year)
   - Location
   - For projects over $10 million (based on expected total cost):
     a. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
        - The number of employees of contractors and sub-contractors working on the project;
        - The number of employees on the project hired directly and hired through a third party;
        - The wages and benefits of workers on the project by classification; and
        - Whether those wages are at rates less than those prevailing.[20]

        Recipients must maintain sufficient records to substantiate this information upon request.
     b. A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
        - How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
        - How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

[20] As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed.

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- How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
- Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
- Whether the project has completed a project labor agreement.

c. Whether the project prioritizes local hires.
d. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

2. Water and sewer projects (EC 5.1-5.18) *Required once the project starts:*
   - National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund) (*Collection began in January 2022)*
   - Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund) (*Collection began January 2022)*
   - Median Household Income of service area *(Collection began in April 2022)*
   - Lowest Quintile Income of the service area *(Collection began in April 2022)*

3. Broadband projects (EC 5.19-5.21) *Collection includes new fields that began in July 2022. Additional fields will be phased in through future reporting periods, as noted below.*

   Overall Project Information
   - Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
     - If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
     - Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
   - Confirm that the service provider for the project has, or will upon completion of the project, either participated in the Federal Communications Commission (FCC)'s Affordable Connectivity Program (ACP) or otherwise provided access to a broad-based affordability program that provides benefits to households commensurate with those provided under the ACP to low-income consumers in the proposed service area of the broadband infrastructure *(applicable only to projects that provide service to households).*

   Detailed Project Information
   - Project technology type(s) (Planned/Actual)
     - Fiber
     - Coaxial Cable
     - Terrestrial Fixed Wireless
     - Other (specify)
   - Total miles of fiber deployed (Planned/Actual)
   - Total number of funded locations served (Planned/Actual)
     - Total number of funded locations served, broken out by speeds:
       - Pre-SLFRF Investment:
         - Number receiving 25/3 Mbps or below
         - Number receiving between 25/3 Mbps and 100/20 Mbps
       - Post-SLFRF Investment (Planned/Actual):
         - Number receiving minimum 100/100 Mbps

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        - Number receiving minimum 100/20 Mbps and scalable to minimum 100/100 Mbps
    - Total number of funded locations served, broken out by type (Planned/Actual):
        - Residential
            - Total Housing Units
        - Business
        - Community anchor institution
- Speed tiers offered, corresponding non-promotional prices, including associated fees, and data allowance for each speed tier of broadband service (*collection to be phased in a future reporting period)*

Location-by-Location Project Information
For each location served by a Project, the recipient must collect from the subrecipient or contractor and submit the following information to Treasury using a predetermined file format that will be provided by Treasury (*collection of certain fields will begin in October 2022, as specified below*):

- Latitude/longitude at the structure where service will be installed (*required starting October 2022)*Technology used to offer service at the location (*required starting October 2022)*
- Location type (*required starting October 2022)*
    - Residential
        - If Residential, Number of Housing Units
    - Business
    - Community anchor institution
- Speed tier at the location pre-SLFRF investment (*collection to be phased in)*
    - 25/3 Mbps or below
    - Between 25/3 Mbps and 100/20 Mbps
- Speed and latency at the location post-SLFRF investment (*collection to be phased in)*
    - Maximum download speed offered
    - Maximum download speed delivered
    - Maximum upload speed offered
    - Maximum upload speed delivered
    - Latency
- Standardized FCC Identifiers
    - Fabric ID # (Broadband Serviceable Fabric Locations)
    - FCC Issued Provider ID #

m. Additional Required Programmatic Data for States, U.S. territories, and metropolitan cities and counties with a population that exceeds 250,000 residents only: As noted in the Recovery Plan Performance Report section of this guidance, states, U.S. territories, and metropolitan cities and counties with a population over 250,000 are required to provide additional data in the Project and Expenditure report for projects in the following expenditure categories. Treasury recognizes that recipients are reporting a broad set of projects under the following expenditure categories. It may be the case that a recipient is reporting a project under an expenditure category that is an eligible use of SLFRF funds for that expenditure category, in accordance with the 2022 final rule, but is not designed to meet the associated performance indicators. In these instances, recipients may report a "0" in these data fields. As described in the Performance Report section of the Recovery Plan Performance Report section, recipients have discretion on the full suite of performance indicators for inclusion in their Recovery Plans, including the list of required data for each expenditure category, where relevant.

1. Use of Evidence (for relevant ECs noted in Appendix 1)—*Collection began April 2022*

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- The dollar amount of the total project spending that is allocated towards evidence-based interventions
- Whether a program evaluation of the project is being conducted

2. Household Assistance (EC 2.2), Long-Term Housing Security (EC 2.15-2.16) and Housing Support (EC 2.17-2.18):
   - Number of households receiving eviction prevention services (including legal representation)
   - Number of affordable housing units preserved or developed

3. Assistance to Unemployed or Underemployed Workers (EC 2.10) and Community Violence Interventions (EC 1.11):
   - Number of workers enrolled in sectoral job training programs
   - Number of workers completing sectoral job training programs
   - Number of people participating in summer youth employment programs

4. Addressing Educational Disparities (EC 2.24-2.26) and Addressing Impacts of Lost Instructional Time (EC 2.27):
   - Number of students participating in evidence-based tutoring programs[21]

5. Healthy Childhood Environments (EC 2.11-2.14):
   - Number of children served by childcare and early learning services (pre-school/pre-K/ages 3-5)
   - Number of families served by home visiting

n. NEU Documentation (NEUs only): Each NEU is also required to provide the following information once its accounts are established in Treasury's Reporting Portal and prior to the due date for their first Project and Expenditure Report (due April 30, 2022):
   - Copy of the signed award terms and conditions agreement (which was signed and submitted to the State as part of the request for funding)
   - Copy of the signed assurances of compliance with Title VI of the Civil Rights Act of 1964 (which was signed and submitted to the State as part of the request for funding)
   - Copy of actual budget documents validating the top-line budget total provided to the State as part of the request for funding

   NEU accounts are established in Treasury's Portal based on information provided by the States or territories, as further described in Section Part 2 D below.

C. Recovery Plan Performance Report

States, territories, and metropolitan cities and counties with a population that exceeds 250,000 residents (i.e., Tier 1 recipients) will also be required to publish and submit to Treasury a Recovery Plan performance report ("Recovery Plan"). Each Recovery Plan must be posted on an easily discoverable webpage on the public-facing website of the recipient by the same date the recipient submits the report to Treasury. Treasury recommends that Recovery Plans be accessible within three clicks or fewer from the homepage of the recipient's website. Within Treasury's reporting portal, recipients must upload a link to the publicly available Recovery Plan and provide required data.

The Recovery Plan provides the public and Treasury both retrospective and prospective information on the projects recipients are undertaking or planning to undertake with program funding and how

[21] For more information on evidence-based tutoring programs, refer to the U.S. Department of Education's 2021 ED COVID-19 Handbook (Volume 2), which summarizes research on evidence-based tutoring programs (see the bottom of page 20.

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they are planning to ensure program outcomes are achieved in an effective, efficient, and equitable manner. While this guidance outlines some minimum requirements for the Recovery Plan, each recipient is encouraged to add information to the plan that they feel is appropriate to provide information to their constituents on efforts they are taking to respond to the pandemic and promote economic recovery. Each jurisdiction may determine the general form and content of the Recovery Plan, as long as it includes the minimum information required by Treasury. Treasury provided a template (located at www.treasury.gov/SLFRP) but recipients may modify this template as appropriate for their jurisdiction, provided the modified template meets Treasury's requirements, outlined below. Through the Recovery Plan, recipients may link to public documents, including, but not limited to, legislation, dashboards, survey results, community engagement reports, and equity frameworks to support the Recovery Plan narrative. The Recovery Plan should include key performance indicators identified by the recipient and some mandatory indicators identified by Treasury, as noted below.

The initial Recovery Plan covered the period from the date of award to July 31, 2021 and was required to be submitted to Treasury by August 31, 2021, or 60 days after receiving funding. Thereafter, the Recovery Plan will cover a 12-month period and recipients are required to submit the report to Treasury after the end of the 12-month period by July 31. The Recovery Plan should include both retrospective information covering the time period of the Recovery Plan along with prospective information on future work to be undertaken with SLFRF funds or on the planning that has been undertaken during the covered period. **Table 5** summarizes the report timelines:

Table 5 Recovery Plan Timeline

Annual Report	Period Covered	Due Date
1	Award Date – July 31, 2021	August 31, 2021 or 60 days after receiving funding
2	July 1, 2021 – June 30, 2022	July 31, 2022
3	July 1, 2022 – June 30, 2023	July 31, 2023
4	July 1, 2023 – June 30, 2024	July 31, 2024
5	July 1, 2024 – June 30, 2025	July 31, 2025
6	July 1, 2025 – June 30, 2026	July 31, 2026
7	July 1, 2026 – December 31, 2026	April 30, 2027

Recovery Plans submitted as part of reporting are used by Treasury, third party organizations, the public, and other stakeholders to obtain a comprehensive understanding of SLFRF's largest recipients' planned and actual usage of SLFRF funding, including the jurisdiction's policy goals, its strategy for achieving them, and specific projects or initiatives underway. Alignment of data reported in Project and Expenditure reports and Recovery Plans is expected by both Treasury and SLFRF's many stakeholders. Finally, Recovery Plans will be posted publicly by Treasury to provide transparency about how program funds are being used by recipient governments.

The Recovery Plan must include, at a minimum, the following information:

1. Executive Summary

In this section, recipients should provide a high-level overview of the jurisdiction's intended and actual uses of funding including, but not limited to: the jurisdiction's strategy, goals, and plan for using Fiscal Recovery Funds to respond to the pandemic and promote economic recovery, key outcome goals, progress to date on those outcomes, and any noteworthy challenges or opportunities identified during the reporting period.

2. Uses of Funds

In this section, recipients should describe in further detail the strategy and goals of their jurisdiction's SLFRF program, such as how their jurisdiction's approach would help support a strong and equitable

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recovery from the COVID-19 pandemic and economic downturn. Recipients should describe how their intended and actual uses of funds will achieve their goals. Given the broad eligible uses of funds established by the 2022 final rule and the 2023 IFR and the specific needs of different jurisdictions, recipients should also explain how the funds would support the communities, populations, or individuals in their jurisdiction. Recipients should describe how their use of funds supports their overall strategy and goals in the following areas:

a. Public Health (EC 1): As relevant, describe how funds are being used to respond to COVID-19, the broader health impacts of COVID-19, and the COVID-19 public health emergency, including community violence interventions and behavioral health.
b. Negative Economic Impacts (EC 2): As relevant, describe how funds are being used to respond to negative economic impacts of the COVID-19 public health emergency, including services to households (such as affordable housing, job training, and childcare), small businesses, non-profits, and impacted industries.
c. Public Health-Negative Economic Impact: Public Sector Capacity (EC 3): As relevant, describe how funds are being used to support public sector workforce and capacity, including public sector payroll, rehiring of public sector workers, and building of public sector capacity.
d. Premium Pay (EC 4): As relevant, describe the approach, goals, and sectors or occupations served in any premium pay program. Describe how the approach prioritizes low-income workers and/or any particular group of eligible workers.
e. Water, sewer, and broadband infrastructure (EC 5): As relevant, describe the approach, goals, and types of projects being pursued. Where relevant, recipients should note how projects contribute to addressing climate change and/or how projects benefit disadvantaged communities in line with the Justice40 Initiative.[22]
f. Revenue Replacement (EC 6): Describe the loss in revenue, including if electing the standard allowance, due to the COVID-19 public health emergency, and how funds have been used to provide government services, including any funds used under revenue loss for non-federal cost-share or matching requirements of other federal programs.
g. Emergency Relief from Natural Disasters (EC 8): As relevant, describe how funds are being used to provide emergency relief from natural disasters that have occurred or are expected to occur imminently, or are threatened to occur in the future.
h. Surface Transportation (EC 9): As relevant, describe how funds are being used to support projects eligible under the 26 transportation programs specified in the Consolidated Appropriations Act, 2023.
i. Title I (EC 10): As relevant, describe how funds are being used for activities that are eligible under section 105(a) of the Housing and Community Development Act of 1974 (Title I projects), which are the activities eligible under the Community Development Block Grant (CDBG) and Indian Community Development Block Grant (ICDBG) programs.

If appropriate, recipients may also include information on their jurisdiction's use (or planned use) of other federal recovery funds, including other programs under the American Rescue Plan such as Emergency Rental Assistance, the Homeowner Assistance Fund, the Capital Projects Fund, the State Small Business Credit Initiative, and so forth, to provide broader context on the overall approach for pandemic recovery. Jurisdictions may also address use of SLFRF funds in coordination with, or in preparation for, funding available through the Infrastructure Investment and Jobs Act.

3. Promoting equitable outcomes

[22] See Executive Order 14008, on Tackling the Climate Crisis at Home and Abroad; OMB, CEQ, & CPO, M-21-28,Interim Implementation Guidance for the Justice40 Initiative (July 20, 2021) https://www.whitehouse.gov/wp-content/uploads/2021/07/M-21-28.pdf; OMB, CEQ, & CPO, M-23-09, Addendum to the Interim Implementation Guidance for the Justice40 Initiative, M-21-28, on using the Climate and Economic Justice Screening Tool (CEJST) (Jan. 27, 2023), https://www.whitehouse.gov/wp-content/uploads/2023/01/M-23-09_Signed_CEQ_CPO.pdf

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Treasury encourages uses of funds that advance strong, equitable growth, including economic and racial equity. For the purposes of the SLFRF, equity is described in the Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, as issued on January 20, 2021. Recipients also are encouraged to review the definition and discussion of equity in Executive Order 14091, Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, as issued on February 16, 2023.

In this section, recipients should describe, as applicable, their efforts to promote equitable outcomes, including economic and racial equity, and their efforts to design, implement, and measure their SLFRF program and projects with equity in mind.

In describing their efforts to **design** their SLFRF program and projects with equity in mind, recipients may consider the following:

a. Goals: Are there particular historically underserved, marginalized, or adversely affected groups that recipients intend to serve within their jurisdiction?
b. Awareness: How equitable and practical is the ability for residents or businesses to become aware of the services funded by SLFRF?
c. Access and Distribution: Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?
d. Outcomes: How are intended outcomes focused on closing gaps and/or reaching universal levels of service? How is the considering disaggregating outcomes by race, ethnicity, and other equity dimensions where relevant for the policy objective?

In describing their efforts to **implement** their SLFRF program and projects with equity in mind, recipients may consider the following:

a. Goals and Targets: Please describe how planned or current uses of funds prioritize economic and racial equity as a goal, name specific targets intended to produce meaningful equity results at scale, and include initiatives to achieve those targets.
b. Project Implementation: In addition, please explain how the jurisdiction's overall equity strategy translates into focus areas for SLFRF projects and the specific services or programs offered by the jurisdiction in the following Expenditure Category, as indicated in the 2022 final rule.

    Negative Economic Impacts (EC 2): assistance to households, small businesses, and non-profits to address impacts of the pandemic, which have been most severe among low-income populations. This includes assistance with food, housing, and other needs; employment programs for people with barriers to employment who faced negative economic impacts from the pandemic (such as residents of low-income neighborhoods, minorities, disconnected youth, the unemployed, formerly incarcerated people, veterans, and people with disabilities); services to provide long-term housing security and housing supports, address educational disparities, or provide child care and early learning services; and other strategies that provide impacted and disproportionately impacted communities with services to address the negative economic impacts of the pandemic

The first annual Recovery Plan, due in 2021, was required to describe initial efforts and intended outcomes to promote equity, as applicable. Beginning in 2022, each annual Recovery Plan must provide an update, using qualitative and quantitative data, on how the recipients' approach achieved or promoted equitable outcomes or progressed against equity goals during the performance period, as applicable. Each jurisdiction should describe any constraints or challenges that impacted project success in terms of increasing equity. In particular, this section should describe the geographic and demographic distribution of funding, including whether it is targeted toward traditionally marginalized communities (recipients may reference the demographic data information in their Project and Expenditure Reports as relevant).

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4. Community Engagement

In this section, recipients should describe how their jurisdiction's planned or current use of funds incorporates community engagement strategies including written feedback through surveys, project proposals, and related documents; oral feedback through community meetings, issue-specific listening sessions, stakeholder interviews, focus groups, and additional public engagement; as well as other forms of input, such as steering committees, taskforces, and digital campaigns that capture diverse feedback from the community. Recipients may describe completed or planned community engagement strategies specifically focused on their SLFRF program and projects or community engagement strategies that included SLFRF among other government programs. Recipients should also describe how community engagement strategies support their equity goals, including engagement with communities that have historically faced significant barriers to services, such as people of color, people with low incomes, limited English proficient populations, and other traditionally underserved groups.

5. Labor Practices

In this section, recipients should describe workforce practices on any infrastructure projects or capital expenditures being pursued. How are projects using strong labor standards to promote effective and efficient delivery of high-quality infrastructure projects while also supporting the economic recovery through strong employment opportunities for workers? For example, report whether any of the following practices are being utilized: project labor agreements, community benefits agreements, prevailing wage requirements, and local hiring.

6. **Use of Evidence**

In this section of the Recovery Plan, recipients should describe whether and how evidence-based interventions and/or program evaluation are incorporated into their SLFRF program. Recipients may include links to evidence standards, evidence dashboards, evaluation policies, and other public facing tools that are used to track and communicate the use of evidence and evaluation for Fiscal Recovery Funds. Recipients are encouraged to consider how a learning agenda, either narrowly focused on SLFRF or broadly focused on the recipient's broader policy agenda, could support their overarching evaluation efforts in order to create an evidence-building strategy for their jurisdiction.[23]

In the Project Inventory section of the Recovery Plan (see Section 8 below), recipients should identify whether SLFRF funds are being used for evidence-based interventions[24] and/or if projects are being evaluated through rigorous program evaluations that are designed to build evidence. In the Project Inventory, recipients must briefly describe the goals of the project and the evidence base for the interventions funded by the project. As part of the Project Inventory section, recipients must also specifically identify the dollar amount of the total project spending that is allocated towards evidence-based interventions for each project in the Expenditure Categories noted with an asterisk in Appendix 1. Please note that to increase consistency, the Project and Expenditure report now also includes fields for recipients to identify the dollar amount of the total project spending that is allocated to evidence-based interventions and to indicate if a program evaluation of the project is being conducted.

Recipients are encouraged to reference relevant evidence clearinghouses, among other sources, to assess the level of evidence for their interventions and identify evidence-based models that could be applied in their jurisdiction; such evidence clearinghouses include the U.S. Department of Education's What Works Clearinghouse, the U.S. Department of Labor's CLEAR, and the Childcare & Early Education Research Connections and the Home Visiting Evidence of Effectiveness clearinghouses from Administration for Children and Families, as well as other clearinghouses relevant to particular projects conducted by the recipient.

Recipients are exempt from reporting on evidence-based interventions in cases where a program evaluation is being conducted. In such cases where a recipient is conducting a program evaluation,

[23] For more information on learning agendas, please see OMB M-19-23

[24] As noted in Appendix 2, evidence-based refers to interventions with strong or moderate levels of evidence.

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recipients must describe the evaluation design, including whether it is a randomized or quasi-experimental design; the key research questions being evaluated; whether the study has sufficient statistical power to disaggregate outcomes by demographics; and the timeframe for the completion of the evaluation (including a link to the completed evaluation if relevant).[25] Once the evaluation has been completed, recipients must post the evaluation publicly and link to the completed evaluation in the Recovery Plan. Once an evaluation has been completed (or has sufficient interim findings to determine the efficacy of the intervention), recipients should determine whether the spending for the evaluated interventions should be counted towards the dollar amount categorized as evidence-based for the relevant project.

For all projects, recipients may be selected to participate in a national evaluation, which might, for example, study their project along with similar projects in other jurisdictions that are focused on the same set of outcomes. In such cases, recipients may be asked to share information and data that is needed for the national evaluation.

Appendix 2 contains additional information on evidence-based interventions for the purposes of the Recovery Plan.

7. Performance Report

In this section, recipients should describe how performance management is incorporated into their SLFRF program, including how they are tracking their overarching jurisdictional goals for these funds as well as measuring results for individual projects. The recipient has flexibility in terms of how this information is presented in the Recovery Plan, and may report key performance indicators for each project, or may group projects with substantially similar goals and the same outcome measures. In some cases, the recipient may choose to include some indicators for each individual project as well as crosscutting indicators. Recipients may include links to performance management dashboards, performance management policies, and other public facing tools that are used to track and communicate the performance of Fiscal Recovery Funds. In addition to outlining in this section their high-level approach to performance management, recipients must also include key performance indicators for each SLFRF project in the Project Inventory section (described below in #8).

Performance indicators should include both output and outcome measures. Output measures, such as the number of students enrolled in an early learning program, provide valuable information about the early implementation stages of a project. Outcome measures, such as the percent of students reading on grade level, provide information about whether a project is achieving its overall goals. Recipients are encouraged to use logic models[26] to identify their output and outcome measures.

While the initial Recovery Plan focused heavily on early output goals, recipients should include the related outcome goal for each project and provide updated information on achieving these outcome goals in subsequent annual reports. In cases where recipients are conducting a program evaluation for a project (as described above), the outcome measures in the performance report should be aligned with those being evaluated in the program. As described in the 2022 final rule, to support their performance measurement and program improvement efforts, recipients are permitted to use funds to make improvements to data or technology infrastructure and data analytics, as well as perform program evaluations.

While recipients have discretion on the full suite of performance indicators to include, a number of mandatory performance indicators and programmatic data must be included. These are necessary to allow Treasury to conduct oversight as well as understand and aggregate program outcomes across recipients. This section provides an overview of the mandatory performance indicators and programmatic data. This information should be included in the Project Inventory, but this data will also

[25] For more information on the required standards for program evaluation, see OMB M-20-12.
[26] A logic model is a tool that depicts the intended links between program investments and outcomes, specifically the relationships among the resources, activities, outputs, outcomes, and impact of a program.

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need to be entered directly into the Treasury reporting portal as part of the Project and Expenditure report, as Treasury has added these fields (for Tier 1 recipients only) to the Project and Expenditure report. Below is a list of required data for each Expenditure Category, where relevant.

a. Household Assistance (EC 2.2), Long-Term Housing Security (EC 2.15-2.16) and Housing Support (EC 2.17-2.18):
   - Number of households receiving eviction prevention services (including legal representation)
   - Number of affordable housing units preserved or developed

b. Assistance to Unemployed or Underemployed Workers (EC 2.10) and Community Violence Interventions (EC 1.11):
   - Number of workers enrolled in sectoral job training programs
   - Number of workers completing sectoral job training programs
   - Number of people participating in summer youth employment programs

c. Addressing Educational Disparities (EC 2.24-2.26) and Addressing Impacts of Lost Instructional Time (EC 2.27):
   - Number of students participating in evidence-based tutoring programs[27]

d. Healthy Childhood Environments (EC 2.11-2.14):
   - Number of children served by childcare and early learning services (pre-school/pre-K/ages 3-5)
   - Number of families served by home visiting

The initial report should have included the key indicators above. Each annual report thereafter should include updated data for the performance period as well as prior period data, and a brief narrative adding any additional context to help the reader interpret the results and understand any changes in performance indicators over time. To the extent possible, Treasury also encourages recipients to provide data disaggregated by race, ethnicity, gender, income, and other relevant factors.

8. Project Inventory

In this section, recipients should list the name and provide a brief description of each SLFRF funded project. Projects are defined as a grouping of closely related activities that together are intended to achieve a specific goal or are directed toward a common purpose. These activities can include new or existing eligible government services or investments funded in whole or in part by SLFRF funding.

For each project, recipients should include the project name, funding amount, identification number (the same identification number created by the recipient that matches the identification number used in the quarterly Project and Expenditure Report), project Expenditure Category (see Appendix 1), and a description of the project that includes an overview of the main activities of the project, approximate timeline, primary delivery mechanisms and partners, and intended outcomes. Each jurisdiction should also include a link to the website of the project if available. This information will provide context and additional detail for the information reported quarterly in the Project and Expenditure Report.

For infrastructure projects, where relevant, recipients should describe how the project contributes to addressing climate change and/or advances the Justice40 Initiative[28], which sets a target of providing 40 percent of the overall benefits of certain federal investments, including climate and clean energy investments to disadvantaged communities.

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[27] For more information on evidence-based tutoring programs, refer to the U.S. Department of Education's 2021 ED COVID-19 Handbook (Volume 2), which summarizes research on evidence-based tutoring programs (see the bottom of page 20.).

[28] See Executive Order 14008, On Tackling the Climate Crisis at Home and Abroad and the Interim Implementation Guidance for the Justice40 Initiative, OMB M-21-28.

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As noted above in section 6, the Project Inventory must also include information about the dollar amount of the total project spending that is allocated towards evidence-based interventions (or describe how projects are being evaluated as noted above). As described above in section 7, the Project Inventory must also contain information about the performance indicators for each project, including both those measures that recipients have defined for each project as well as the mandatory performance indicators defined by Treasury.

Recipients have flexibility in the presentation and format of their Project Inventory, provided it includes the minimum required information. Recipients have the option of downloading a spreadsheet of the information entered into their Project and Expenditure Report to assist them in creating the Project Inventory in their Recovery Plan. However, recipients must ensure that their Project Inventory contains the additional information required by this guidance, including but not limited to information about performance measures and evidence/evaluation for each project. In all cases, recipients must post publicly (and submit to Treasury) a single PDF file of their Recovery Plan, which includes the Project Inventory.

D. Distributions to NEUs

Each state and territory is required to provide regular updates on their NEU distributions as well as their distributions to units of general local government within counties that are not units of general local government. The distribution template generally requests information on whether the local government has (1) received funding; (2) declined funding and requested a transfer to the state under Section 603(c)(4) of the Act; or (3) not taken action on its funding or declined funding.

For NEUs, states and territories should be prepared to report on their information, including the following:

- NEU name
- NEU UEI number
- NEU Taxpayer Identification Number (TIN)
- NEU Recipient Number (a unique identification code for each NEU assigned by the State or territory to the NEU as part of the request for funding)
- NEU contact information (e.g., address, point of contact name, point of contact email address, and point of contact phone number)
- NEU authorized representative name and email address
- Initial allocation and, if applicable, subsequent allocation to the NEU (before application of the 75 percent cap)
- Total NEU reference budget (as submitted by the NEU to the State or territory as part of the request for funding)
- Amount of the initial and, if applicable, subsequent allocation above 75 percent of the NEU's reference budget which will be returned to Treasury
- Payment amount(s)
- Payment date(s)

States with "weak" minor civil divisions (i.e., Illinois, Indiana, Kansas, Missouri, Nebraska, North Dakota, Ohio, and South Dakota) should also list any minor civil divisions that the state deemed ineligible.

For each eligible NEU that declined funding and requested a transfer to the state under Section 603(c)(4) of the Social Security Act, the state or territory must also attach a form signed by the NEU, as detailed in the Guidance on Distributions of Funds to Non-Entitlement Units of Local Government.

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Appendix 1: Expenditure Categories

Treasury's 2022 final rule provides greater flexibility and simplicity for recipients to fight the pandemic and support families and businesses struggling with its impacts, maintain vital services amid revenue shortfalls, and build a strong, resilient, and equitable recovery. As such, recipients began reporting on a broader set of eligible uses and associated Expenditure Categories ("EC"), starting with the April 2022 Project and Expenditure Report than they did in their interim reports, initial Recovery Plans, and January 2022 Project and Expenditure Report. The table below includes the ECs from the 2022 final rule, as well as a reference to previous ECs aligned with the 2021 IFR and used for reporting before this date.

Treasury's 2023 IFR describes how recipients may use SLFRF funds to provide emergency relief from natural disasters, build surface transportation infrastructure, and support community development. This table was updated in September 2023 to reflect the new eligible uses described in the 2023 IFR.

The ECs listed below must be used to categorize each project as noted in Part 2 above. The term "Expenditure Category" refers to the detailed level (e.g., 1.1 COVID-19 Vaccination). When referred to as a category (e.g., EC 1) it includes all ECs within that level.

*Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions (see Use of Evidence section above for details)

^Denotes areas where recipients must report on whether projects are primarily serving disproportionately impacted communities (see Project Demographic Distribution section above for details)

Expenditure Category	EC[29]	Previous EC[30]
1: Public Health		
COVID-19 Mitigation & Prevention		
COVID-19 Vaccination^	1.1	1.1
COVID-19 Testing^	1.2	1.2
COVID-19 Contact Tracing^	1.3	1.3
Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)*^	1.4	1.4
Personal Protective Equipment^	1.5	1.5
Medical Expenses (including Alternative Care Facilities)^	1.6	1.6
Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)^	1.7	1.8
COVID-19 Assistance to Small Businesses^	1.8	-
COVID 19 Assistance to Non-Profits^	1.9	-
COVID-19 Aid to Impacted Industries^	1.10	-
Community Violence Interventions		
Community Violence Interventions*^	1.11	3.16
Behavioral Health		
Mental Health Services*^	1.12	1.10
Substance Use Services*^	1.13	1.11
Other		
Other Public Health Services^	1.14	1.12

[29] Under the 2022 final rule to be used starting with April 2022 reports or the 2023 IFR to be used starting with the October 2023 reports

[30] Under the 2021 IFR to be used in Interim Report and January 2022 Project and Expenditure Report

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Expenditure Category	EC[29]	Previous EC[30]
Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency	-	1.7
2: Negative Economic Impacts		
Assistance to Households		
Household Assistance: Food Programs*^	2.1	2.1
Household Assistance: Rent, Mortgage, and Utility Aid*^	2.2	2.2
Household Assistance: Cash Transfers*^	2.3	2.3
Household Assistance: Internet Access Programs*^	2.4	2.4
Household Assistance: Paid Sick and Medical Leave^	2.5	-
Household Assistance: Health Insurance*^	2.6	-
Household Assistance: Services for Un/Unbanked*^	2.7	-
Household Assistance: Survivor's Benefits^	2.8	-
Unemployment Benefits or Cash Assistance to Unemployed Workers*^	2.9	2.6
Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives)*^	2.10	2.7
Healthy Childhood Environments: Child Care*^	2.11	3.6
Healthy Childhood Environments: Home Visiting*^	2.12	3.7
Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System*^	2.13	3.8
Healthy Childhood Environments: Early Learning*^	2.14	3.1
Long-term Housing Security: Affordable Housing*^	2.15	3.10
Long-term Housing Security: Services for Unhoused Persons*^	2.16	3.11
Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities*^	2.17	-
Housing Support: Other Housing Assistance*^	2.18	3.12
Social Determinants of Health: Community Health Workers or Benefits Navigators*^	2.19	3.14
Social Determinants of Health: Lead Remediation*^	2.20	3.15
Medical Facilities for Disproportionately Impacted Communities^	2.21	-
Strong Healthy Communities: Neighborhood Features that Promote Health and Safety^	2.22	-
Strong Healthy Communities: Demolition and Rehabilitation of Properties^	2.23	-
Addressing Educational Disparities: Aid to High-Poverty Districts^	2.24	3.2
Addressing Educational Disparities: Academic, Social, and Emotional Services*^	2.25	3.3
Addressing Educational Disparities: Mental Health Services*^	2.26	3.4
Addressing Impacts of Lost Instructional Time^	2.27	-
Contributions to UI Trust Funds^	2.28	2.8
Assistance to Small Businesses		
Loans or Grants to Mitigate Financial Hardship^	2.29	2.9
Technical Assistance, Counseling, or Business Planning*^	2.30	
Rehabilitation of Commercial Properties or Other Improvements^	2.31	-
Business Incubators and Start-Up or Expansion Assistance*^	2.32	
Enhanced Support to Microbusinesses*^	2.33	
Assistance to Non-Profits		
Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)^	2.34	2.10
Aid to Impacted Industries		
Aid to Tourism, Travel, or Hospitality^	2.35	2.11

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Expenditure Category	EC[29]	Previous EC[30]
Aid to Other Impacted Industries^	2.36	2.12
Other		
Economic Impact Assistance: Other*^	2.37	2.13
Household Assistance: Eviction Prevention*^	-	2.5
Education Assistance: Other*^	-	3.5
Healthy Childhood Environments: Other*^	-	3.9
Social Determinants of Health: Other*^	-	3.13
3: Public Health-Negative Economic Impact: Public Sector Capacity		
General Provisions		
Public Sector Workforce: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers	3.1	1.9
Public Sector Workforce: Rehiring Public Sector Staff	3.2	2.14
Public Sector Workforce: Other	3.3	-
Public Sector Capacity: Effective Service Delivery	3.4	7.2
Public Sector Capacity: Administrative Needs	3.5	-
4: Premium Pay		
Public Sector Employees	4.1	4.1
Private Sector: Grants to Other Employers	4.2	4.2
5: Water, Sewer, and Broadband Infrastructure		
Water and Sewer		
Clean Water: Centralized Wastewater Treatment	5.1	5.1
Clean Water: Centralized Wastewater Collection and Conveyance	5.2	5.2
Clean Water: Decentralized Wastewater	5.3	5.3
Clean Water: Combined Sewer Overflows	5.4	5.4
Clean Water: Other Sewer Infrastructure	5.5	5.5
Clean Water: Stormwater	5.6	5.6
Clean Water: Energy Conservation	5.7	5.7
Clean Water: Water Conservation	5.8	5.8
Clean Water: Nonpoint Source	5.9	5.9
Drinking water: Treatment	5.10	5.10
Drinking water: Transmission & Distribution	5.11	5.11
Drinking water: Lead Remediation, including in Schools and Daycares	5.12	5.12
Drinking water: Source	5.13	5.13
Drinking water: Storage	5.14	5.14
Drinking water: Other water infrastructure	5.15	5.15
Water and Sewer: Private Wells	5.16	-
Water and Sewer: IIJA Bureau of Reclamation Match	5.17	-
Water and Sewer: Other	5.18	-
Broadband		
Broadband: "Last Mile" projects	5.19	5.16
Broadband: IIJA Match	5.20	-
Broadband: Other projects	5.21	5.17
6: Revenue Replacement		
Provision of Government Services	6.1	6.1
Non-federal Match for Other Federal Programs	6.2	-
7: Administrative		
Administrative Expenses	7.1	7.1
Transfers to Other Units of Government	7.2	7.3
Transfers to Non-entitlement Units (States and territories only)	-	7.4

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Expenditure Category	EC[29]	Previous EC[30]
Costs Associated with Satisfying Certain Legal and Administrative Requirements of the SLFRF Program After December 31, 2024	7.3	
8: Emergency Relief from Natural Disasters		
Temporary Emergency Housing	8.1	-
Food Assistance	8.2	-
Financial Assistance for Lost Wages	8.3	-
Other Immediate Needs: Emergency Protective Measures	8.4	-
Other Immediate Needs: Debris Removal	8.5	-
Other Immediate Needs: Public Infrastructure Repair	8.6	-
Other Immediate Needs: Home Repairs for Uninhabitable Primary Residences	8.7	-
Other Immediate Needs: Cash Assistance for Uninsured or Underinsured Expenses	8.8	-
Other Immediate Needs: Cash Assistance for Low Income Households	8.9	-
Other Immediate Needs: Increased Operational and Payroll Costs	8.10	-
Other Emergency Relief: Natural Disaster that Has Occurred/Expected to Occur Imminently	8.11	-
Mitigation Activities	8.12	
Other Emergency Relief: Natural Disaster that is Threatened to Occur in the Future	8.13	-
9: Surface Transportation projects		
Surface Transportation Projects receiving funding from DOT	9.1	-
Surface Transportation Projects not receiving funding from DOT: Streamlined Framework	9.2	-
Non-federal share requirements for a Surface Transportation project or repaying a TIFIA loan	9.3	-
10: Title I projects		
Acquisition of real property	10.1	-
Acquisition, construction, reconstruction, or installation of public works, sites, or other public purposes	10.2	-
Code enforcement in deteriorated or deteriorating areas	10.3	-
Clearance, demolition, removal, reconstruction, and rehabilitation	10.4	-
Removal of barriers restricting mobility and accessibility of elderly and handicapped persons	10.5	-
Payments to housing owners for losses of rental income for holding units for relocation of displaced persons	10.6	-
Disposition or retention of real property	10.7	-
Provision of public services	10.8	-
Payment of non-federal match or cost-share requirements of a federal financial assistance program in support of activities that would be eligible under Title I	10.9	-
Payment of the cost of completing a project funded under title I of the Housing Act of 1949	10.10	
Relocation payments and assistance for displaced individuals, families, businesses, organizations, and farm operations	10.11	-
Community development plan or policy-planning-management capacity development	10.12	-
Payment of reasonable administrative costs related to establishing and administering federally approved enterprise zones, administering the HOME program, or planning and executing community development and housing activities.	10.13	-

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Expenditure Category	EC[29]	Previous EC[30]
Provision of assistance for activities carried out by public or private nonprofit entities	10.14	-
Assistance to carry out a neighborhood revitalization or community economic development or energy conservation project, or for development of shared housing opportunities	10.15	-
Development of energy use strategies	10.16	-
Assistance to private, for-profit entities to carry out economic development projects	10.17	-
Rehabilitation or development of housing assisted under 42 U.S.C. 1437o	10.18	-
Technical assistance to public or nonprofit entities to increase their capacity to carry out neighborhood revitalization or economic development activities	10.19	-
Housing services	10.20	-
Assistance to institutions of higher education	10.21	-
Assistance to public and private organizations, agencies, and other entities to facilitate economic development	10.22	-
Activities necessary to make essential repairs and to pay operating expenses to maintain habitability of housing units acquired through tax foreclosure proceedings	10.23	-
Direct assistance to facilitate and expand homeownership	10.24	-
Construction or improvement of tornado-safe-shelters and assistance to nonprofit and for-profit entities for such construction or improvement	10.25	-
Lead-based paint hazard evaluation and reduction	10.26	-

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Treasury has prepared the additional guidance below to support recipients in implementing the new expenditure categories. This table includes only those previous expenditure categories that are changing under the new structure, aligned with the 2022 final rule.

January 2022 Expenditure Categories	April 2022 Guidance
1: Public Health	
1.7 Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency	EC removed, capital expenditures can be designated in any relevant PH-NEI EC (e.g., new hospital wing would be tracked under EC 1.4)
1.8 Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)	EC is 1.7
1.9 Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19	EC is 3.1
1.10 Mental Health Services*	EC is 1.12
1.11 Substance Use Services*	EC is 1.13
1.12 Other Public Health Services	EC is 1.14
2: Negative Economic Impacts	
2.5 Household Assistance: Eviction Prevention	EC is now included as part of 2.2
2.6 Unemployment Benefits or Cash Assistance to Unemployed Workers*	EC is 2.9
2.7 Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)*^	EC is 2.10
2.8 Contributions to UI Trust Funds	EC is 2.28
2.9 Small Business Economic Assistance (General)*^	If public-health related (e.g., providing rapid tests for small businesses), EC is 1.8; if related to negative economic impact eligible use (e.g., grants, technical assistance, rehabilitation, incubators, or microbusinesses), EC is 2.29-2.33
2.10 Aid to Nonprofit Organizations*	If public-health related (e.g., providing rapid tests for non-profits), EC is 1.9; if related to negative economic impact (e.g., grants to stabilize non-profit budget), EC is 2.34
2.11 Aid to Tourism, Travel, or Hospitality	EC is 2.35
2.12 Aid to Other Impacted Industries	EC is 2.36
2.13 Other Economic Support*^	EC is 2.37, re-named Other Economic Impact
2.14 Rehiring Public Sector Staff	EC is 3.2
3: Services to Disproportionately Impacted Communities	
3.1 Education Assistance: Early Learning*^	EC is 2.14
3.2 Education Assistance: Aid to High-Poverty Districts ^	EC is 2.24
3.3 Education Assistance: Academic Services*^	EC is 2.25, social and emotional services will now be tracked under this EC
3.4 Education Assistance: Social, Emotional, and Mental Health Services*^	EC is 2.26, if social and emotional services, EC is 2.25;
3.5 Education Assistance: Other*^	EC is 2.37, collected under Other Economic Impact

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January 2022 Expenditure Categories	April 2022 Guidance
3.6 Healthy Childhood Environments: Child Care*^	EC is 2.11
3.7 Healthy Childhood Environments: Home Visiting*^	EC is 2.12
3.8 Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System*^	EC is 2.13
3.9 Healthy Childhood Environments: Other*^	EC is 2.37, collected under Other Economic Impact
3.10 Housing Support: Affordable Housing*^	EC is 2.15
3.11 Housing Support: Services for Unhoused Persons*^	EC is 2.16
3.12 Housing Support: Other Housing Assistance*^	EC is 2.18
3.13 Social Determinants of Health: Other*^	EC is 2.37, collected under Other Economic Impact
3.14 Social Determinants of Health: Community Health Workers or Benefits Navigators*^	EC is 2.19
3.15 Social Determinants of Health: Lead Remediation^	EC is 2.20
3.16 Social Determinants of Health: Community Violence Interventions*^	EC is 1.11
5: Infrastructure	
5.16 Broadband: "Last Mile" projects	EC is 5.19
5.17 Broadband: Other projects	EC is 5.20
7: Administrative	
7.2 Evaluation and Data Analysis	EC is 3.4 and has been renamed Effective Service Delivery
7.3 Transfers to Other Units of Government	EC is 7.2
7.4 Transfers to Non-entitlement Units (States and territories only)	To be separately reported as part of NEU/Non-UGLG module. Refer to Part 2 Section D.

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Appendix 2: Evidenced-Based Intervention Additional Information

What is evidence-based?
For the purposes of the SLFRF, with the exception of investments in educational services (see additional information below), evidence-based refers to interventions with strong or moderate evidence as defined below:

Strong evidence means that the evidence base can support causal conclusions for the specific program proposed by the applicant with the highest level of confidence. This consists of one or more well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes.

Moderate evidence means that there is a reasonably developed evidence base that can support causal conclusions. The evidence base consists of one or more quasi-experimental studies with positive findings on one or more intended outcomes OR two or more non-experimental studies with positive findings on one or more intended outcomes. Examples of research that meet the standards include: well-designed and well-implemented quasi-experimental studies that compare outcomes between the group receiving the intervention and a matched comparison group (i.e., a similar population that does not receive the intervention).

Preliminary evidence means that the evidence base can support conclusions about the program's contribution to observed outcomes. The evidence base consists of at least one non-experimental study. A study that demonstrates improvement in program beneficiaries over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn about and improve program operations would constitute preliminary evidence. Examples of research that meet the standards include: (1) outcome studies that track program beneficiaries through a service pipeline and measure beneficiaries' responses at the end of the program; and (2) pre- and post-test research that determines whether beneficiaries have improved on an intended outcome.

For investments in educational services, "evidence-based", consistent with the American Rescue Plan Act, has the meaning in section 8101(21) of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6301 *et seq.*). Please see page 16 of this Frequently Asked Questions resource on the Department of Education's Elementary and Secondary School Emergency Relief Programs and Governor's Emergency Education Relief Programs for more information.

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Appendix 3: Expenditure Categories aligned with the 2021 Interim Final Rule

1: Public Health	
1.1	COVID-19 Vaccination ^
1.2	COVID-19 Testing ^
1.3	COVID-19 Contact Tracing
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5	Personal Protective Equipment
1.6	Medical Expenses (including Alternative Care Facilities)
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10	Mental Health Services*
1.11	Substance Use Services*
1.12	Other Public Health Services
2: Negative Economic Impacts	
2.1	Household Assistance: Food Programs* ^
2.2	Household Assistance: Rent, Mortgage, and Utility Aid* ^
2.3	Household Assistance: Cash Transfers* ^
2.4	Household Assistance: Internet Access Programs* ^
2.5	Household Assistance: Eviction Prevention* ^
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers*
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)* ^
2.8	Contributions to UI Trust Funds
2.9	Small Business Economic Assistance (General)* ^
2.10	Aid to Nonprofit Organizations*
2.11	Aid to Tourism, Travel, or Hospitality
2.12	Aid to Other Impacted Industries
2.13	Other Economic Support* ^
2.14	Rehiring Public Sector Staff
3: Services to Disproportionately Impacted Communities	
3.1	Education Assistance: Early Learning* ^
3.2	Education Assistance: Aid to High-Poverty Districts ^
3.3	Education Assistance: Academic Services* ^
3.4	Education Assistance: Social, Emotional, and Mental Health Services* ^
3.5	Education Assistance: Other* ^
3.6	Healthy Childhood Environments: Child Care* ^
3.7	Healthy Childhood Environments: Home Visiting* ^
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^
3.9	Healthy Childhood Environments: Other* ^
3.10	Housing Support: Affordable Housing* ^
3.11	Housing Support: Services for Unhoused Persons* ^

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3.12	Housing Support: Other Housing Assistance* ^
3.13	Social Determinants of Health: Other* ^
3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators* ^
3.15	Social Determinants of Health: Lead Remediation ^
3.16	Social Determinants of Health: Community Violence Interventions* ^
4: Premium Pay	
4.1	Public Sector Employees
4.2	Private Sector: Grants to Other Employers
5: Infrastructure	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure
5.16	Broadband: "Last Mile" projects
5.17	Broadband: Other projects
6: Revenue Replacement	
6.1	Provision of Government Services
7: Administrative	
7.1	Administrative Expenses
7.2	Evaluation and Data Analysis
7.3	Transfers to Other Units of Government
7.4	Transfers to Non-entitlement Units (States and territories only)
7.5	Costs Associated with Satisfying Certain Legal and Administrative Requirements of the SLFRF Program After December 31, 2024

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Revision Log

Version	Date Published	Summary of changes
1.0	June 17, 2021	Initial publication
1.1	June 24, 2021	• Pg. 12, removed references to "summary" level with respect to reporting by Expenditure Categories in the Interim Report to avoid confusion. • Pg. 13, revised the coverage period end date for the Interim Report from June 30, 2021 to July 31, 2021 to align with the IFR. • Pg. 13, removed references to "summary" level with respect to reporting by Expenditure Categories in the Interim Report to avoid confusion. • Pg. 31, removed references to "summary level" with respect to Expenditure Categories in Appendix 1 to avoid confusion.
1.1	September 30, 2021	• Announced the extension in the Project and Expenditure Report submission date, originally due on October 31, 2021.
2.0	November 5, 2021	• Updated Subrecipient Monitoring section to clarify beneficiaries and recipients. • Updated references to 2021 Interim Final Rule comment period as comment period is closed. • Updated reporting tiers, thresholds and timelines in Part 2 Table 2, Reporting Requirements by recipient type, as well as Part 2 A and Part 2 B. • Updated reporting periods for Interim Report and Project and Expenditure reports. • Added concept of Adopted Budget to Project and Expenditure Report data fields. • Noted phase in of Required Programmatic Data in the Project and Expenditure Report. • Removed certain data fields from the Ineligible Activities: Tax Offset Provision under the Recovery Plan. • Separated reporting of NEU Distributions (for States and territories) from the Interim Report and Project and Expenditure Reports as information will be provided on an ongoing basis.
2.1	November 15, 2021	• Updated pages 9 and 11 to note that civil rights certification is not applicable to Tribal Governments.
3.0	February 28, 2022	• Updated to incorporate reporting updates under the 2022 final rule
4.0	June 10, 2022	• Updated Recovery Plan guidance to incorporate minor revisions • Updated language around certain data fields that were required for April 2022 reporting • Updated data fields for Ineligible Activities: Tax Offset Provision for the Project and Expenditure report • Updated Broadband data fields
4.1	June 17, 2022	• Updated clerical errors in Ineligible Activities: Tax Offset Provision
4.2	August 15, 2022	• Updated to clarify resources for Uniform Guidance applicability and add a reference to an alternative to the Single Audit available for eligible recipients
5.0	September 20, 2022	• Updated to note phase in of broadband location by location data fields
5.1	June 1, 2023	• Updated to include Fabric ID and Provider ID fields for broadband location by location data collection.

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Version	Date Published	Summary of changes
5.2	September 27, 2023	• Updated to reflect changes from the 2023 Interim Final Rule • Updated reporting related to subrecipients' Unique Entity Identifier (UEI)
5.3	November 30, 2023	• Additional guidance associated with additional programmatic data (performance indicators) required from Tier 1 recipients
5.4	December 14, 2023	• Update related to Unique Entity Identifier (UEI) requirements
6.0	March 28, 2024	• Updated to reflect new expenditure category from the Obligation IFR: Costs associated with satisfying certain legal and administrative requirements under the SLFRF award • Updated upload requirement for certain Title I projects
7.0	June 28, 2024	• Updated to reflect requirements for reporting estimates for personnel costs, contract change order and contingency costs, and certain administrative and legal costs to be expended after the obligation deadline • Updated to reflect requirements for reporting the obligation of funds via interagency agreements
8.0	October 15, 2024	• Updated to reflect discussion in the P&E User Guide on how recipients should report projects under the revenue loss eligible use category • Updated to provide clarity on how recipients should report "subaward type" information for certain estimated expenses • Updated to provide clarity regarding obligation of administrative costs
9.0	December 19, 2024	• Updated to clarify how recipients may report reclassification of funds (pp. 8, 13) • Updated to reflect change to Single Audit threshold in Uniform Guidance (p. 16) • Updated to reflect how recipients may report expenditures related to certain estimates after December 31, 2024 (pp. 23-25, 41-42)

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Attachment 3

ARPA 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 (CSLFRF), which included two hundred forty (240) billion dollars for state, territorial, local, and Tribal governments that are being used to fight the pandemic and accelerate local economic recovery.

MANDATORY CONTRACT PROVISIONS FOR ARP ACT EXPENDITURES:

Procurement processes for expenditures using American Rescue Plan Act (ARPA) funds generally follow state and local rules. In most cases, city procurement policies will satisfy the federal requirements. One notable difference is that federal procurement regulations mandate specific contract provisions in certain circumstances. There are no requirements for contracts or expenditures of less than $10,000. However, using ARPA funds for contracts in excess of $10,000 triggers the mandatory contract provisions in 2 CFR Part 200, Appendix II.

Most contract provisions are required only on those exceeding $100,000 or those for construction projects of any amount. However, mandatory contract provisions will apply if a city obligates ARPA funds to a contract that exceeds $100,000.

For ease of administration, below is an explanation of the mandatory contract provisions and model language necessary for compliance with federal law disclosures.

2 C.F.R. PART 200: APPENDIX II, CONTRACT PROVISIONS

- For contracts over $10,000, cities must include a provision that addresses termination for cause and convenience by the local government, including the process for termination and the basis for settlement.
- For contracts over $100,000, cities must include a provision that addresses administrative, contractual, or legal remedies if a contractor violates or breaches the contract, including sanctions and penalties for the breach.
- In accepting the ARPA award, local governments agreed to include an EEO statement in any federally assisted construction contract defined in 41 CFR Part 60-1.3. A federally assisted construction contract is defined as follows:

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Any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the government or borrowed on the credit of the government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an

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investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering

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agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contracts that are in excess of $100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Palmdale shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contractor any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any

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subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Contracts and subgrants in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations of the Clean Air Act and Federal Water Pollution Control Act.

CLEAN AIR ACT

(1) The 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) The 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) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The 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) The 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) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Cities cannot award a contract to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352: Contractors that apply for a bid or award exceeding $100,000 must file the required certification 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. Cities should include the Byrd Anti-Lobbying contract clause is as follows:

> Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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 recipient.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166,directives, circulars, policies, memoranda, and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon

Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

> The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.

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Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

The Catalogue of Federal Domestic Assistance (CFDA) Number for the State and Local Fiscal Recovery Funds is 21.027.

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 are 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.

CONTRACTOR, in the performance of this Contract and as a sub-recipient of ARPA funds, as well as all of its subcontractors, must comply with the following:

1. CONTRACTOR, and any and all of its subcontractors, must ensure that they do not deny benefits, services or otherwise discriminate on the basis of race, color, national origin

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(including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) in accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d-1 *et seq*., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 *et seq*., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 *et seq*., and the Department implementing regulations at 31 CFR part 23. CONTRACTOR will be required to submit data showing compliance with the above.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower-tier covered transactions. (2 C.F.R. Part 180, subpart B) and that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

5. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 CFR Part 200 Appendix II.

6. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

7. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

8. New Restrictions on Lobbying, 31 C.F.R. Part 21

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42U.S.C. §§ 4601-4655) and implementing regulations.

10. Section 2 CFR 200.323 regarding Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (EPA guidelines at 40 CFR Part 247).

11. Section 200.322 of 2 CFR 200.322, Domestic preferences for procurements.

12. Generally applicable federal environmental laws and regulations.

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Record of Signing (1-2)

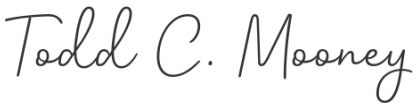
For
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Signing date: 5/5/2025
IP Address: 206.171.111.149
Email: sreyes@cityofpalmdale.org

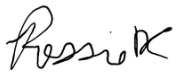
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Email: tmooney@kbblaw.com

For
Name
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SigningID: 02zpcyWFfj0BsBwgiygWHC
Signing date: 5/5/2025
IP Address: 108.147.175.95
Email: rossie@act4avyouth.org

For
Name
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Signing date: 5/7/2025
IP Address: 69.164.143.100
Email: olivia@act4avyouth.org

For
Name
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Signed on 2025-05-08 13:54:02 GMT

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IP Address: 72.111.98.115
Email: amhalfman@harperburns.com

For
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Signed on 2025-05-08 17:39:48 GMT

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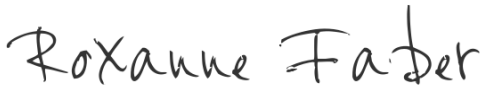
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Email: rfaber@cityofpalmdale.org

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ORIGINAL

DREAM VILLAGE GRANT AGREEMENT
(A-8464)

This DREAM VILLAGE GRANT AGREEMENT (this "**Agreement**") is dated for reference purposes as of August 16, 2023, and is entered into by and between the CITY OF PALMDALE, a charter city of the State of California ("**City**"), and ADVANCING COMMUNITIES TOGETHER, a California nonprofit public benefit corporation ("**ACT**"), who agree as follows:

RECITALS

A. On July 17, 2023, ACT submitted to City a proposal (the "**Proposal**"), attached hereto as Exhibit A and incorporated herein by this reference.

B. Under the Proposal, ACT would develop and operate a 20-unit crisis interim housing program (the "**Dream Village**") at ACT's property at 38626 9th St. E, Palmdale, California 93550 and at three ACT-owned lots adjacent thereto (collectively, the "**Property**").

C. In connection with the Proposal, ACT concurrently submitted to City a budget (the "**Budget**"), attached hereto as Exhibit B and incorporated herein by this reference.

D. The Budget sets forth ACT's proposed use of funds for the development of the Dream Village at the Property.

E. ACT requests that City provide the amount set forth in the Budget: $781,817.

F. City was awarded $35,445,019 in American Rescue Plan Act ("**ARPA**") funds ("**ARPA Funds**") through the United States Department of the Treasury.

G. Among the eligible uses of ARPA Funds is (i) to make necessary investments in water, sewer, or broadband infrastructure and (ii) to respond to public health and negative economic impacts of the pandemic in disproportionately impacted communities (youth and low-income communities).

H. In order to make necessary investments in water, sewer, or broadband infrastructure and to respond to public health and negative economic impacts of the pandemic in disproportionately impacted communities (youth and low-income communities), City desires to grant to ACT the sum of $781,817 to be used to develop the Dream Village at the Property (the "**Dream Village Grant**").

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CITY AND ACT HEREBY AGREE AS FOLLOWS:

TERMS

1. The foregoing Recitals are true and correct and are a substantive part of this Agreement.

2. City shall make the Dream Village Grant to ACT. All proceeds of the Dream Village Grant shall be used solely to reimburse ACT for ACT's costs of developing the Dream Village at the Property, and all expenditures shall be supported by customary invoices, lien releases, *etc.* From time to time, ACT may request to draw upon the Dream Village Grant in accordance with the Budget: the initial draw is estimated to be $390,050, the second draw request is estimated to be for $305,060.98, and the third draw request is estimated to be for $86,705, each of the latter two to be accompanied by documentation of previous expenditures made prior to such new draw(s) being approved and released. As soon as practicable, the parties hereto shall develop and implement a report, which shall be due on the 5th day of each calendar month, to track draw requests submitted, funds disbursed, Budget line items funded, and the outstanding balance, with regard to the Dream Village Grant.

3. ACT shall develop and operate the Dream Village consistent with the Proposal and in conformity with all applicable laws, including all applicable federal and state labor standards, including, without limitation, the requirement to pay not less than the wages prevailing in the locality as determined by the United States Secretary of Labor pursuant to the Davis Bacon Act (40 U.S.C. 276a to 276a-5), if applicable, to pay state prevailing wages, if applicable, to comply with the sub-recipient reporting requirements of ARPA which requirements are further set forth in Exhibit C, attached hereto and incorporated herein by this reference, if applicable, and, if applicable, to comply with the beneficiary reporting requirements of ARPA as required by 31 CFR Title 35, which requirements are further set forth in Exhibit D, attached hereto and incorporated herein by this reference.

4. ACT agrees to carry out development, construction (as defined by applicable law) and operation of the Dream Village on the Property, including, without limitation, any and all public works (as defined by applicable law), in conformity with all applicable local, state and federal laws, including, without limitation, all applicable federal and state labor laws (including, without limitation, any requirement to pay state prevailing wages). ACT expressly acknowledges and agrees that City has never previously affirmatively represented to ACT or its contractor(s) for the Dream Village in writing or otherwise, in a call for bids or otherwise, that the work to be covered by the bid or contract is not a "public work", as defined in Section 1720 of the California Labor Code. ACT agrees that ACT shall have the obligation to provide any and all disclosures, representations, statements, rebidding, and/or identifications which may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. ACT agrees that ACT shall have the obligation to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the California Civil Code, California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. ACT agrees that ACT

shall have the obligation, at ACT's sole cost, risk and expense, to obligate any party as may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. ACT shall indemnify, protect, defend and hold harmless City and its elected officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including labor costs, penalties, reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction (as defined by applicable law) and/or operation of the Dream Village, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by ACT of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Sections 1726 and 1781 of the California Labor Code, as the same may be enacted, adopted or amended from time to time, or any other similar law; (3) failure by ACT to provide any required disclosure, representation, statement, rebidding and/or identification which may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law; (4) failure by ACT to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the California Civil Code, California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law; (5) failure by ACT to obligate any party as may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. It is agreed by the parties hereto that, in connection with the development, construction (as defined by applicable law) and operation of the Dream Village, including, without limitation, any public work (as defined by applicable law), ACT shall bear all risks of payment or non-payment of state prevailing wages and/or the implementation of California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law; and/or (6) noncompliance with ARPA. "Increased costs" as used in this Section shall have the meaning ascribed to it in California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Agreement.

5. ACT acknowledges that, but for the execution of this Agreement, City would not make the Dream Village Grant.

6. The Dream Village Grant need not be repaid to City. Notwithstanding the foregoing, the Dream Village Grant shall be immediately repaid by ACT to City in the event that ACT is in default of any provision of this Agreement, and fails to cure such default within 10 days after receiving notice.

7. The funds used by City to make the Dream Village Grant shall be ARPA Funds. Accordingly, ACT agrees for itself, its successors and assigns that the use of the Dream Village Grant funds shall be for purposes permitted by ARPA and for no other purpose.

8. Due to the significant size of City's Dream Village Grant, ACT's extensive work to develop the Dream Village at the Property, and the value of the Dream Village to the community, it is anticipated that ACT will operate and maintain the Dream Village at the Property for as long as possible (*i.e.,* 10 years, assuming that adequate funding for operations from Los Angeles Homeless Services Authority (and/or other agencies) is obtained). If and when ACT ceases to operate the Dream Village at the Property, then ACT shall promptly surrender to City ownership and possession of the modular units for placement and use thereof elsewhere, at City's discretion.

9. ACT hereby agrees to pay all costs and expenses, including reasonable attorneys' fees, which may be incurred by City, in the enforcement of this Agreement or any term or provision hereof.

10. Upon the failure of ACT to perform or observe any other term or provision of this Agreement, City may exercise its rights or remedies hereunder.

11. If the rights created by this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable as to any part of the obligations described herein, then the remaining obligations shall be completely performed.

12. This Agreement may not be changed orally, but only by an amendment in writing signed by ACT and City.

[remainder of page intentionally left blank]

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

Executed in Palmdale, California, as of the date first set forth above.

"ACT"

Date: 8/10/2023

ADVANCING COMMUNITIES TOGETHER,
a California nonprofit public benefit corporation

By: _____
Name: Rossie D. Cherry
Its: Chief Executive Officer

By: _____
Name: Olivia Cherry
Its: Executive Director

*In accordance with California Corporations Code Section 313, this document must be executed by the Corporation's Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations' Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.

[Signatures Continue on Following Page]

"CITY"

CITY OF PALMDALE,
a charter city of the State of California

By: _____ Date: 8/21/23
Ronda Perez
City Manager

ATTEST:

By: _____
Roxanne Faber
Acting City Clerk

APPROVED AS TO FORM:

By: _____
William P. Curley III
Interim City Attorney

KANE, BALLMER & BERKMAN
City Special Counsel

By: _____
Todd C. Mooney

Exhibit A

PROPOSAL

[behind this page]

Advancing Communities Together
Transform.Build.Support

Palmdale's Dream Village (Crisis - Interim Housing for Adults) Proposal

UEI: WHQ2RQGDNSQ3

EIN: 45-1745040

Summary of Proposal

Advancing Communities Together (ACT) is pleased to submit this proposal for development and operation of a 20-unit Crisis Interim housing program in the city of Palmdale, called Palmdale's Dream Village.

Over the past several years, our organization has developed, rehabilitated, and currently operate an 11-bed housing facility for Transitional Aged Youth (TAY) and allowed utilization of our main office facility located on 38626 9th St. E, Palmdale, California 93550, to serve as host of Winter Shelter Program's with operation and program services provided by different providers, including Hope of the Valley and Volunteers of America, before, during and after Covid pandemic. During this time, our organization has been a willing partner with City of Palmdale and other community-based organizations, to "see a need, and meet a need," in addressing the concerns of the unhoused, developing quality affordable housing, workforce development, community engagement and public safety. We endeavor to expand our role in this collective partnership with LAHSA, Valley Oasis, and other community partners, including faith-based groups, to provide quality direct services to the unhoused with standards of dignity and consistent, authentic engagement.

We base our plan of support, development and operations, in alignment with recently approved City of Palmdale Homeless plan and related initiatives, providing up to 20 individuals in crisis based interim housing, with safe and supportive housing conditions, community engagement teams from local housing and faith based partners , wrap around services, housing navigation services, case management, family reunification (when appropriate), health and wellness services and various workforce development programs.

Advancing Communities Together (ACT) submits this proposal in support of disproportionately impacted individuals with goals for having a safe place to rest with standards of dignity, purpose, and a solid foundation in which to begin their transition from unhoused to stable and productive residents of Palmdale.

We have partnered and collaborated with community-based organizations, faith-based groups, local, county, state and federal governments and others throughout Los Angeles County seeking to address the needs of many. We seek to expand our role and provide each unhoused person an opportunity to be in an impactful and transformational environment that supports their goals toward stability, utilizing their strengths, resiliency, and community support to achieve their individual goals.

Interim Housing Program Service Plan

In collaboration with community partners, we have developed a plan to address twenty unhoused adult individuals, in a "village like setting," utilizing promising practices, dignity standards and support from LAHSA and other county agencies. We will follow LAHSA's general principles, policies, and standards for program operation, along with other promising practices and ACT's unique way of engaging people and building relationships. We hope to serve sixty individuals per year, utilizing qualified and trained staff, some with "lived experience," providing trauma informed care, strategies of de-escalation, and continued support as they successfully cycle out and into permanent housing solutions or appropriate programs.

ACT proposes to provide and connect eligible, qualified, and interested individuals to participate in a set of program activities/services beyond providing a bed and meal for the night, although those are necessary. Our goal is to communicate and advocate for and for everyone to seek a path toward stability while addressing any challenges and barriers in their lives. Every individual housed in the Dream Village will be treated with respect as we partner with each to set up an action plan (ISTEP) that will be revisited every 90 days.

ACT will provide 3 meals and a healthy snack daily, along with an opportunity to meet formally with a transitional advocate (case manager) to discuss developing an ISTEP plan (Individual Stability & Engagement Plan) which will entail an intake, enrollment, progression, and navigation of needed services (mental health, disability, veteran support, etc.) through city, county, and community-based organizations.

We propose to provide additional to meet the needs of individuals who have pets by including a seventy feet dog run, additional shaded areas, laundry unit with four washer/dryer units, and an onsite Counseling office, plus full-time security and provide a community room for program activities including workshops.

Facility Improvement and site preparation plans:

ACT with its main facility on 9th St E, also owns three adjacent lots totaling over 12,500 square feet. ACT also proposes the City of Palmdale provide funding for facility improvement to have site prepped, electrical, water and sewer lines installed to accommodate each Pallet unit structure. This also includes funding for surveying, engineering for utility and sewer plans, permits, licenses and fees. These Pallet modular units must be connected to water and electricity once site infrastructure is in place to provide running water and lighting to each unit. We propose to develop this site through facility improvements which includes:

a. repairing parking lot and reusing material
b. grading lot to provide a leveled foundation and laying concrete.
c. Architectural and engineering support to design sewer and utilities plan, including electrical to run to each modular unit.
d. Providing persons of lived experience, were disproportionately impacted by Covid pandemic, disadvantaged economically, and resides locally.

ACT proposes the City of Palmdale to provide funding for Pallet Shelter modular units for interim housing campus individuals to utilize. Pallet Shelter (palletshelter.com) products include:

1. 1 two stall hygiene unit with separate toilet, sink and individual shower.
2. 1 ADA accessible, two toilets, sink and 1 shower hygiene unit.
3. 1 Community Activity Room (400 Sq feet) for meals and workshops.
4. 1 Laundry unit (100 sq feet) with 4 washer/dryer stackable sets.
5. 1 Housing Office for case management and 1 on 1 meetings
6. 20 Housing Units (8x8) - These are fire and weather resistant units (up to 170 mph wind loads) and are pre-manufactured and delivered to the facility for installation.
7. Training for ACT facility crews on construction/deconstruction and maintenance of all units.

ACT also proposes for the City of Palmdale to utilize SLFRF resources to fund this project.

According to FINAL RULE for SLFRF funding, the following are eligible uses:

Use of Funds (Obligated by dec 31, 2024 and spent by Dec 31, 2026) and eligibility:

a. To Make necessary investments in water, sewer, or broadband infrastructure.
    1. Develop facility improvements with site prep, engineering, design, and construction to tie in electrical, sewer and water lines for Interim Housing Program to provide modular housing units, bathrooms, showers, and laundry for unhoused.

b. Public health and negative economic Impact or disproportionately impacted communities (youth and low-income communities).
    1. Assistance to nonprofits to provide a service with direct benefit to government and communities. We believe that this project would be a benefit to local government agencies, public safety, health, and wellness of communities and those we intend to serve and will provide additional high wage job opportunities for residents and communities, especially on the east side of Palmdale.

    2. Development of interim housing facilities for individuals who were disproportionally impacted by Covid pandemic includes people of color, immigrants, and low-income residents, especially on the East side of Palmdale where this project will be located.

The Objective

Develop a progressive and stable series of safe housing units that create an environment of dignity, consistent engagement, support, and structure for unhoused to transition from Winter shelter to interim housing to permanent housing within the City of Palmdale.

Pallet shelter structures are cost efficient and can immediately bridge individuals between being unhoused in the streets, desert encampments or in cars, to a more stable and permanent housing solution for adults.

Build 20 Pallet shelter housing units within a "village" of support setting, providing individual interim housing units with all necessary amenities to provide dignity of standards values to participants.

Palmdale's Dream Village along with the twenty individual interim housing units, will also include on campus access to showers and bathroom units (including ADA compliant), laundry facilities, community

building for meetings, workshops and activities, case management office, dog run and offered in a safe and secure environment. All elements that provide formerly unhoused residents with an opportunity to evaluate, plan for, and be safely supported in their progression and journey to stability and permanent housing.

This project will also provide a stable location for outreach teams and case managers to find their clients when needed to continue their services as well as connect residents with new services that require a stable location.

Through ACT'S successful apprenticeship readiness programs collaborating with large employers, American Job, and Career Centers (AJCC), as well local community partners and more, we will create workforce development support and resources, providing jobs and training for the unhoused and disenfranchised, and support their goals toward financial independence, high wages, and stability.

ACT also believes this program will provide other meaningful and impactful outcomes:

- Reduce the unhoused population overall in City of Palmdale.
- Increase access to mental health and substance abuse treatment for those living in encampments.
- Eliminate or reduce desert encampment activities in Palmdale.
- Promote long-term housing stability and support for people experiencing homelessness;
- and Enhance the safety, health, and wellness of neighborhoods for all residents and businesses.

Operations:

ACT will work with local agencies, law enforcement and LAHSA to set policies and procedures that adhere to evidenced based practices with safety for everyone, being a priority. The interim housing campus will be ADA compliant. There are many people experiencing Houselessness who are confined to wheelchairs or are in some way with a challenging handicap so accessibility must be a requirement of the development. Site infrastructure including emergency services access, parking/guest access, handicap accessibility, residential pathways, fire extinguishers, emergency evacuation procedures will be included.

Initial Start Up Development Funds and Drawdowns: ACT humbly request that the City of Palmdale provide initial develop funds for this project once agreements and requirements from ACT are met. These funds will allow ACT to meet a project completion deadline that is aligned with housing needs beginning in November 2023 and fabrication timelines for Pallet housing units, shipping, and installation. In order to meet this expedited timeline, ACT has set a timeline to begin breaking ground on project by August 21 for property improvements and order Pallet housing units by August 25, 2023 in order for fabrication and delivery to take place by start of November 2023 to meet interim housing needs.

Exhibit B

BUDGET

[behind this page]

PDC Dream Village

Project Name:
Developer: **Advancing Communities Together**
Address: **38626 9th St East SITE B, Palmdale, CA 93550** White Cells are Automatically Calculated Values

Uses

Acquisition Costs:

Acquisition: Land	$	-
Acquisition: Buildings		
Total Acquisition:	***$***	**-**

Construction Improvements:

Contract with GC (incl profit, OH, gen conditions)		$	40,000
Bond Premium		$	-
Construction Contingency		$	-
Total Construction:		***$***	***40,000***

Costs:	**Unit**			**Unit Cost**			
Building Permit, License & Fees		$	10,000				
Plumbing Installation	3	$	12,000				
Electrical Installation	25	$	112,500				
Concrete Flat/grading work		$	90,382				
SubTotal		**$**	**224,882**				
Pallet Shelter Cost							
Cost per Housing Shelter Unit	20	$	159,900	$	7,995		
Pallet Laundry Unit	1	$	39,995	$	39,995		
Pallet Community Room (400 sq feet)	1	$	39,999	$	39,999		
Pallet Case Management office	1	$	11,995	$	11,995		
Folding Bunk Bed. Aluminum frame with composite platform,	20	$	7,980	$	399		
120v Electrical Kit w/ 1500w Heater	21	$	29,379	$	1,399		
Mattrees Pad	20	$	5,980	$	299		
A/C and Install Kit 400Sq Community Room	1	$	499	$	499		
AC and Install Kits Housing Shelters	20	$	7,980	$	399		
Assembly Cost for Shelter	20	$	24,200	$	1,200		
Assembly Cost for 400sq Community Room	1	$	6,000	$	6,000		
Shipping and Handling of units	1	$	33,000	$	33,000		

Pallet Tax		$	**34,512**
Total Pallet Cost		$	**401,419**
Other Costs.			
Fencing		$	25,000
4 Stackable washer/dryer units		$	9,000
ADA Ramps		$	5,000
Landscaping and outdoor lighting		$	25,000
SUBTOTAL		$	**64,000**
Total from above		$	**730,301**
Soft Cost Contingency	5%	$	36,515
Developer Fee		$	15,000
Total Soft Costs:		$	***51,515***

Total Development Cost:	$	***781,817***

Initial Start Cost

Total Development Sources:

$ ***781,817***

Palmdale Dream Center

Start Up Cost - Drawdown #1 Dream Village Total:		$390,050
Pallet Shelter	Deposit 50%	$151,853.50
Initial Order of All units		
1. Laundry Unit		
2. Community Room		
3. Case Management Office		
4. Bunk Beds		
5. Electrical Kits w/heaters		
6. Mattress pads		
7. Install Kits Community Rm		
8. A/C and Install Kit shelters		
Fencing to Secure site Pre/Post		$25,000
Outdoor Lighting		$15,000
Building Permits/Licensing/Fees		$10,000
General Contractor Fees	33%	$13,333
Concrete Flatwork/Grading	50%	$45,191
5% Contingency	33%	$12,172
Developer Fees	33%	$5,000
Electrical Installation	50%	112,500
Drawdown #2 Dream Village	Total:	$305,060.98
Pallet Remaining Unit Cost Balance, Taxes and Shippir		$219,365.98
Landscaping/Outdoor Lighting		$10,000

Palmdale Dream Center

Concrete Flat work/Grading	50%		$45,191
General Contractor Fees	33%		$13,333
Developer Fees	33%		$5,000
5% Contingency	33%		$12,171
		0	
Drawdown #3 Dream Village			$86,705
Pallet Assembly Cost (Shelters/Community room)			$30,200
Plumbing Installation			$12,000
			$0
4 Stackable Washer/dryer units			$9,000
ADA Ramps			$5,000
5% Contingency	33%		$12,171
General contractor Fees	33%		$13,334
Developer Fees	33%		$5,000

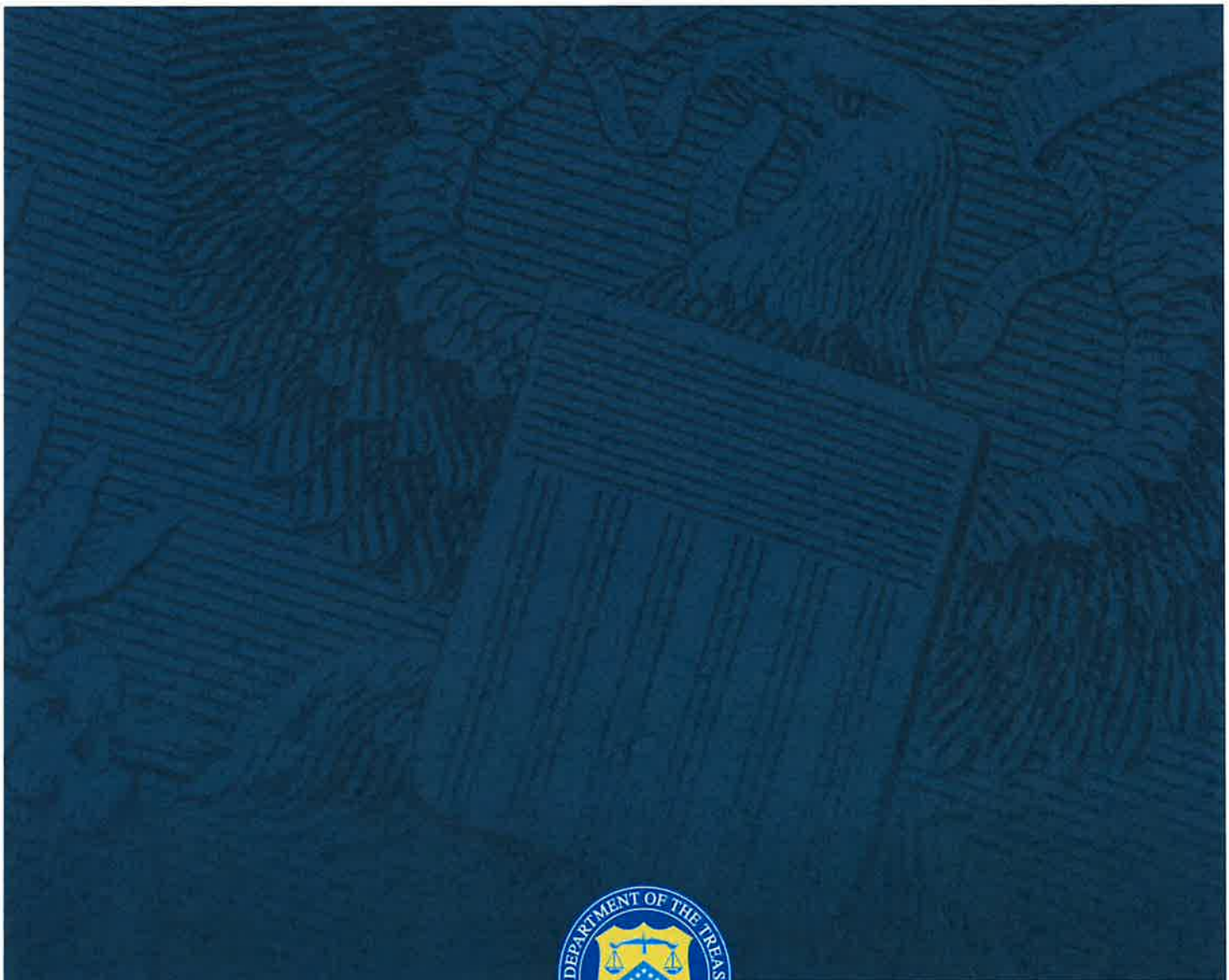
Exhibit C

REPORTING REQUIREMENTS

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Compliance and Reporting Guidance

State and Local Fiscal Recovery Funds



June 6, 2023
Version: 5.1

Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

In May 2021, Treasury published the interim final rule ("IFR") describing eligible and ineligible uses of SLFRF, as well as other program requirements. The initial versions of this Compliance and Reporting guidance reflected the IFR and its eligible use categories. On January 6, 2022, the U.S. Department of the Treasury ("Treasury") adopted the final rule implementing the SLFRF program. The final rule became effective on April 1, 2022. Prior to the final rule effective date, the IFR remained in effect; funds used consistently with the IFR while it was in effect were in compliance with the SLFRF program. However, recipients could choose to take advantage of the final rule's flexibilities and simplifications ahead of the effective date. Recipients may consult the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule* for more information on compliance with the IFR and the final rule.

To support recipients in complying with the final rule, this reporting guidance reflects the final rule and provides additional detail and clarification for each recipient's compliance and reporting responsibilities under the SLFRF program, and should be read in concert with the Award Terms and Conditions, the authorizing statute, the final rule, other program guidance including the Final Rule FAQs, and other regulatory and statutory requirements, including regulatory requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance" or 2 CRF Part 200), and 2021 SLFRF Compliance Supplement – Technical Update and 2022 SLFRF Compliance Supplement. Please see the Assistance Listing in SAM.gov under assistance listing number (formerly known as CFDA number) 21.027 for more information.

Please Note: This guidance document applies to the SLFRF program only and does not change or impact reporting and compliance requirements for the Coronavirus Relief Fund ("CRF") established by the CARES Act.

This guidance includes two parts:

Part 1: General Guidance

This section provides an orientation to recipients' compliance responsibilities and Treasury's expectations and recommends best practices where appropriate under the SLFRF program.

A. Key Principles..... P. 4
B. Statutory Eligible Uses..... P. 4
C. Treasury's Final Rule..... P. 5
D. Uniform Guidance (2 CFR Part 200)..... P. 7
E. Award Terms and Conditions..... P. 11

Part 2: Reporting Requirements

This section provides information on the reporting requirements for the SLFRF program.

A. Interim Report..... P. 16
B. Project and Expenditure Report..... P. 17
C. Recovery Plan Performance Report..... P. 34

Appendix 1: Expenditure Categories..... P. 42
Appendix 2: Evidenced-Based Intervention Additional Information..... P. 47
Appendix 3: Expenditure Categories under the Interim Final Rule..... P. 48

OMB Control Number: 1505-0271

OMB Expiration Date: 04/30/2025

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden for the collections of information included in this guidance is as follows: 30 minutes for Title VI Assurances, 2 hours per response for the Interim Report, 6 hours per response for the Project and Expenditure Report and 100 hours per response for the Recovery Plan Performance Report (if applicable). Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Part 1: General Guidance

This section provides an orientation on recipients' compliance responsibilities and Treasury's expectations and recommended best practices where appropriate under the SLFRF program.

Recipients under the SLFRF program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "SLFRF statute") that receive an SLFRF award. Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

Recipients are accountable to Treasury for oversight of their subrecipients in accordance with 2 CFR 200.332, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's interim final rule and final rule, applicable federal statutes, regulations, and reporting requirements.

A. Key Principles

There are several guiding principles for developing your own effective compliance regimes:

- Recipients and subrecipients are the first line of defense and responsible for ensuring the SLFRF award funds are not used for ineligible purposes, and there is no fraud, waste, or abuse associated with their SLFRF award;
- Many SLFRF-funded projects respond to the COVID-19 public health emergency and meet urgent community needs. Swift and effective implementation is vital, and recipients must balance facilitating simple and rapid program access widely across the community and maintaining a robust documentation and compliance regime;
- Treasury encourages recipients to use SLFRF-funded projects to advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government; and
- Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21.

B. Statutory Eligible Uses

As a recipient of an SLFRF award, your organization has substantial discretion to use the award funds in the ways that best suit the needs of your constituents – as long as such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
4. To make necessary investments in water, sewer, or broadband infrastructure.

Treasury adopted an interim final rule in May 2021 and the final rule on January 6, 2022 to implement these eligible use categories and other restrictions on the use of funds under the SLFRF

program. The final rule took effect on April 1, 2022, and the interim final rule remained in effect until that time, although recipients could choose to take advantage of the final rule's flexibilities and simplifications prior to April 1, 2022. Recipients may consult the Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule for more information on compliance with the interim final rule and the final rule.

It is the recipient's responsibility to ensure all SLFRF award funds are used in compliance with the program's requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. Recipients should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how they have been satisfied as part of their award management, internal controls, and subrecipient oversight and management.

C. Treasury's Final Rule

Treasury's final rule details recipients' compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements.

1. **Eligible and Restricted Uses of SLFRF Funds.** As described in the SLFRF statute and summarized above, there are four enumerated eligible uses of SLFRF award funds. As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility, and must monitor subrecipients' use of SLFRF award funds.

   To help recipients build a greater understanding of eligible uses, Treasury's final rule establishes a framework for determining whether a specific project would be eligible under the SLFRF program, including some helpful definitions. For example, Treasury's final rule establishes:

   - A framework for determining whether a project responds to the COVID-19 public health emergency or its negative economic impacts;
   - Definitions of "eligible employers," "essential work," "eligible workers," and "premium pay" for cases where premium pay is an eligible use;
   - The option to select between a standard amount of revenue loss or complete a full revenue loss calculation of revenue lost due to the COVID-19 public health emergency;
   - A framework for necessary water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds along with certain additional projects, including a wider set of lead remediation and stormwater infrastructure projects and aid for residential wells; and
   - A framework for necessary broadband projects that allows for projects that are designed to provide service of sufficient speeds to eligible areas, as well as an affordability requirement for providers that provide service to households.

   Treasury's final rule also provides more information on important restrictions on use of SLFRF award funds, including that recipients other than Tribal governments may not deposit SLFRF funds into a pension fund; and recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue resulting from the recipient's change in law, regulation, or administrative interpretation. In addition, recipients may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's final rule for more information on these restrictions.

Treasury's final rule outlines that funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, the final rule notes that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget ("OMB") has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations. If a recipient seeks to use SLFRF funds to satisfy match or cost-share requirements for a federal grant program, it should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 CFR 200.306(b) would limit the use of SLFRF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the SLFRF funds for the match or cost-share requirement. SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. For example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects.

2. **Eligible Costs Timeframe.** Your organization, as a recipient of an SLFRF award, may use SLFRF funds to cover eligible costs that your organization incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the recipient State, territorial, local, or Tribal government prior to March 3, 2021 are not eligible, as provided for in Treasury's final rule.

   Recipients may, in certain circumstances, use SLFRF award funds for the eligible use categories described in Treasury's final rule for costs incurred prior to March 3, 2021. Specifically,

   a. Public Health/Negative Economic Impacts: Recipients may use SLFRF award funds to provide assistance to households, small businesses, and nonprofits to respond to the public health emergency or negative economic impacts of the pandemic – such as rent, mortgage, or utility assistance – for costs incurred by the beneficiary (e.g., a household) prior to March 3, 2021, provided that the recipient State, territorial, local or Tribal government did not incur the cost of providing such assistance prior to March 3, 2021.
   b. Premium Pay: Recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency. Such premium pay must be "in addition to" wages and remuneration already received and the obligation to provide such premium pay must not have been incurred by the recipient prior to March 3, 2021.
   c. Revenue Loss: Recipients have broad discretion to use funds for the provision of government services to the extent of reduction in revenue. While calculation of lost revenue is based on the recipient's revenue in the last full fiscal year prior to the COVID-19 public health emergency, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.
   d. Investments in Water, Sewer, and Broadband: Recipients may use SLFRF award funds to make necessary investments in water, sewer, and broadband infrastructure. Recipients may use SLFRF award funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the SLFRF award funds were incurred by the recipient after March 3, 2021.

   Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d). For the purposes of determining expenditure eligibility, Treasury's final rule provides

that "incurred" means the recipient has incurred an obligation, which has the same meaning given to "financial obligation" in 2 CFR 200.1.

3. **Reporting.** Generally, recipients must submit one initial Interim Report, quarterly or annual Project and Expenditure reports which include subaward reporting, and in some cases annual Recovery Plan reports. Treasury's final rule and Part 2 of this guidance provide more detail around SLFRF reporting requirements.

4. **Expenditure Categories**. Treasury's final rule provides greater flexibility and simplicity for recipients to fight the pandemic and support families and businesses struggling with its impacts, maintain vital services amid revenue shortfalls, and build a strong, resilient, and equitable recovery. As such, recipients report on a broader set of eligible uses and associated Expenditure Categories ("EC"), which began with the April 2022 Project and Expenditure Report. Appendix 1 includes the new ECs, as well as a reference to previous ECs used for reporting under the interim final rule.

> **Assistance Listing**
>
> The Assistance Listing for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) was published May 28, 2021 on SAM.gov under Assistance Listing Number ("ALN"), formerly known as CFDA Number, **21.027**.
>
> The assistance listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The ALN is the unique 5-digit number assigned to identify a federal assistance listing, and can be used to search for federal assistance program information, including funding opportunities, spending on USASpending.gov, or audit results through the Federal Audit Clearinghouse.
>
> To expedite payments and meet statutory timelines Treasury issued initial payments under an existing ALN, 21.019, assigned to the CRF. If you have already received funds or captured the initial number in your records, please update your systems and reporting to reflect the new ALN 21.027 for the SLFRF program. **Recipients must use ALN 21.027 for all financial accounting, subawards, and associated program reporting requirements for the SLFRF awards.**

D. Uniform Administrative Requirements

The SLFRF awards are generally subject to the requirements set forth in the Uniform Guidance. In all instances, your organization should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects. Additional details about applicability of certain provisions of the Uniform Guidance may be found in:

- SLFRF final rule;
- SLFRF Assistance Listing; and
- SLFRF Final Rule FAQs, including FAQ 4.9, 10.1, and Section 13.

The following sections provide a general summary of your organization's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the most recent compliance supplement issued by OMB. Note that the descriptions below are only general summaries and all recipients and subrecipients are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

1. **Allowable Activities.** Each recipient should review program requirements, including Treasury's final rule and the recipient's Award Terms and Conditions, to determine and record eligible uses

of SLFRF funds. Per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

2. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability. Please note that as outlined in Final Rule FAQ 13.15, only a subset of the Uniform Guidance requirements at 2 CFR Part 200 Subpart E (Cost Principles) applies to recipients' use of funds in the revenue loss eligible use category.

   SLFRF funds may be, but are not required to be, used along with other funding sources for a given project. Recipients should note that SLFRF funds available under the "revenue loss" eligible use category generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. If a recipient seeks to use SLFRF funds to satisfy match or cost-share requirements for a federal grant program, the recipient should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 CFR 200.306(b) would limit the use of SLFRF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the SLFRF funds for the match or cost-share requirement. For instance, recipients should note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the OMB has approved a waiver from this provision as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

   SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the final rule for further details if they seek to utilize SLFRF funds as a match for these projects.

   Treasury's final rule, program guidance, and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 CFR Part 200, Subpart F and the Compliance Supplement are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

   a. Administrative costs: Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.[1] Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs as long as they are accorded consistent treatment per 2 CFR 200.403. Direct costs are those that are identified specifically as costs of implementing the SLFRF program objectives, such as

[1] Recipients also may use SLFRF funds directly for administrative costs to improve the design and execution of programs responding to the COVID-19 pandemic and to administer or improve the efficacy of programs addressing the public health emergency or its negative economic impacts. 31 CFR 35.6(b)(3)(ii)(E)(3).

contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office.[23] Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement ("NICRA") established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

b. Salaries and Expenses: In general, certain employees' wages, salaries, and covered benefits are an eligible use of SLFRF award funds. Please see Treasury's final rule for details.

3. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR Part 205 or 2 CFR 200.305(b)(8)-(9).

   As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.

4. **Eligibility.** Under this program, recipients are responsible for ensuring funds are used for eligible purposes. Generally, recipients must develop and implement policies and procedures, and retain records, to determine and monitor implementation of criteria for determining the eligibility of beneficiaries and/or subrecipients. Your organization, and if applicable, the subrecipient(s) administering a program on behalf of your organization, will need to maintain procedures for obtaining information evidencing a given beneficiary, subrecipient, or contractor's eligibility, including a valid SAM.gov registration (except with respect to individuals or households for which a SAM.gov registration is not required). Implementing risk-based due diligence for eligibility determinations is a best practice to augment your organization's existing controls.

5. **Property Management.** Any purchase of real or personal property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D, unless stated otherwise by Treasury. For example, as outlined in Final Rule FAQ 13.15, only a subset of the Uniform Guidance requirements at 2 CFR Part 200 Subpart D (Post Federal Award Requirements) applies to recipients' use of funds in the revenue loss eligible use category. Furthermore, as outlined in Final Rule FAQ 13.16, Treasury has clarified the use and disposition requirements for real and personal property, supplies, and equipment purchased with SLFRF funds.

6. **Matching, Level of Effort, Earmarking.** There are no matching, level of effort, or earmarking compliance responsibilities associated with the SLFRF award. See Section C.1 (Eligible and Restricted Uses of SLFRF Funds) for a discussion of restrictions on use of SLFRF funds. Please see 2. Allowable Costs/Cost Principles above for information on the use of SLFRF funds for non-Federal match or cost-sharing requirements in other Federal programs.

7. **Period of Performance.** Your organization should also develop and implement internal controls related to activities occurring outside the period of performance. All funds remain subject to statutory and regulatory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December

[2] 2 CFR 200.413 Direct Costs.
[3] 2 CFR 200.414 Indirect Costs.

31, 2026. Any funds not used must be returned to Treasury as part of the award closeout process pursuant to 2 C.F.R. 200.344(d).

8. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, unless stated otherwise by Treasury. As outlined in Final Rule FAQ 13.15, only a subset of the Uniform Guidance requirements at 2 CFR Part 200 Subpart D (Post Federal Award Requirements) applies to recipients' use of funds in the revenue loss eligible use category. The procurement standards set forth in the Uniform Guidance at 2 CRF 200.317 through 2 CRF 200.327 are not included in Final Rule FAQ 13.15's list of applicable Subpart D requirements that apply to recipients' use of funds in the revenue loss eligible use category.

   The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in certain circumstances. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance, pursuant to 2 CFR 180, requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

9. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

   The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury has clarified in its Final Rule FAQs that recipients may add program income to the Federal award. Any program income generated from SLFRF funds must be used for the purposes and under the conditions of the Federal award. Further, Final Rule FAQ 4.9 provides additional information about program income requirements applicable to certain eligible uses, and Final Rule FAQ 13.15 clarifies that only a subset of the Uniform Guidance requirements at 2 CFR 200 Subpart D (Post Federal Award Requirements) applies to recipients' use of funds in the revenue loss eligible use category. The list of applicable Subpart D requirements in Final Rule FAQ 13.15 does not include the program income requirements in 2 CFR 200.307.

10. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in Part 2 of this guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles.

    In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. See Part 2 of this guidance for a full overview of recipient reporting responsibilities.

    Consolidated jurisdictions or other types of jurisdictions that received multiple SLFRF allocations

(e.g., a county and city with a consolidated government) are only required to file once per reporting period, and such reports will cover the total SLFRF allocations received by the jurisdiction. This includes Non-entitlement units of local government ("NEUs") and/or Units of general local government located within counties that are not units of general local government. In addition, the total SLFRF allocations across all sources for a given jurisdiction will be used to identify that jurisdiction's Reporting Tier.

11. **Subrecipient Monitoring.** SLFRF recipients that are pass-through entities as described under 2 CFR 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for pass-through entities.

    First, your organization must clearly identify to the subrecipient: (1) that the award is a subaward of SLFRF funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds.

    Next, your organization will need to evaluate each subrecipient's risk of noncompliance based on a set of common factors. These risk assessments may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring of any given subrecipient should reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

    Accordingly, your organization should develop written policies and procedures for subrecipient monitoring and risk assessment and maintain records of all award agreements identifying or otherwise documenting subrecipients' compliance obligations.

    Recipients should note that NEUs are not subrecipients under the SLFRF program. They are SLFRF recipients that report directly to Treasury.

    Recipients should also note that subrecipients do not include individuals and organizations that received SLFRF funds as end users. Such individuals and organizations are beneficiaries and not subject to audit pursuant to the Single Audit Act and 2 C.F.R. Part 200, Subpart F.

    Many recipients may choose to provide a subaward or contract to other entities to provide services to other end users. For example, a recipient may provide a subaward to a nonprofit to provide homeless services to individuals experiencing homelessness. In this case, the subaward to a nonprofit is based on the services that the recipient intends to provide (assistance to households experiencing homelessness), and the nonprofit is serving as the subrecipient, providing services on behalf of the recipient. Subrecipients are subject to an audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements, whereas contractors are not subject to an audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements.

    Please note that as outlined in Final Rule FAQ 13.14, recipients' use of funds in the revenue loss eligible use category does not give rise to subrecipient relationships. As a result, subaward reporting is not required for projects in the revenue loss eligible use category.

12. **Special Tests and Provisions.** From time-to-time, Treasury may issue subregulatory guidance as well as frequently asked questions.

    Across each of the compliance requirements above, Treasury has described some best practices for development of internal controls in **Table 1** below, with an example of each best practice.

Table 1: Internal controls best practices

Best Practice	Description	Example
Written policies and procedures	Formal documentation of recipient policies and procedures	Documented procedure for determining worker eligibility for premium pay
Written standards of conduct	Formal statement of mission, values, principles, and professional standards	Documented code of conduct / ethics for subcontractors
Risk-based due diligence	Pre-payment validations conducted according to an assessed level of risk	Enhanced eligibility review of subrecipient with imperfect performance history
Risk-based compliance monitoring	Ongoing validations conducted according to an assessed level of risk	Higher degree of monitoring for projects that have a higher risk of fraud, given program characteristics
Record maintenance and retention	Creation and storage of financial and non-financial records.	Storage of all subrecipient payment information.

E. Award Terms and Conditions

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, Treasury's final rule, and applicable federal laws and regulations. Recipients should ensure they remain in compliance with all Award Terms and Conditions. These obligations include the following items in addition to those described above:

1. **SAM.gov Requirements.** All eligible recipients are required to have an active registration with the System for Award Management ("SAM") (https://www.sam.gov) pursuant to 2 CFR Part 25. To ensure timely receipt of funding, Treasury has stated that NEUs who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.[4]

2. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

   Your organization must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

3. **Single Audit Requirements.** Recipients and subrecipients that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.[5] Note that the Compliance Supplement provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. For example, the SLFRF Compliance Supplement describes an alternative to the Single Audit for

[4] See flexibility provided in https://www.whitehouse.gov/wp-content/uploads/2021/03/M_21_20.pdf.
[5] For-profit entities that receive SLFRF subawards are not subject to Single Audit requirements. However, they are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's OIG.

eligible recipients. Recipients should consult the Compliance Supplement for more information about the alternative compliance examination engagement. The Compliance Supplement is routinely updated, and is made available in the Federal Register and on OMB's website: https://www.whitehouse.gov/omb/office-federal-financial-management/ Recipients and subrecipients should consult the Federal Audit Clearinghouse to see examples of Single Audit submissions.

4. **Civil Rights Compliance**. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

   In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that non-tribal recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. As explained in Treasury FAQ 12.1, the award terms and conditions for Treasury's pandemic recovery programs, including the SLFRF program, do not impose antidiscrimination requirements on Tribal governments beyond what would otherwise apply under federal law.

Part 2: Reporting Guidance

There are three types of reporting requirements for the SLFRF program. The report requirements are approved and documented under OMB PRA number - OMB # 1505-0271.

- **Interim Report:** Provide initial overview of status and uses of funding. This is a one-time report. **See Section A, page 16.**
- **Project and Expenditure Report:** Report on projects funded, expenditures, and contracts and subawards equal to or greater than $50,000, and other information. **See Section B, page 17.**
- **Recovery Plan Performance Report:** The Recovery Plan Performance Report (the "Recovery Plan") will provide information on the projects that large recipients are undertaking with program funding and how they plan to ensure program outcomes are achieved in an effective, efficient, and equitable manner. It will include key performance indicators identified by the recipient and some mandatory indicators identified by Treasury. The Recovery Plan will be posted on the website of the recipient as well as provided to Treasury. **See Section C, page 28.**

The reporting threshold is based on the total award amount allocated by Treasury under the SLFRF program, not the funds received by the recipient as of the time of reporting.

States and territories are also required to submit information on their distributions to NEUs. Please refer to Section D for additional details.

Table 2: Reporting requirements by recipient type

Tier	Recipient	Interim Report	Project and Expenditure Report	Recovery Plan Performance Report
1	States, U.S. territories, metropolitan cities and counties with a population that exceeds 250,000 residents	By August 31, 2021 or 60 days after receiving funding if funding was received by October 15, with expenditures by category. *Note: NEUs were not required to submit an Interim Report*	By January 31, 2022, and then the last day of the month after the end of each quarter thereafter *Note: NEUs were not required to submit a Project and Expenditure Report on January 31, 2022. The first reporting date for NEUs was April 30, 2022.*	By August 31, 2021 or 60 days after receiving funding, and annually thereafter by July 31
2	Metropolitan cities and counties with a population below 250,000 residents that are allocated more than $10 million in SLFRF funding, and NEUs that are allocated more than $10 million in SLFRF funding			
3	Tribal Governments that are allocated more than $30 million in SLFRF funding			
4	Tribal Governments that are allocated less than $30 million in SLFRF funding		By April 30, 2022, and then annually thereafter	
5	Metropolitan cities and counties with a population below 250,000 residents that are allocated less than $10 million in SLFRF funding, and NEUs that are allocated less than $10 million in SLFRF funding			

Note: Based on the period of performance, reports will be collected through April 30, 2027. See the specific due dates listed in Sections B and C.

As mentioned above, the total SLFRF allocations across all sources for a given jurisdiction will be used to identify that jurisdiction's Reporting Tier, beginning in April of 2022. Treasury may reach out to jurisdictions to update Reporting Tiers.

The remainder of this document describes these reporting requirements. User guides describing how and where to submit required reports are posted at www.treasury.gov/SLFRPReporting and updated on a regular basis.

Comparison to reporting for the CRF

This guidance does not change the reporting or compliance requirements pertaining to the CRF. Reporting and compliance requirements for the SLFRF are separate from CRF reporting requirements. Differences between CRF and SLFRF include:

- **Project, Expenditure, and Subaward Reporting**: The SLFRF reporting requirements leverage the existing reporting regime used for CRF to foster continuity and provide many recipients with a familiar reporting mechanism. The data elements for the Project and Expenditure Report will largely mirror those used for CRF, with some minor exceptions noted in this guidance. The users' guide will describe how reporting for CRF funds will relate to reporting for the SLFRF.
- **Timing of Reports**: CRF reports were due within 10 days of each calendar quarter end. For quarterly reporters, SLFRF reporting will be due the last day of the month following the end of the period covered. For annual reporters, SLFRF reporting will be due on an annual schedule (see table in Section B below).
- **Program and Performance Reporting**: The CRF reporting did not include any program or performance reporting. To build public awareness and accountability and allow Treasury to monitor compliance with eligible uses, some program and performance reporting is required for SLFRF.

A. Interim Report

Note: The Interim Reports were submitted under the interim final rule.

States, U.S. territories, metropolitan cities, counties, and Tribal governments were required to submit a one-time interim report with expenditures[6] by Expenditure Category covering the period from March 3rd to July 31, 2021, by August 31, 2021 or sixty (60) days after first receiving funding if the recipient's date of award was between July 15, 2021 and October 15, 2021. The recipient was required to enter obligations[7] and expenditures and, for each, select the specific expenditure category from the available options. See Appendix 3 for Expenditure Categories applicable for the Interim Report.

1. Required Programmatic Data

Recipients were also required to provide the following information if they had or planned to have expenditures in the following Expenditure Categories.

a. Revenue replacement (EC 6.1[8]): Key inputs into the revenue replacement formula in the Interim Final Rule and estimated revenue loss due to the Covid-19 public health emergency calculated using the formula in the Interim Final Rule as of December 31, 2020.
   - Base year general revenue (e.g., revenue in the last full fiscal year prior to the public health emergency)
   - Fiscal year end date
   - Growth adjustment used (either 4.1 percent or average annual general revenue growth over 3 years prior to pandemic)
   - Actual general revenue as of the twelve months ended December 31, 2020

[6] For purposes of reporting in the SLFRF portal, an expenditure is the amount that has been incurred as a liability of the entity (the service has been rendered or the good has been delivered to the entity).
[7] For purposes of reporting in the SLFRF portal, an obligation is an order placed for property and services, contracts and subawards made, and similar transactions that require payment.
[8] See Appendix 3 for the full Expenditure Category (EC) list. Please note that Appendix 3 includes the expenditure categories under the interim final rule, applicable to the Interim Report.

- Estimated revenue loss due to the Covid-19 public health emergency as of December 31, 2020
- An explanation of how revenue replacement funds were allocated to government services (Note: additional instructions was provided in the user guide)

In calculating general revenue and the other items discussed above, recipients should have used audited data if it was available. When audited data was not available, recipients were not required to obtain audited data if substantially accurate figures could be produced on an unaudited basis. Recipients should have used their own data sources to calculate general revenue and did not need to rely on revenue data published by the Census Bureau. Treasury acknowledges that due to differences in timing, data sources, and definitions, recipients' self-reported general revenue figures may differ from those published by the Census Bureau. Recipients were permitted to provide data on a cash, accrual, or modified accrual basis, provided that recipients are consistent in their choice of methodology throughout the covered period and until reporting is no longer required. Recipients' reporting should align with their own financial reporting.

In calculating general revenue, recipients should have excluded all intergovernmental transfers from the federal government. This includes, but is not limited to, federal transfers made via a State to a locality pursuant to the CRF or SLFRF. To the extent federal funds are passed through States or other entities or intermingled with other funds, recipients should have attempted to identify and exclude the federal portion of those funds from the calculation of general revenue on a best-efforts basis.

Consistent with the broad latitude provided to recipients to use funds for government services to the extent of reduction in revenue, recipients were required to submit a description of services provided. This description may be in narrative or in another form, and recipients were encouraged to report based on their existing budget processes and to minimize administrative burden. For example, a recipient with $100 in revenue replacement funds available could indicate that $50 were used for law enforcement operating expenses and $50 were used for pay-go building of sidewalk infrastructure. As discussed in the interim final rule, these services can include a broad range of services but may not be used directly for pension deposits or debt service.

Reporting requirements did not require tracking the indirect effects of Fiscal Recovery Funds, apart from the restrictions on use of Fiscal Recovery Funds to offset a reduction in net tax revenue. In addition, recipients were required to indicate that Fiscal Recovery Funds were not used to make a deposit in a pension fund.

B. Project and Expenditure Report

All recipients are required to submit Project and Expenditure Reports.

Note on NEUs: To facilitate reporting, each NEU will need an NEU Recipient Number. This is a unique identification code for each NEU assigned by the State or territory to the NEU as part of its request for funding.

1. Quarterly Reporting

The following recipients are required to submit quarterly Project and Expenditure Reports:

- States and U.S. territories
- Tribal governments that are allocated more than $30 million in SLFRF funding
- Metropolitan cities and counties with a population that exceeds 250,000 residents

- Metropolitan cities and counties with a population below 250,000 residents that are allocated more than $10 million in SLFRF funding and NEUs that are allocated more than $10 million in SLFRF funding.

For these recipients, the initial quarterly Project and Expenditure Report covers three calendar quarters from March 3, 2021 to December 31, 2021 and was required to be submitted to Treasury by January 31, 2022. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury by the last day of the month following the end of the period covered. Quarterly reports are not due concurrently with applicable annual reports. **Table 3** summarizes the quarterly report timelines:

Table 3: Quarterly Project and Expenditure Report Timeline

Report	Year	Quarter	Period Covered	Due Date
1	2021	2 – 4	March 3 – December 31	January 31, 2022
2	2022	1	January 1 – March 31	April 30, 2022
3	2022	2	April 1 – June 30	July 31, 2022
4	2022	3	July 1 – September 30	October 31, 2022
5	2022	4	October 1 – December 31	January 31, 2023
6	2023	1	January 1 – March 31	April 30, 2023
7	2023	2	April 1 – June 30	July 31, 2023
8	2023	3	July 1 – September 30	October 31, 2023
9	2023	4	October 1 – December 31	January 31, 2024
10	2024	1	January 1 – March 31	April 30, 2024
11	2024	2	April 1 – June 30	July 31, 2024
12	2024	3	July 1 – September 30	October 31, 2024
13	2024	4	October 1 – December 31	January 31, 2025
14	2025	1	January 1 – March 31	April 30, 2025
15	2025	2	April 1 – June 30	July 31, 2025
16	2025	3	July 1 – September 30	October 31, 2025
17	2025	4	October 1 – December 31	January 31, 2026
18	2026	1	January 1 – March 31	April 30, 2026
19	2026	2	April 1 – June 30	July 31, 2026
20	2026	3	July 1 – September 30	October 31, 2026
21	2026	4	October 1 – December 31	April 30, 2027

2. Annual Reporting

The following recipients are required to submit annual Project and Expenditure Reports:

- Tribal governments that are allocated less than $30 million in SLFRF funding
- Metropolitan cities and counties with a population below 250,000 residents that are allocated less than $10 million in SLFRF funding and NEUs that are allocated less than $10 million in SLFRF funding.

For these recipients, the initial Project and Expenditure Report covered from March 3, 2021 to March 31, 2022 and was required to be submitted to Treasury by April 30, 2022. The subsequent annual reports will cover one calendar year and must be submitted to Treasury by April 30. **Table 4** summarizes the annual report timelines:

Table 4: Annual Project and Expenditure Report timeline

Report	Period Covered	Due Date
1	March 3, 2021 – March 31, 2022	April 30, 2022
2	April 1, 2022 – March 31, 2023	April 30, 2023
3	April 1, 2023 – March 31, 2024	April 30, 2024
4	April 1, 2024 – March 31, 2025	April 30, 2025
5	April 1, 2025 – March 31, 2026	April 30, 2026
6	April 1, 2026 – December 31, 2026	April 30, 2027

3. Required Information

The following information is required in Project and Expenditure Reports for both quarterly and annual reporting:

a. Projects: Provide information on all SLFRF funded projects. Projects are defined as a grouping of closely related activities that together are intended to achieve a specific goal or are directed toward a common purpose. These activities can include new or existing eligible government services or investments funded in whole or in part by SLFRF funding. For each project, the recipient is required to enter the project name, identification number (created by the recipient), project expenditure category (see Appendix 1), description, and status of completion. Project descriptions must describe the project in sufficient detail to provide an understanding of the major activities that will occur, and must be between 50 and 250 words. Projects should be defined to include only closely related activities directed toward a common purpose. Recipients should review the Required Programmatic Data described in 3.g. below and define their projects at a sufficient level of granularity.

   Note: For each project, the recipient is asked to select the appropriate Expenditure Category based on the scope of the project (see Appendix 1). Projects should be scoped to align to a single Expenditure Category. For select Expenditure Categories, the recipient also is asked to provide additional programmatic data (described further below).

b. Obligations and Expenditures: Once a project is entered the recipient will be able to report on the project's obligations and expenditures. Recipients will be asked to report:
   - Current period obligation
   - Cumulative obligation
   - Current period expenditure
   - Cumulative expenditure

c. Project Status: Once a project is entered the recipient will be asked to report on project status each reporting period, in four categories:
   - Not Started
   - Completed less than 50 percent
   - Completed 50 percent or more
   - Completed

d. Program Income: Recipients should report the program income earned and expended to cover eligible project costs, if applicable.

e. Adopted Budget *(States, U.S. territories, metropolitan cities and counties with a population that exceeds 250,000 residents only)*: Each state, territory and metropolitan city and county with a population that exceeds 250,000 residents will provide the budget adopted for each project by its jurisdiction associated with SLFRF funds. Treasury will use this information to better understand the intended impact, identify opportunities for outreach, and understand the recipient's progress in program implementation. Treasury is not approving or pre-approving projects or budgets.

- Recipients will enter the Adopted Budget based on information that exists currently in the recipient's financial systems and the recipient's established budget process. Treasury understands that recipients may use different budget processes. For example, a recipient may consider a project budgeted once a legislature has appropriated funds; whereas another recipient may consider a project budgeted at the moment when the funds have been obligated.
- Additional information is provided on the differences between Adopted Budget, Obligations, and Expenditures as part of the user guide posted at www.treasury.gov/SLFRPReporting.

f. Project Demographic Distribution (applicable to Public Health and Negative Economic Impact ECs: EC 1.1-2.37)– *Collection began April 2022*

Recognizing the disproportionate public health and negative economic impacts of the pandemic on many households, communities, and other entities, recipients must report whether certain types of projects are targeted to impacted and disproportionately impacted communities. Recipients will be asked to respond to the following:

a. What Impacted and/or Disproportionally Impacted population does this project primarily serve? Please select the population primarily served.
b. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served.

Recipients will select from the following options:

	Impacted	Disproportionately Impacted
Public Health	• General Public	
Assistance to Households	• Low- or-moderate income households or populations[9] • Households that experienced unemployment • Households that experienced increased food or housing insecurity • Households that qualify for certain federal programs[10] • For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time	• Low-income households and populations[11] • Households and populations residing in Qualified Census Tracts • Households that qualify for certain federal programs[12] • Households receiving services provided by Tribal governments • Households residing in the U.S. territories or receiving services from these governments

[9] Low or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS) or (ii) income at or below 65 percent of the Area Median Income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

[10] For Impacted households, these programs are Children's Health Insurance Program ("CHIP"); Childcare Subsidies through the Child Care and Development Fund ("CCDF") Program; Medicaid; National Housing Trust Fund ("HTF"), for affordable housing programs only; Home Investment Partnerships Program ("HOME"), for affordable housing programs only.

[11] Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by HHS or (ii) income at or below 40 percent of Area Median Income for its county and size of household based on the most recently published data by HUD.

[12] For Disproportionately Impacted households, these programs are Temporary Assistance for Needy Families ("TANF"), Supplemental Nutrition Assistance Program ("SNAP"), Free- and Reduced-Price Lunch ("NSLP") and/or School Breakfast ("SBP") programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income ("SSI"), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC"), Section 8 Vouchers, Low-Income Home Energy Assistance Program ("LIHEAP"), and Pell Grants.

	Impacted	Disproportionately Impacted
	• Other households or populations that experienced a negative economic impact of the pandemic other than those listed above (please specify)	• For services to address educational disparities, Title I eligible schools[13] • Other households or populations that experienced a disproportionate negative economic impact of the pandemic other than those listed above (please specify)
Assistance to Small Businesses	• Small businesses that experienced a negative economic impact of the pandemic • Classes of small businesses designated as negatively economically impacted by the pandemic (please specify)	• Small businesses operating in Qualified Census Tracts • Small businesses operated by Tribal governments or on Tribal lands • Small businesses operating in the U.S. territories • Other small businesses disproportionately impacted by the pandemic (please specify)
Assistance to Non-Profits	• Non-profits that experienced a negative economic impact of the pandemic (please specify) • Classes of non-profits designated as negatively economically impacted by the pandemic (please specify)	• Non-profits operating in Qualified Census Tracts • Non-profits operated by Tribal governments or on Tribal lands • Non-profits operating in the U.S. territories • Other non-profits disproportionately impacted by the pandemic (please specify)
Aid to Impacted Industries	• Travel, tourism, or hospitality sectors (including Tribal development districts) • Industry outside the travel, tourism, or hospitality sectors that experienced a negative economic impact of the pandemic (please specify)	N/A

g. Subawards, Contracts, Grants, Loans, Transfers, and Direct Payments: Each recipient shall also provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the recipient that are equal to or greater than $50,000. As noted in Treasury's Project & Expenditure User Guides, subaward reporting for funds spent under the revenue loss eligible use category has not been required in past reporting periods. Please note that as outlined in Final Rule FAQ 13.14, Treasury is not collecting subaward data for projects categorized under the revenue loss eligible use category.

Recipients do not need to submit separate monthly subaward reports to FSRS.gov as required pursuant to the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, which is included in the SLFRF Award Terms and Conditions. Treasury

[13] For educational services and other efforts to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school service as eligible. "Title I eligible schools" means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.

will submit this reporting on behalf of recipients using the $50,000 reporting threshold, timing, and data elements discussed in this guidance. If recipients choose to continue reporting to FSRS.gov in addition to reporting directly to Treasury on these funds, they may do so and will be asked to notify Treasury as part of their quarterly submission.

In general, recipients will be asked to provide the following information for each Contract, Grant, Loan, Transfer, or Direct Payment equal to or greater than $50,000:

- Subrecipient identifying and demographic information (e.g., UEI/TIN number and location)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance
- Related project name(s)
- Related project identification number(s) (created by the recipient)
- Period of performance start date
- Period of performance end date
- Quarterly obligation amount
- Quarterly expenditure amount
- Project(s)
- Additional programmatic performance indicators for select Expenditure Categories (see below)

Aggregate reporting is required for contracts, grants, transfers made to other government entities, loans, and direct payments that are below $50,000. This information will be accounted for by Expenditure Category at the project level. Note that all obligations and expenditures made directly to individuals, regardless of dollar amount, should be included in aggregate reporting.

As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, recipients must also report the names and total compensation of their five most highly compensated executives and their subrecipients' executives for the preceding completed fiscal year if (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as provided by 2 CFR 170.320 (and subawards), and received $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public. In general, most SLFRF recipients are governmental entities with executive salaries that are already disclosed, so no additional information would be required to be reported for them. The recipient is responsible for the subrecipients' compliance with registering and maintaining an updated profile on SAM.gov.

h. Civil Rights Compliance: Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances. This collection does not apply to Tribal governments[14]

i. Ineligible Activities: Tax Offset Provision (States and territories only): Section 602(c)(2)(A) of the Social Security Act prohibits a State or territory from using SLFRF funds to directly or indirectly offset a reduction in the net tax revenue of the State or territory resulting from a change in law, regulation, or administrative interpretation during the covered period (the "Tax Offset Provision"). The Final Rule implements the Tax Offset Provision at 31 CFR § 35.8. Violations of the Tax

[14] Please note, as explained in Treasury FAQ 12.1, that the award terms and conditions for Treasury's pandemic recovery programs, including the SLFRF, do not impose antidiscrimination requirements on Tribal governments beyond what would otherwise apply under federal law.

Offset Provision may be subject to recoupment. The following information is required for Treasury to ensure SLFRF funding is not used for ineligible activities related to the Tax Offset Provision.

For each reporting year, in the quarterly reporting cycle occurring 90 days after the end of the recipient's fiscal year, States and territories will report certain items related to the Tax Offset Provision, as detailed below. For example, if a recipient's fiscal year ends June 30, 2022, reporting on the Tax Offset Provision for fiscal year 2022 will be due in October 2022. All States and territories reported on the Tax Offset Provision for fiscal year 2021 in July 2022.

As indicated in the final rule, Treasury is implementing a tiered approach to reporting on the Tax Offset Provision, which is described below. Although Treasury is implementing a tiered approach to reporting, recipients should maintain records to support their compliance with the Tax Offset Provision.

The terms "reporting year," "baseline," "covered change," "covered period," "net reduction in total spending," and "tax revenue" are defined in the Final Rule, 31 CFR § 35.3. For purposes of calculating a net reduction in total spending, total spending for the fiscal year ending 2019 should be reported on an inflation-adjusted basis, consistent with the Final Rule. Similarly, for purposes of calculating baseline tax revenue, tax revenue for the fiscal year 2019 should be reported on an inflation-adjusted basis, consistent with the Final Rule.

For purposes of reporting actual tax revenue for the requested fiscal year and baseline tax revenue for the fiscal year ending 2019,[15] (a) if available, recipients should report information using audited financials and (b) recipients may provide data on a cash, accrual, or modified accrual basis, but must be consistent in their approach across all reporting periods. Similarly, for purposes of calculating a net reduction in total spending, recipients should report data using audited financials where available.

Recipients will first answer a series of summary questions to determine the tiering of their tax offset reporting:

Summary Questions

- Do you have revenue-reducing covered change(s) to report for the requested fiscal year and for future fiscal years? Yes/No
  - If no, recipients have no further reporting requirements in the tax offset section. (Remaining summary questions will be greyed out).
  - If yes, recipients will complete part 1 and additional fields.
- Is the aggregate value of your revenue-reducing covered change(s) for the requested fiscal year less than the de minimis? Yes/No.
  - If yes, recipients will complete parts 1 and 2, and no further reporting is required in the tax offset section. (Remaining summary questions will be greyed out).
  - If no, recipients will complete parts 1, 2 and additional fields.
- Do you have a reduction in net tax revenue for the requested fiscal year, meaning that actual tax revenue for the requested fiscal year is less than baseline tax revenue? Yes/No.
  - If yes, recipients will complete parts 1, 2, and 3 and additional fields.
  - If no, recipients will complete parts 1, 2, and 3, and no further reporting is required in the tax offset section. (Remaining summary questions will be greyed out).
- Do you have revenue-increasing covered change(s) and/or covered spending cuts to report for the requested fiscal year? Yes/No
  - If yes, recipients will complete parts 1, 2, 3, and 4.
  - If no, recipients will complete the revenue reduction cap.

Reporting Part 1: Revenue-reducing Covered Changes

[15] Tax revenue for fiscal year ending 2019 is relevant for calculating the recipient's baseline.

- Do you have revenue-reducing covered change(s) to report for the requested fiscal year and for future fiscal years? Yes/No
    - If yes, complete grid or upload spreadsheet with the name of each revenue-reducing covered change and the value of the revenue-reducing covered change for the requested fiscal year and for future fiscal years.
    - If no, a recipient has no revenue-reducing covered changes to report, no additional reporting is required.
- Enter in the aggregate value of all revenue-reducing covered change(s) for the requested fiscal year.[16]

Revenue-reducing Covered Changes: Guidance
For each reporting year, a recipient must report the value of covered changes that the recipient predicts will have the effect of reducing tax revenue in a given reporting year (revenue-reducing covered changes), similar to the way it would in the ordinary course of its budgeting process. The value of these revenue-reducing covered changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, that aligns with the recipient government's existing approach for measuring the effects of fiscal policies, and that measures relative to a current law baseline. The revenue-reducing covered changes may also be reported based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the covered change(s), relative to the current law baseline prior to the change(s). Estimation approaches should not use dynamic methodologies that incorporate the projected effects of the policies on macroeconomic growth. In general and where possible, reported values should be produced by the agency of the recipient government responsible for estimating the costs and effects of fiscal policy changes. Recipients must maintain records regarding the identification and predicted effects of revenue-reducing covered changes.

Reporting Part 2: Baseline Revenue and De Minimis Threshold

- Enter Baseline Revenue:
- Enter in the aggregate value of the revenue-reducing covered change(s) for the requested fiscal year as a percentage of baseline revenue:
- Is the aggregate value of the revenue-reducing covered change(s) for the requested fiscal year less than one percent of baseline revenue? Y/N
    - If yes, a recipient's aggregate value of the revenue-reducing covered changes in the reporting year is less than the *de minimis threshold*, and no additional reporting is required.

Baseline Revenue: Guidance
Baseline has the meaning defined in the Final Rule, 31 CFR 35.3.

Recipients must determine whether the aggregate value of the revenue-reducing covered changes in the reporting year is less than one percent of baseline revenue (the de minimis threshold).

Reporting Part 3: Actual Tax Revenue and Reduction in Net Tax Revenue

- Enter Actual Tax Revenue for the requested fiscal year:
- Enter Reduction in Net Tax Revenue: baseline revenue minus actual tax revenue

[16] The final rule defines covered change. "Covered change means a change in law, regulation, or administrative interpretation that reduces any tax (by providing for a reduction in a rate, a rebate, a deduction, a credit, or otherwise) or delays the imposition of any tax or tax increase. A change in law includes any final legislative or regulatory action, a new or changed administrative interpretation, and the phase-in or taking effect of any statute or rule if the phase-in or taking effect was not prescribed prior to the start of the covered period."

- If the value of the reduction in net tax revenue is zero or negative (meaning that actual tax revenue is equal to or greater than baseline revenue), no additional reporting is required.

Actual Tax Revenue: Guidance
Actual tax revenue means the tax revenue received by the recipient government in the reporting year. Tax revenue has the meaning defined in the Final Rule, 31 CFR 35.3.

Reduction in Net Tax Revenue: Guidance
The reduction in net tax revenue is equal to baseline revenue minus actual tax revenue in each reporting year. If this value is zero or negative, there is no reduction in net tax revenue.

Reporting Part 4: Revenue-increasing Covered Changes and Covered Spending Cuts

- Do you have revenue-increasing covered change(s) and/or covered spending cuts to report for the requested fiscal year? Yes/No.
- If yes, complete grid or upload spreadsheet with the name of each revenue-increasing covered change and the value.
- Enter in the aggregate value of revenue-increasing covered change(s):

- Enter net reduction in total spending for the requested fiscal year:
- Complete grid or upload spreadsheet of specific spending cuts and the corresponding "reporting unit", including the name of the reporting unit, description of the spending cut, the amount of the reduction in spending in the reporting unit for the reporting year relative to its inflation-adjusted FY 2019 level, the amount of any Fiscal Recovery Funds spent in the reporting unit in the reporting year, and the amount by which the reduction in spending in the reporting unit in the reporting year exceeds the Fiscal Recovery Funds spent in the reporting unit in the reporting year, if at all.
- Enter the aggregate value of covered spending cuts.

- Enter the aggregate value of revenue-increasing covered changes + the aggregate value of covered spending cuts.
- Enter the total value of revenue-reducing covered changes minus the total of (aggregate value of revenue-increasing covered changes + aggregate value of covered spending cuts).
- Is the aggregate value of revenue-reducing covered changes minus the total of (aggregate value of revenue-increasing changes + aggregate value of covered spending cuts) negative or equal to zero? (Yes/No)
    - If yes, recipients have no further reporting requirements related to the Tax Offset Provision.
    - If no, recipients must move on to the calculation of the revenue reduction cap.

Revenue-increasing covered changes: Guidance
If a recipient has revenue-reducing covered changes, the aggregate value of which exceed the de minimis threshold, and its actual tax revenue does not exceed baseline tax revenue, a recipient must report the value of covered changes that have had or that the recipient predicts will have the effect of increasing tax revenue in a given reporting year (revenue-increasing covered changes), similar to the way it would in the ordinary course of its budgeting process. The value of these revenue-increasing covered changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, that aligns with the recipient's existing approach for measuring the effects of fiscal policies, and that measures relative to a current law baseline. The revenue-increasing covered changes may also be reported based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the revenue-increasing covered change(s), relative to the current law baseline prior to the change(s). Estimation approaches should not use dynamic methodologies that incorporate the projected effects of the policies on macroeconomic growth.

In general and where possible, reporting should be produced by the agency of the recipient responsible for estimating the costs and effects of fiscal policy changes. Recipients should maintain records regarding revenue-increasing covered changes and estimates of such changes.

Net reduction in total spending, and tables of specific spending cuts: Guidance
Recipients may cut spending in certain areas to pay for revenue-reducing covered changes, up to the amount of the recipient's net reduction in total spending. To calculate the amount of spending cuts that are available to offset a reduction in tax revenue, the recipient must first consider whether there has been a reduction in total net spending, excluding Fiscal Recovery Funds (net reduction in total spending). As defined in the Final Rule, 35 CFR 35.3, net reduction in total spending is measured as the recipient government's total spending for a given reporting year excluding Fiscal Recovery Funds, subtracted from its total spending for its fiscal year ending in 2019, adjusted for inflation using the Bureau of Economic Analysis's Implicit Price Deflator for the gross domestic product of the United States for that reporting year. If that calculation yields a positive value, there has been a net reduction in total spending; if it yields zero or a negative value, there has not been a net reduction in total spending. If there has been no net reduction in total spending, a recipient will have no spending cuts to offset a reduction in net tax revenue.

Next, a recipient must determine and aggregate the value of spending cuts in each "reporting unit." "Reporting units" are departments, agencies, or authorities of the recipient's government. For each reporting unit, the recipient must report (1) the amount of the reduction in spending in the reporting unit for the reporting year relative to its inflation-adjusted FY 2019 level, (2) the amount of any Fiscal Recovery Funds spent in the reporting unit in the reporting year, and (3) the amount by which the reduction in spending in the reporting year exceeds the Fiscal Recovery funds spent in the reporting unit in the reporting year. If a recipient has not spent amounts received from the Fiscal Recovery Funds in a reporting unit, the full amount of the reduction in spending counts as a covered spending cut and may be included in the aggregate value of spending cuts. If the recipient has spent amounts received from the Fiscal Recovery Funds, such amounts generally would be deemed to have replaced the amount of spending cut, and only reductions in spending above the amount of Fiscal Recovery Funds spent on the reporting unit would be eligible to offset a reduction in net tax revenue. Only such amounts above the amount of Fiscal Recovery Funds spent on the reporting unit should be included in the aggregate value of spending cuts.

To align with existing reporting and accounting, the Final Rule considers the department, agency, or authority from which spending has been cut and whether the recipient government has spent amounts received from the Fiscal Recovery Funds on that same department, agency, or authority. Some commenters on the interim final rule argued that the methodology for identifying offsetting spending cuts at the department, agency, or authority level was too restrictive, but as discussed in the final rule, Treasury maintained the approach of requiring this reporting at the department, agency, or authority level. Recipients are encouraged to define reporting units in a manner consistent with their existing budget process and should, to the extent possible, report using the same reporting unit in each reporting year. Spending cuts must be reported relative to FY 2019 spending levels, adjusted for inflation, and excluding Fiscal Recovery Funds from reporting year spending levels.

Recipients should maintain records regarding spending cuts.

Reporting Part 5: Revenue Reduction Cap
The "revenue reduction cap," together with Part 3, ensures that recipient governments can use organic revenue growth to offset the cost of revenue-reducing covered changes. If, based on the calculations completed so far, a recipient has not yet demonstrated how its revenue-reducing

covered changes were offset by non-SLFRF sources, the reporting portal will auto-calculate the revenue reduction cap, which will be the lesser of the following two amounts:

- Reduction in Net Tax Revenue (baseline tax revenue minus actual tax revenue) [pre-populated from Part 3] and
- Aggregate Value of revenue-reducing covered changes minus (total of (aggregate value of revenue-increasing changes + aggregate value of covered spending cuts) [pre-populated from Part 4].

j. Required Programmatic Data (other than infrastructure projects): For all projects listed under the following Expenditure Categories (see Appendix 1), the information listed must be provided in each report.

1. Public Health and Negative Economic Impact (EC 1.1-3.5) - *Collection began in April 2022*
   - Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced
   - Brief description of how a recipient's response is related and reasonably proportional to a public health or negative economic impact of COVID-19.[17]

     Note: The final rule presumes that all enumerated eligible uses for programs and services, including COVID-19 mitigation and prevention programs and services, are reasonably proportional responses to the harm identified unless a response is grossly disproportionate to the type or extent of harm experienced. Many of the Eligibility Categories encompass multiple specific enumerated eligible uses and may be provided to a variety of populations. For example, EC 2.13 *Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* includes a wide array of financial, educational, child development, or health supports, or other supports necessary, including supports for kinship care, and may be provided to foster youth and/or families involved in the child welfare system. Between these two fields above, recipients should provide enough information to identify the type of enumerated eligible use being provided within the EC (e.g., kinship care support services), the public health or economic impact experienced, who the program and/or service is being provided to, and what services are being provided (e.g., respite resources). For enumerated eligible uses, recipients are not required to provide substantive documentation that the response is related and reasonably proportional in the Project and Expenditure Report.

2. Capital Expenditures (EC 1.1-3.5) - *Collection began in January 2022, with additional fields required starting in July 2022*
   - Does this project include a capital expenditure? *(Collection began in January 2022)*
   - Total expected capital expenditure, including pre-development costs, if applicable *(Collection began in January 2022)*
   - Type of capital expenditure, based on the following enumerated uses (*Collection began in July 2022*):
     - COVID-19 testing sites and laboratories, and acquisition of related equipment
     - COVID-19 vaccination sites
     - Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., emergency rooms, intensive care units, telemedicine capabilities for COVID-19 related treatment)
     - Temporary medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs
     - Acquisition of equipment for COVID-19 prevention and treatment, including ventilators, ambulances, and other medical or emergency services equipment

[17] Please note that capital expenditures are not considered "programs and services" and are not presumed to be reasonably proportional responses to an identified harm except as provided in the final rule.

- Emergency operations centers and acquisition of emergency response equipment (e.g., emergency response radio systems)
- Installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities
- Public health data systems, including technology infrastructure
- Adaptations to congregate living facilities, including skilled nursing facilities, other long-term care facilities, incarceration settings, homeless shelters, residential foster care facilities, residential behavioral health treatment, and other group living facilities, as well as public facilities and schools (excluding construction of new facilities for the purpose of mitigating spread of COVID-19 in the facility)
- Mitigation measures in small businesses, nonprofits, and impacted industries (e.g., developing outdoor spaces)
- Behavioral health facilities and equipment (e.g., inpatient or outpatient mental health or substance use treatment facilities, crisis centers, diversion centers)
- Technology and equipment to allow law enforcement to efficiently and effectively respond to the rise in gun violence resulting from the pandemic
- Affordable housing, supportive housing, or recovery housing development
- Food banks and other facilities primarily dedicated to addressing food insecurity
- Transitional shelters (e.g., temporary residences for people experiencing homelessness)
- Devices and equipment that assist households in accessing the internet (e.g., tablets, computers, or routers)
- Childcare, daycare, and early learning facilities
- Job and workforce training centers
- Improvements to existing facilities to remediate lead contaminants (e.g., removal of lead paint)
- Medical equipment and facilities designed to address disparities in public health outcomes (includes primary care clinics, hospitals, or integrations of health services into other settings)
- Parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, streetlights, neighborhood cleanup, and other projects to revitalize public spaces
- Rehabilitations, renovation, remediation, cleanup, or conversions of vacant or abandoned properties
- Schools and other educational facilities or equipment to address educational disparities
- Technology and tools to effectively develop, execute, and evaluate government programs
- Technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, improvements to case management systems or data sharing resources), reduce government backlogs, or meet increased maintenance needs
- Other (please specify)

- For recipients (other than Tribal governments) investing in projects with total expected capital expenditures for an enumerated eligible use of $10 million or more, as well as projects with total expected capital expenditures for an "other" use of $1 million or more, provide a written justification (*Collection began in July 2022)*
- For projects with total expected capital expenditures of over $10 million, provide labor reporting as outlined for infrastructure projects on pages 26 and 27 (*Collection began July 2022*)

3. Household Assistance (EC 2.1-2.8) – *Collection began January 2022*:
   - Number of households served (by program if recipient establishes multiple separate household assistance programs)

4. Small Business Economic Assistance (EC 1.8, 2.29-2.33) – *Collection began April 2022*
   - Number of small businesses served (by program if recipient establishes multiple separate small business assistance programs)

5. Assistance to Non-Profits (EC 1.9, 2.34)- *Collection began April 2022*
   - Number of Non-Profits served (by program if recipient establishes multiple separate non-profit assistance programs)

6. Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (EC 1.10, 2.35-2.36) – *Collection began April 2022*:
   - If aid is provided to industries other than travel, tourism, and hospitality (EC 2.36), describe if the industry experienced at least 8 percent employment loss from pre-pandemic levels, or the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, and rationale for providing aid to the industry
   - For each subaward:
     - Sector of employer (Note: additional detail, including list of sectors, to be provided in the user guide posted to www.treasury.gov/SLFRP)
     - Purpose of funds (e.g., payroll support, safety measure implementation)

7. Education Assistance (EC 2.14, 2.24-.2.27) – *Collection began in January 2022*:
   - The National Center for Education Statistics ("NCES") School ID or NCES District ID. List the School District if all schools within the school district received some funds. If not all schools within the school district received funds, list the School ID of the schools that received funds. These can allow evaluators to link data from the NCES to look at school-level demographics and, eventually, student performance.[18]

8. Payroll for Public Health and Safety Employees (EC 3.1) – *Collection began in January 2022*:
   - Number of government FTEs responding to COVID-19 supported under this authority

9. Rehiring Public Sector Staff (EC 3.2) – *Collection began in January 2022*:
   - Number of FTEs rehired by governments under this authority

10. Premium Pay (both Public Sector EC 4.1 and Private Sector EC 4.2) – *Collection began in January 2022; additional field began in April 2022*
    - List of sectors designated as critical to protecting the health and well-being of residents by the chief executive of the jurisdiction, if beyond those included in the final rule *(Collection began January 2022)*
    - Number of workers to be served (*Collection began January 2022)*
    - Employer sector for all subawards to third-party employers (i.e., employers other than the State, local, or Tribal government) (*Collection began January 2022)*
    - For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is

[18] For more information on NCES identification numbers see https://nces.ed.gov/ccd/districtsearch/ (districts) and https://nces.ed.gov/ccd/schoolsearch/ (schools).

higher, on an annual basis; OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions:
    - A brief written narrative justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19, and why the recipient government determined that the premium pay was responsive to workers performing essential work during the pandemic. This description should not include personally identifiable information; when addressing individual workers, recipients should be careful not to include this information. Recipients may consider describing the workers' occupations and duties in a general manner as necessary to protect privacy (*Collection began January 2022)*
- Number of workers to be served with premium pay in K-12 schools (*Collection began April 2022)*

11. Revenue replacement (EC 6.1) – *Collection began in August 2021*:
As outlined in the final rule, recipients have the option to make a one-time decision to calculate revenue loss according to the formula outlined in the final rule or elect a "Standard Allowance" of up to $10 million, not to exceed the award allocation, to spend on government services throughout the period of performance. The option to make this one-time decision was provided during the April 30, 2022 reporting deadline.

    For recipients electing the "Standard Allowance," Treasury will presume that up to $10 million, not to exceed the award allocation, in revenue has been lost due to the public health emergency. Recipients are permitted to use that amount to fund "government services." Please note that electing the standard allowance does not change a recipient's total allocation. Recipients that elect to use this standard allowance will make this election instead of calculating lost revenue using the formula.

    For recipients calculating revenue loss according to the formula, the final rule permits recipients to choose whether to use calendar or fiscal year calculation dates. Recipients must use the same calculation time frame (calendar or fiscal year) throughout the award period.

    Recipients calculating lost revenue using the formula should report the following:

    - Choice of fiscal or calendar year revenue loss (choice must remain consistent throughout award period)
    - General revenue collected over the past 12 months as of the most recent calculation date, as outlined in the final rule.
    - Calculated revenue loss due to the Covid-19 public health emergency; and
    - An explanation of how the revenue replacement funds were allocated to government services (note: additional instructions and/or template provided in the user guide posted at www.treasury.gov/SLFRPReporting).

    For information on treatment of future tax changes, please see the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule*.

k. Required Programmatic Data for Infrastructure Projects (EC 5): For all projects listed under the Water, Sewer, and Broadband Expenditure Categories (see Appendix 1), more detailed project-level information is required. Each project will be required to report expenditure data as described above, but will also report the following information:

    1. All infrastructure projects (EC 5) – *Collection began in January 2022:*

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location
- For projects over $10 million (based on expected total cost):
  a. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
     - The number of employees of contractors and sub-contractors working on the project;
     - The number of employees on the project hired directly and hired through a third party;
     - The wages and benefits of workers on the project by classification; and
     - Whether those wages are at rates less than those prevailing.[19]

     Recipients must maintain sufficient records to substantiate this information upon request.
  b. A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
     - How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
     - How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
     - How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
     - Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
     - Whether the project has completed a project labor agreement.
  c. Whether the project prioritizes local hires.
  d. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

2. Water and sewer projects (EC 5.1-5.18) *Required once the project starts:*
   - National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund) (*Collection began in January 2022)*

[19] As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed.

- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund) (*Collection began January 2022)*
- Median Household Income of service area *(Collection began in April 2022)*
- Lowest Quintile Income of the service area *(Collection began in April 2022)*

3. Broadband projects (EC 5.19-5.21) *Collection includes new fields that began in July 2022. Additional fields will be phased in through future reporting periods, as noted below.*

Overall Project Information

- Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
  - If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
  - Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- Confirm that the service provider for the project has, or will upon completion of the project, either participated in the Federal Communications Commission (FCC)'s Affordable Connectivity Program (ACP) or otherwise provided access to a broad-based affordability program that provides benefits to households commensurate with those provided under the ACP to low-income consumers in the proposed service area of the broadband infrastructure *(applicable only to projects that provide service to households).*

Detailed Project Information

- Project technology type(s) (Planned/Actual)
  - Fiber
  - Coaxial Cable
  - Terrestrial Fixed Wireless
  - Other (specify)
- Total miles of fiber deployed (Planned/Actual)
- Total number of funded locations served (Planned/Actual)
  - Total number of funded locations served, broken out by speeds:
    - Pre-SLFRF Investment:
      - Number receiving 25/3 Mbps or below
      - Number receiving between 25/3 Mbps and 100/20 Mbps
    - Post-SLFRF Investment (Planned/Actual):
      - Number receiving minimum 100/100 Mbps
      - Number receiving minimum 100/20 Mbps and scalable to minimum 100/100 Mbps
  - Total number of funded locations served, broken out by type (Planned/Actual):
    - Residential
      - Total Housing Units
    - Business
    - Community anchor institution
- Speed tiers offered, corresponding non-promotional prices, including associated fees, and data allowance for each speed tier of broadband service (*collection to be phased in a future reporting period)*

Location-by-Location Project Information

For each location served by a Project, the recipient must collect from the subrecipient or contractor and submit the following information to Treasury using a predetermined file format that will be provided by Treasury (*collection of certain fields will begin in October 2022, as specified below*):

- Latitude/longitude at the structure where service will be installed (*required starting October 2022)*Technology used to offer service at the location (*required starting October 2022)*
- Location type (*required starting October 2022)*
  - Residential
    - If Residential, Number of Housing Units
  - Business
  - Community anchor institution
- Speed tier at the location pre-SLFRF investment (*collection to be phased in)*
  - 25/3 Mbps or below
  - Between 25/3 Mbps and 100/20 Mbps
- Speed and latency at the location post-SLFRF investment (*collection to be phased in)*
  - Maximum download speed offered
  - Maximum download speed delivered
  - Maximum upload speed offered
  - Maximum upload speed delivered
  - Latency
- Standardized FCC Identifiers
  - Fabric ID # (Broadband Serviceable Fabric Locations)
  - FCC Issued Provider ID #

I. Additional Required Programmatic Data for States, U.S. territories, and metropolitan cities and counties with a population that exceeds 250,000 residents only: As noted in the Recovery Plan section of this guidance, states, U.S. territories, and metropolitan cities and counties with a population over 250,000 are required to provide additional data in the Project and Expenditure report for projects in the following expenditure categories:

1. Use of Evidence (for relevant ECs noted in Appendix 1)—*Collection began April 2022*
   - The dollar amount of the total project spending that is allocated towards evidence-based interventions
   - Whether a program evaluation of the project is being conducted

2. Household Assistance (EC 2.2, Long-Term Housing Security (EC 2.15-2.16) and Housing Support (EC 2.17-2.18):
   - Number of households receiving eviction prevention services (including legal representation)
   - Number of affordable housing units preserved or developed

3. Assistance to Unemployed or Underemployed Workers (EC 2.10) and Community Violence Interventions (EC 1.11):
   - Number of workers enrolled in sectoral job training programs
   - Number of workers completing sectoral job training programs
   - Number of people participating in summer youth employment programs

4. Addressing Educational Disparities (EC 2.24-2.26) and Addressing Impacts of Lost Instructional Time (EC 2.27):
   - Number of students participating in evidence-based tutoring programs[20]

5. Healthy Childhood Environments (EC 2.11-2.14):

[20] For more information on evidence-based tutoring programs, refer to the U.S. Department of Education's 2021 ED COVID-19 Handbook (Volume 2), which summarizes research on evidence-based tutoring programs (see the bottom of page 20.

- Number of children served by childcare and early learning services (pre-school/pre-K/ages 3-5)
- Number of families served by home visiting

m. NEU Documentation (NEUs only): Each NEU is also required to provide the following information once its accounts are established in Treasury's Reporting Portal and prior to the due date for their first Project and Expenditure Report (due April 30, 2022):
   - Copy of the signed award terms and conditions agreement (which was signed and submitted to the State as part of the request for funding)
   - Copy of the signed assurances of compliance with Title VI of the Civil Rights Act of 1964 (which was signed and submitted to the State as part of the request for funding)
   - Copy of actual budget documents validating the top-line budget total provided to the State as part of the request for funding

   NEU accounts are established in Treasury's Portal based on information provided by the States or territories, as further described in Section Part 2 D below.

C. Recovery Plan Performance Report

States, territories, and metropolitan cities and counties with a population that exceeds 250,000 residents (i.e., Tier 1 recipients) will also be required to publish and submit to Treasury a Recovery Plan performance report ("Recovery Plan"). Each Recovery Plan must be posted on an easily discoverable webpage on the public-facing website of the recipient by the same date the recipient submits the report to Treasury. Treasury recommends that Recovery Plans be accessible within three clicks or fewer from the homepage of the recipient's website. Within Treasury's reporting portal, recipients must upload a link to the publicly available Recovery Plan and provide required data.

The Recovery Plan provides the public and Treasury both retrospective and prospective information on the projects recipients are undertaking or planning to undertake with program funding and how they are planning to ensure program outcomes are achieved in an effective, efficient, and equitable manner. While this guidance outlines some minimum requirements for the Recovery Plan, each recipient is encouraged to add information to the plan that they feel is appropriate to provide information to their constituents on efforts they are taking to respond to the pandemic and promote economic recovery. Each jurisdiction may determine the general form and content of the Recovery Plan, as long as it includes the minimum information required by Treasury. Treasury provided a template (located at www.treasury.gov/SLFRP) but recipients may modify this template as appropriate for their jurisdiction, provided the modified template meets Treasury's requirements, outlined below. Through the Recovery Plan, recipients may link to public documents, including, but not limited to, legislation, dashboards, survey results, community engagement reports, and equity frameworks to support the Recovery Plan narrative. The Recovery Plan should include key performance indicators identified by the recipient and some mandatory indicators identified by Treasury, as noted below.

The initial Recovery Plan covered the period from the date of award to July 31, 2021 and was required to be submitted to Treasury by August 31, 2021, or 60 days after receiving funding. Thereafter, the Recovery Plan will cover a 12-month period and recipients are required to submit the report to Treasury after the end of the 12-month period by July 31. The Recovery Plan should include both retrospective information covering the time period of the Recovery Plan along with prospective information on future work to be undertaken with SLFRF funds or on the planning that has been undertaken during the covered period. **Table 5** summarizes the report timelines:

Table 5 Recovery Plan Timeline

Annual Report	Period Covered	Due Date
1	Award Date – July 31, 2021	August 31, 2021 or 60 days after receiving funding
2	July 1, 2021 – June 30, 2022	July 31, 2022
3	July 1, 2022 – June 30, 2023	July 31, 2023
4	July 1, 2023 – June 30, 2024	July 31, 2024
5	July 1, 2024 – June 30, 2025	July 31, 2025
6	July 1, 2025 – June 30, 2026	July 31, 2026
7	July 1, 2026 – December 31, 2026	April 30, 2027

Recovery Plans submitted as part of reporting are used by Treasury, third party organizations, the public, and other stakeholders to obtain a comprehensive understanding of SLFRF's largest recipients' planned and actual usage of SLFRF funding, including the jurisdiction's policy goals, its strategy for achieving them, and specific projects or initiatives underway. Alignment of data reported in Project and Expenditure reports and Recovery Plans is expected by both Treasury and SLFRF's many stakeholders. Finally, Recovery Plans will be posted publicly by Treasury to provide transparency about how program funds are being used by recipient governments.

The Recovery Plan must include, at a minimum, the following information:

1. Executive Summary

In this section, recipients should provide a high-level overview of the jurisdiction's intended and actual uses of funding including, but not limited to: the jurisdiction's strategy, goals, and plan for using Fiscal Recovery Funds to respond to the pandemic and promote economic recovery, key outcome goals, progress to date on those outcomes, and any noteworthy challenges or opportunities identified during the reporting period.

2. Uses of Funds

In this section, recipients should describe in further detail the strategy and goals of their jurisdiction's SLFRF program, such as how their jurisdiction's approach would help support a strong and equitable recovery from the COVID-19 pandemic and economic downturn. Recipients should describe how their intended and actual uses of funds will achieve their goals. Given the broad eligible uses of funds established by the final rule and the specific needs of different jurisdictions, recipients should also explain how the funds would support the communities, populations, or individuals in their jurisdiction. Recipients should describe how their use of funds supports their overall strategy and goals in the following areas:

a. Public Health (EC 1): As relevant, describe how funds are being used to respond to COVID-19, the broader health impacts of COVID-19, and the COVID-19 public health emergency, including community violence interventions and behavioral health.
b. Negative Economic Impacts (EC 2): As relevant, describe how funds are being used to respond to negative economic impacts of the COVID-19 public health emergency, including services to households (such as affordable housing, job training, and childcare), small businesses, non-profits, and impacted industries.
c. Public Health-Negative Economic Impact: Public Sector Capacity (EC 3): As relevant, describe how funds are being used to support public sector workforce and capacity, including public sector payroll, rehiring of public sector workers, and building of public sector capacity.
d. Premium Pay (EC 4): As relevant, describe the approach, goals, and sectors or occupations served in any premium pay program. Describe how the approach prioritizes low-income workers and/or any particular group of eligible workers.
e. Water, sewer, and broadband infrastructure (EC 5): As relevant, describe the approach, goals, and types of projects being pursued. Where relevant, recipients should note how projects

contribute to addressing climate change and/or how projects benefit disadvantaged communities in line with the Justice40 Initiative.[21]

f. Revenue Replacement (EC 6): Describe the loss in revenue, including if electing the standard allowance, due to the COVID-19 public health emergency, and how funds have been used to provide government services, including any funds used under revenue loss for non-federal cost-share or matching requirements of other federal programs.

If appropriate, recipients may also include information on their jurisdiction's use (or planned use) of other federal recovery funds, including other programs under the American Rescue Plan such as Emergency Rental Assistance, the Homeowner Assistance Fund, the Capital Projects Fund, the State Small Business Credit Initiative, and so forth, to provide broader context on the overall approach for pandemic recovery. Jurisdictions may also address use of SLFRF funds in coordination with, or in preparation for, funding available through the Infrastructure Investment and Jobs Act.

3. Promoting equitable outcomes

Treasury encourages uses of funds that advance strong, equitable growth, including economic and racial equity. For the purposes of the SLFRF, equity is described in the Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, as issued on January 20, 2021.

In this section, recipients should describe, as applicable, their efforts to promote equitable outcomes, including economic and racial equity, and their efforts to design, implement, and measure their SLFRF program and projects with equity in mind.

In describing their efforts to **design** their SLFRF program and projects with equity in mind, recipients may consider the following:

a. Goals: Are there particular historically underserved, marginalized, or adversely affected groups that recipients intend to serve within their jurisdiction?
b. Awareness: How equitable and practical is the ability for residents or businesses to become aware of the services funded by SLFRF?
c. Access and Distribution: Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?
d. Outcomes: How are intended outcomes focused on closing gaps and/or reaching universal levels of service? How is the considering disaggregating outcomes by race, ethnicity, and other equity dimensions where relevant for the policy objective?

In describing their efforts to **implement** their SLFRF program and projects with equity in mind, recipients may consider the following:

a. Goals and Targets: Please describe how planned or current uses of funds prioritize economic and racial equity as a goal, name specific targets intended to produce meaningful equity results at scale, and include initiatives to achieve those targets.
b. Project Implementation: In addition, please explain how the jurisdiction's overall equity strategy translates into focus areas for SLFRF projects and the specific services or programs offered by the jurisdiction in the following Expenditure Category, as indicated in the final rule.

    Negative Economic Impacts (EC 2): assistance to households, small businesses, and non-profits to address impacts of the pandemic, which have been most severe among low-income populations. This includes assistance with food, housing, and other needs; employment programs for people with barriers to employment who faced negative economic impacts from

[21] See Executive Order 14008, On Tackling the Climate Crisis at Home and Abroad and the Interim Implementation Guidance for the Justice40 Initiative, OMB M-21-28.

the pandemic (such as residents of low-income neighborhoods, minorities, disconnected youth, the unemployed, formerly incarcerated people, veterans, and people with disabilities); services to provide long-term housing security and housing supports, address educational disparities, or provide child care and early learning services; and other strategies that provide impacted and disproportionately impacted communities with services to address the negative economic impacts of the pandemic

The first annual Recovery Plan, due in 2021, was required to describe initial efforts and intended outcomes to promote equity, as applicable. Beginning in 2022, each annual Recovery Plan must provide an update, using qualitative and quantitative data, on how the recipients' approach achieved or promoted equitable outcomes or progressed against equity goals during the performance period, as applicable. Each jurisdiction should describe any constraints or challenges that impacted project success in terms of increasing equity. In particular, this section should describe the geographic and demographic distribution of funding, including whether it is targeted toward traditionally marginalized communities (recipients may reference the demographic data information in their Project and Expenditure Reports as relevant).

4. Community Engagement

In this section, recipients should describe how their jurisdiction's planned or current use of funds incorporates community engagement strategies including written feedback through surveys, project proposals, and related documents; oral feedback through community meetings, issue-specific listening sessions, stakeholder interviews, focus groups, and additional public engagement; as well as other forms of input, such as steering committees, taskforces, and digital campaigns that capture diverse feedback from the community. Recipients may describe completed or planned community engagement strategies specifically focused on their SLFRF program and projects or community engagement strategies that included SLFRF among other government programs. Recipients should also describe how community engagement strategies support their equity goals, including engagement with communities that have historically faced significant barriers to services, such as people of color, people with low incomes, limited English proficient populations, and other traditionally underserved groups.

5. Labor Practices

In this section, recipients should describe workforce practices on any infrastructure projects or capital expenditures being pursued. How are projects using strong labor standards to promote effective and efficient delivery of high-quality infrastructure projects while also supporting the economic recovery through strong employment opportunities for workers? For example, report whether any of the following practices are being utilized: project labor agreements, community benefits agreements, prevailing wage requirements, and local hiring.

6. **Use of Evidence**

In this section of the Recovery Plan, recipients should describe whether and how evidence-based interventions and/or program evaluation are incorporated into their SLFRF program. Recipients may include links to evidence standards, evidence dashboards, evaluation policies, and other public facing tools that are used to track and communicate the use of evidence and evaluation for Fiscal Recovery Funds. Recipients are encouraged to consider how a learning agenda, either narrowly focused on SLFRF or broadly focused on the recipient's broader policy agenda, could support their overarching evaluation efforts in order to create an evidence-building strategy for their jurisdiction.[22]

In the Project Inventory section of the Recovery Plan (see Section 8 below), recipients should identify whether SLFRF funds are being used for evidence-based interventions[23] and/or if projects are being evaluated through rigorous program evaluations that are designed to build evidence. In the Project Inventory, recipients must briefly describe the goals of the project and the evidence base for the

[22] For more information on learning agendas, please see OMB M-19-23

[23] As noted in Appendix 2, evidence-based refers to interventions with strong or moderate levels of evidence.

interventions funded by the project. As part of the Project Inventory section, recipients must also specifically identify the dollar amount of the total project spending that is allocated towards evidence-based interventions for each project in the Expenditure Categories noted with an asterisk in Appendix 1. Please note that to increase consistency, the Project and Expenditure report now also includes fields for recipients to identify the dollar amount of the total project spending that is allocated to evidence-based interventions and to indicate if a program evaluation of the project is being conducted.

Recipients are encouraged to reference relevant evidence clearinghouses, among other sources, to assess the level of evidence for their interventions and identify evidence-based models that could be applied in their jurisdiction; such evidence clearinghouses include the U.S. Department of Education's What Works Clearinghouse, the U.S. Department of Labor's CLEAR, and the Childcare & Early Education Research Connections and the Home Visiting Evidence of Effectiveness clearinghouses from Administration for Children and Families, as well as other clearinghouses relevant to particular projects conducted by the recipient.

Recipients are exempt from reporting on evidence-based interventions in cases where a program evaluation is being conducted. In such cases where a recipient is conducting a program evaluation, recipients must describe the evaluation design, including whether it is a randomized or quasi-experimental design; the key research questions being evaluated; whether the study has sufficient statistical power to disaggregate outcomes by demographics; and the timeframe for the completion of the evaluation (including a link to the completed evaluation if relevant).[24] Once the evaluation has been completed, recipients must post the evaluation publicly and link to the completed evaluation in the Recovery Plan. Once an evaluation has been completed (or has sufficient interim findings to determine the efficacy of the intervention), recipients should determine whether the spending for the evaluated interventions should be counted towards the dollar amount categorized as evidence-based for the relevant project.

For all projects, recipients may be selected to participate in a national evaluation, which might, for example, study their project along with similar projects in other jurisdictions that are focused on the same set of outcomes. In such cases, recipients may be asked to share information and data that is needed for the national evaluation.

Appendix 2 contains additional information on evidence-based interventions for the purposes of the Recovery Plan.

7. Performance Report

In this section, recipients should describe how performance management is incorporated into their SLFRF program, including how they are tracking their overarching jurisdictional goals for these funds as well as measuring results for individual projects. The recipient has flexibility in terms of how this information is presented in the Recovery Plan, and may report key performance indicators for each project, or may group projects with substantially similar goals and the same outcome measures. In some cases, the recipient may choose to include some indicators for each individual project as well as crosscutting indicators. Recipients may include links to performance management dashboards, performance management policies, and other public facing tools that are used to track and communicate the performance of Fiscal Recovery Funds. In addition to outlining in this section their high-level approach to performance management, recipients must also include key performance indicators for each SLFRF project in the Project Inventory section (described below in #8).

Performance indicators should include both output and outcome measures. Output measures, such as the number of students enrolled in an early learning program, provide valuable information about the early implementation stages of a project. Outcome measures, such as the percent of students

[24] For more information on the required standards for program evaluation, see OMB M-20-12.

reading on grade level, provide information about whether a project is achieving its overall goals. Recipients are encouraged to use logic models[25] to identify their output and outcome measures.

While the initial Recovery Plan focused heavily on early output goals, recipients should include the related outcome goal for each project and provide updated information on achieving these outcome goals in subsequent annual reports. In cases where recipients are conducting a program evaluation for a project (as described above), the outcome measures in the performance report should be aligned with those being evaluated in the program. As described in the final rule, to support their performance measurement and program improvement efforts, recipients are permitted to use funds to make improvements to data or technology infrastructure and data analytics, as well as perform program evaluations.

While recipients have discretion on the full suite of performance indicators to include, a number of mandatory performance indicators and programmatic data must be included. These are necessary to allow Treasury to conduct oversight as well as understand and aggregate program outcomes across recipients. This section provides an overview of the mandatory performance indicators and programmatic data. This information should be included in the Project Inventory, but this data will also need to be entered directly into the Treasury reporting portal as part of the Project and Expenditure report, as Treasury has added these fields (for Tier 1 recipients only) to the Project and Expenditure report. Below is a list of required data for each Expenditure Category, where relevant.

a. Household Assistance (EC 2.2), Long-Term Housing Security (EC 2.15-2.16) and Housing Support (EC 2.17-2.18):
   - Number of households receiving eviction prevention services (including legal representation)
   - Number of affordable housing units preserved or developed

b. Assistance to Unemployed or Underemployed Workers (EC 2.10) and Community Violence Interventions (EC 1.11):
   - Number of workers enrolled in sectoral job training programs
   - Number of workers completing sectoral job training programs
   - Number of people participating in summer youth employment programs

c. Addressing Educational Disparities (EC 2.24-2.26) and Addressing Impacts of Lost Instructional Time (EC 2.27):
   - Number of students participating in evidence-based tutoring programs[26]

d. Healthy Childhood Environments (EC 2.11-2.14):
   - Number of children served by childcare and early learning services (pre-school/pre-K/ages 3-5)
   - Number of families served by home visiting

The initial report should have included the key indicators above. Each annual report thereafter should include updated data for the performance period as well as prior period data, and a brief narrative adding any additional context to help the reader interpret the results and understand any changes in performance indicators over time. To the extent possible, Treasury also encourages recipients to provide data disaggregated by race, ethnicity, gender, income, and other relevant factors.

8. Project Inventory

[25] A logic model is a tool that depicts the intended links between program investments and outcomes, specifically the relationships among the resources, activities, outputs, outcomes, and impact of a program.
[26] For more information on evidence-based tutoring programs, refer to the U.S. Department of Education's 2021 ED COVID-19 Handbook (Volume 2), which summarizes research on evidence-based tutoring programs (see the bottom of page 20.).

In this section, recipients should list the name and provide a brief description of each SLFRF funded project. Projects are defined as a grouping of closely related activities that together are intended to achieve a specific goal or are directed toward a common purpose. These activities can include new or existing eligible government services or investments funded in whole or in part by SLFRF funding.

For each project, recipients should include the project name, funding amount, identification number (the same identification number created by the recipient that matches the identification number used in the quarterly Project and Expenditure Report), project Expenditure Category (see Appendix 1), and a description of the project that includes an overview of the main activities of the project, approximate timeline, primary delivery mechanisms and partners, and intended outcomes. Each jurisdiction should also include a link to the website of the project if available. This information will provide context and additional detail for the information reported quarterly in the Project and Expenditure Report.

For infrastructure projects, where relevant, recipients should describe how the project contributes to addressing climate change and/or advances the Justice40 initiative[27], which sets a target of providing 40 percent of the benefits of certain federal investments, including climate and clean energy investments to disadvantaged communities.

As noted above in section 6, the Project Inventory must also include information about the dollar amount of the total project spending that is allocated towards evidence-based interventions (or describe how projects are being evaluated as noted above). As described above in section 7, the Project Inventory must also contain information about the performance indicators for each project, including both those measures that recipients have defined for each project as well as the mandatory performance indicators defined by Treasury.

Recipients have flexibility in the presentation and format of their Project Inventory, provided it includes the minimum required information. Recipients have the option of downloading a spreadsheet of the information entered into their Project and Expenditure Report to assist them in creating the Project Inventory in their Recovery Plan. However, recipients must ensure that their Project Inventory contains the additional information required by this guidance, including but not limited to information about performance measures and evidence/evaluation for each project. In all cases, recipients must post publicly (and submit to Treasury) a single PDF file of their Recovery Plan, which includes the Project Inventory.

D. Distributions to NEUs

Each state and territory is required to provide regular updates on their NEU distributions as well as their distributions to units of general local government within counties that are not units of general local government. The distribution template generally requests information on whether the local government has (1) received funding; (2) declined funding and requested a transfer to the state under Section 603(c)(4) of the Act; or (3) not taken action on its funding or declined funding.

For NEUs, states and territories should be prepared to report on their information, including the following:

- NEU name
- NEU UEI number
- NEU Taxpayer Identification Number (TIN)
- NEU Recipient Number (a unique identification code for each NEU assigned by the State or territory to the NEU as part of the request for funding)
- NEU contact information (e.g., address, point of contact name, point of contact email address, and point of contact phone number)
- NEU authorized representative name and email address

[27] See Executive Order 14008, On Tackling the Climate Crisis at Home and Abroad and the Interim Implementation Guidance for the Justice40 Initiative, OMB M-21-28.

- Initial allocation and, if applicable, subsequent allocation to the NEU (before application of the 75 percent cap)
- Total NEU reference budget (as submitted by the NEU to the State or territory as part of the request for funding)
- Amount of the initial and, if applicable, subsequent allocation above 75 percent of the NEU's reference budget which will be returned to Treasury
- Payment amount(s)
- Payment date(s)

States with "weak" minor civil divisions (i.e., Illinois, Indiana, Kansas, Missouri, Nebraska, North Dakota, Ohio, and South Dakota) should also list any minor civil divisions that the state deemed ineligible.

For each eligible NEU that declined funding and requested a transfer to the state under Section 603(c)(4) of the Social Security Act, the state or territory must also attach a form signed by the NEU, as detailed in the Guidance on Distributions of Funds to Non-Entitlement Units of Local Government.

Appendix 1: Expenditure Categories

Treasury's final rule provides greater flexibility and simplicity for recipients to fight the pandemic and support families and businesses struggling with its impacts, maintain vital services amid revenue shortfalls, and build a strong, resilient, and equitable recovery. As such, recipients began reporting on a broader set of eligible uses and associated Expenditure Categories ("EC"), starting with the April 2022 Project and Expenditure Report than they did in their interim reports, initial Recovery Plans, and January Project and Expenditure Report. The table below includes the new Expenditure Categories, as well as a reference to previous Expenditure Categories aligned with the interim final rule and used for reporting before this date.

The Expenditure Categories (EC) listed below must be used to categorize each project as noted in Part 2 above. The term "Expenditure Category" refers to the detailed level (e.g., 1.1 COVID-19 Vaccination). When referred to as a category (e.g., EC 1) it includes all Expenditure Categories within that level.

*Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions (see Use of Evidence section above for details)

^Denotes areas where recipients must report on whether projects are primarily serving disproportionately impacted communities (see Project Demographic Distribution section above for details)

Expenditure Category	EC[28]	Previous EC[29]
1: Public Health		
COVID-19 Mitigation & Prevention		
COVID-19 Vaccination^	1.1	1.1
COVID-19 Testing^	1.2	1.2
COVID-19 Contact Tracing^	1.3	1.3
Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)*^	1.4	1.4
Personal Protective Equipment^	1.5	1.5
Medical Expenses (including Alternative Care Facilities)^	1.6	1.6
Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)^	1.7	1.8
COVID-19 Assistance to Small Businesses^	1.8	-
COVID 19 Assistance to Non-Profits^	1.9	-
COVID-19 Aid to Impacted Industries^	1.10	-
Community Violence Interventions		
Community Violence Interventions*^	1.11	3.16
Behavioral Health		
Mental Health Services*^	1.12	1.10
Substance Use Services*^	1.13	1.11
Other		
Other Public Health Services^	1.14	1.12
Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency	-	1.7
2: Negative Economic Impacts		
Assistance to Households		
Household Assistance: Food Programs*^	2.1	2.1

[28] Under the final rule to be used starting with April 2022 reports

[29] Under the interim final rule to be used in Interim Report and January 2022 Project and Expenditure Report

Expenditure Category	EC[28]	Previous EC[29]
Household Assistance: Rent, Mortgage, and Utility Aid*^	2.2	2.2
Household Assistance: Cash Transfers*^	2.3	2.3
Household Assistance: Internet Access Programs*^	2.4	2.4
Household Assistance: Paid Sick and Medical Leave^	2.5	-
Household Assistance: Health Insurance*^	2.6	-
Household Assistance: Services for Un/Unbanked*^	2.7	-
Household Assistance: Survivor's Benefits^	2.8	-
Unemployment Benefits or Cash Assistance to Unemployed Workers*^	2.9	2.6
Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives)*^	2.10	2.7
Healthy Childhood Environments: Child Care*^	2.11	3.6
Healthy Childhood Environments: Home Visiting*^	2.12	3.7
Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System*^	2.13	3.8
Healthy Childhood Environments: Early Learning*^	2.14	3.1
Long-term Housing Security: Affordable Housing*^	2.15	3.10
Long-term Housing Security: Services for Unhoused Persons*^	2.16	3.11
Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities*^	2.17	-
Housing Support: Other Housing Assistance*^	2.18	3.12
Social Determinants of Health: Community Health Workers or Benefits Navigators*^	2.19	3.14
Social Determinants of Health: Lead Remediation*^	2.20	3.15
Medical Facilities for Disproportionately Impacted Communities^	2.21	-
Strong Healthy Communities: Neighborhood Features that Promote Health and Safety^	2.22	-
Strong Healthy Communities: Demolition and Rehabilitation of Properties^	2.23	-
Addressing Educational Disparities: Aid to High-Poverty Districts^	2.24	3.2
Addressing Educational Disparities: Academic, Social, and Emotional Services*^	2.25	3.3
Addressing Educational Disparities: Mental Health Services*^	2.26	3.4
Addressing Impacts of Lost Instructional Time^	2.27	-
Contributions to UI Trust Funds^	2.28	2.8
Assistance to Small Businesses		
Loans or Grants to Mitigate Financial Hardship^	2.29	2.9
Technical Assistance, Counseling, or Business Planning*^	2.30	
Rehabilitation of Commercial Properties or Other Improvements^	2.31	-
Business Incubators and Start-Up or Expansion Assistance*^	2.32	
Enhanced Support to Microbusinesses*^	2.33	
Assistance to Non-Profits		
Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)^	2.34	2.10
Aid to Impacted Industries		
Aid to Tourism, Travel, or Hospitality^	2.35	2.11
Aid to Other Impacted Industries^	2.36	2.12
Other		
Economic Impact Assistance: Other*^	2.37	2.13
Household Assistance: Eviction Prevention*^	-	2.5
Education Assistance: Other*^	-	3.5

Expenditure Category	EC[28]	Previous EC[29]
Healthy Childhood Environments: Other*^	-	3.9
Social Determinants of Health: Other*^	-	3.13
3: Public Health-Negative Economic Impact: Public Sector Capacity		
General Provisions		
Public Sector Workforce: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers	3.1	1.9
Public Sector Workforce: Rehiring Public Sector Staff	3.2	2.14
Public Sector Workforce: Other	3.3	-
Public Sector Capacity: Effective Service Delivery	3.4	7.2
Public Sector Capacity: Administrative Needs	3.5	-
4: Premium Pay		
Public Sector Employees	4.1	4.1
Private Sector: Grants to Other Employers	4.2	4.2
5: Infrastructure		
Water and Sewer		
Clean Water: Centralized Wastewater Treatment	5.1	5.1
Clean Water: Centralized Wastewater Collection and Conveyance	5.2	5.2
Clean Water: Decentralized Wastewater	5.3	5.3
Clean Water: Combined Sewer Overflows	5.4	5.4
Clean Water: Other Sewer Infrastructure	5.5	5.5
Clean Water: Stormwater	5.6	5.6
Clean Water: Energy Conservation	5.7	5.7
Clean Water: Water Conservation	5.8	5.8
Clean Water: Nonpoint Source	5.9	5.9
Drinking water: Treatment	5.10	5.10
Drinking water: Transmission & Distribution	5.11	5.11
Drinking water: Lead Remediation, including in Schools and Daycares	5.12	5.12
Drinking water: Source	5.13	5.13
Drinking water: Storage	5.14	5.14
Drinking water: Other water infrastructure	5.15	5.15
Water and Sewer: Private Wells	5.16	-
Water and Sewer: IIJA Bureau of Reclamation Match	5.17	-
Water and Sewer: Other	5.18	-
Broadband		
Broadband: "Last Mile" projects	5.19	5.16
Broadband: IIJA Match	5.20	-
Broadband: Other projects	5.21	5.17
6: Revenue Replacement		
Provision of Government Services	6.1	6.1
Non-federal Match for Other Federal Programs	6.2	-
7: Administrative		
Administrative Expenses	7.1	7.1
Transfers to Other Units of Government	7.2	7.3
Transfers to Non-entitlement Units (States and territories only)	-	7.4

Treasury has prepared the additional guidance below to support recipients in implementing the new expenditure categories. This table includes only those previous expenditure categories that are changing under the new structure, aligned with the final rule.

January 2022 Expenditure Categories		April 2022 Guidance
1: Public Health		
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency	EC removed, capital expenditures can be designated in any relevant PH-NEI EC (e.g., new hospital wing would be tracked under EC 1.4)
1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)	EC is 1.7
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19	EC is 3.1
1.10	Mental Health Services*	EC is 1.12
1.11	Substance Use Services*	EC is 1.13
1.12	Other Public Health Services	EC is 1.14
2: Negative Economic Impacts		
2.5	Household Assistance: Eviction Prevention	EC is now included as part of 2.2
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers*	EC is 2.9
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)*^	EC is 2.10
2.8	Contributions to UI Trust Funds	EC is 2.28
2.9	Small Business Economic Assistance (General)*^	If public-health related (e.g., providing rapid tests for small businesses), EC is 1.8; if related to negative economic impact eligible use (e.g., grants, technical assistance, rehabilitation, incubators, or microbusinesses), EC is 2.29-2.33
2.10	Aid to Nonprofit Organizations*	If public-health related (e.g., providing rapid tests for non-profits), EC is 1.9; if related to negative economic impact (e.g., grants to stabilize non-profit budget), EC is 2.34
2.11	Aid to Tourism, Travel, or Hospitality	EC is 2.35
2.12	Aid to Other Impacted Industries	EC is 2.36
2.13	Other Economic Support*^	EC is 2.37, re-named Other Economic Impact
2.14	Rehiring Public Sector Staff	EC is 3.2
3: Services to Disproportionately Impacted Communities		
3.1	Education Assistance: Early Learning*^	EC is 2.14
3.2	Education Assistance: Aid to High-Poverty Districts ^	EC is 2.24
3.3	Education Assistance: Academic Services*^	EC is 2.25, social and emotional services will now be tracked under this EC
3.4	Education Assistance: Social, Emotional, and Mental Health Services*^	EC is 2.26, if social and emotional services, EC is 2.25;

January 2022 Expenditure Categories		April 2022 Guidance
3.5	Education Assistance: Other*^	EC is 2.37, collected under Other Economic Impact
3.6	Healthy Childhood Environments: Child Care*^	EC is 2.11
3.7	Healthy Childhood Environments: Home Visiting*^	EC is 2.12
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System*^	EC is 2.13
3.9	Healthy Childhood Environments: Other*^	EC is 2.37, collected under Other Economic Impact
3.10	Housing Support: Affordable Housing*^	EC is 2.15
3.11	Housing Support: Services for Unhoused Persons*^	EC is 2.16
3.12	Housing Support: Other Housing Assistance*^	EC is 2.18
3.13	Social Determinants of Health: Other*^	EC is 2.37, collected under Other Economic Impact
3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators*^	EC is 2.19
3.15	Social Determinants of Health: Lead Remediation^	EC is 2.20
3.16	Social Determinants of Health: Community Violence Interventions*^	EC is 1.11
5: Infrastructure		
5.16	Broadband: "Last Mile" projects	EC is 5.19
5.17	Broadband: Other projects	EC is 5.20
7: Administrative		
7.2	Evaluation and Data Analysis	EC is 3.4 and has been renamed Effective Service Delivery
7.3	Transfers to Other Units of Government	EC is 7.2
7.4	Transfers to Non-entitlement Units (States and territories only)	To be separately reported as part of NEU/Non-UGLG module. Refer to Part 2 Section D.

Appendix 2: Evidenced-Based Intervention Additional Information

What is evidence-based?
For the purposes of the SLFRF, with the exception of investments in educational services (see additional information below), evidence-based refers to interventions with strong or moderate evidence as defined below:

Strong evidence means that the evidence base can support causal conclusions for the specific program proposed by the applicant with the highest level of confidence. This consists of one or more well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes.

Moderate evidence means that there is a reasonably developed evidence base that can support causal conclusions. The evidence base consists of one or more quasi-experimental studies with positive findings on one or more intended outcomes OR two or more non-experimental studies with positive findings on one or more intended outcomes. Examples of research that meet the standards include: well-designed and well-implemented quasi-experimental studies that compare outcomes between the group receiving the intervention and a matched comparison group (i.e., a similar population that does not receive the intervention).

Preliminary evidence means that the evidence base can support conclusions about the program's contribution to observed outcomes. The evidence base consists of at least one non-experimental study. A study that demonstrates improvement in program beneficiaries over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn about and improve program operations would constitute preliminary evidence. Examples of research that meet the standards include: (1) outcome studies that track program beneficiaries through a service pipeline and measure beneficiaries' responses at the end of the program; and (2) pre- and post-test research that determines whether beneficiaries have improved on an intended outcome.

For investments in educational services, "evidence-based", consistent with the American Rescue Plan Act, has the meaning in section 8101(21) of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6301 *et seq.*). Please see page 16 of this Frequently Asked Questions resource on the Department of Education's Elementary and Secondary School Emergency Relief Programs and Governor's Emergency Education Relief Programs for more information.

Appendix 3: Expenditure Categories aligned with the Interim Final Rule

1: Public Health	
1.1	COVID-19 Vaccination ^
1.2	COVID-19 Testing ^
1.3	COVID-19 Contact Tracing
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5	Personal Protective Equipment
1.6	Medical Expenses (including Alternative Care Facilities)
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10	Mental Health Services*
1.11	Substance Use Services*
1.12	Other Public Health Services
2: Negative Economic Impacts	
2.1	Household Assistance: Food Programs* ^
2.2	Household Assistance: Rent, Mortgage, and Utility Aid* ^
2.3	Household Assistance: Cash Transfers* ^
2.4	Household Assistance: Internet Access Programs* ^
2.5	Household Assistance: Eviction Prevention* ^
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers*
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)* ^
2.8	Contributions to UI Trust Funds
2.9	Small Business Economic Assistance (General)* ^
2.10	Aid to Nonprofit Organizations*
2.11	Aid to Tourism, Travel, or Hospitality
2.12	Aid to Other Impacted Industries
2.13	Other Economic Support* ^
2.14	Rehiring Public Sector Staff
3: Services to Disproportionately Impacted Communities	
3.1	Education Assistance: Early Learning* ^
3.2	Education Assistance: Aid to High-Poverty Districts ^
3.3	Education Assistance: Academic Services* ^
3.4	Education Assistance: Social, Emotional, and Mental Health Services* ^
3.5	Education Assistance: Other* ^
3.6	Healthy Childhood Environments: Child Care* ^
3.7	Healthy Childhood Environments: Home Visiting* ^
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^
3.9	Healthy Childhood Environments: Other* ^
3.10	Housing Support: Affordable Housing* ^
3.11	Housing Support: Services for Unhoused Persons* ^

3.12	Housing Support: Other Housing Assistance* ^
3.13	Social Determinants of Health: Other* ^
3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators* ^
3.15	Social Determinants of Health: Lead Remediation ^
3.16	Social Determinants of Health: Community Violence Interventions* ^
4: Premium Pay	
4.1	Public Sector Employees
4.2	Private Sector: Grants to Other Employers
5: Infrastructure	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure
5.16	Broadband: "Last Mile" projects
5.17	Broadband: Other projects
6: Revenue Replacement	
6.1	Provision of Government Services
7: Administrative	
7.1	Administrative Expenses
7.2	Evaluation and Data Analysis
7.3	Transfers to Other Units of Government
7.4	Transfers to Non-entitlement Units (States and territories only)

Revision Log

Version	Date Published	Summary of changes
1.0	June 17, 2021	Initial publication
1.1	June 24, 2021	• Pg. 12, removed references to "summary" level with respect to reporting by Expenditure Categories in the Interim Report to avoid confusion. • Pg. 13, revised the coverage period end date for the Interim Report from June 30, 2021 to July 31, 2021 to align with the IFR. • Pg. 13, removed references to "summary" level with respect to reporting by Expenditure Categories in the Interim Report to avoid confusion. • Pg. 31, removed references to "summary level" with respect to Expenditure Categories in Appendix 1 to avoid confusion.
1.1	September 30, 2021	• Announced the extension in the Project and Expenditure Report submission date, originally due on October 31, 2021.
2.0	November 5, 2021	• Updated Subrecipient Monitoring section to clarify beneficiaries and recipients. • Updated references to Interim Final Rule comment period as comment period is closed. • Updated reporting tiers, thresholds and timelines in Part 2 Table 2, Reporting Requirements by recipient type, as well as Part 2 A and Part 2 B. • Updated reporting periods for Interim Report and Project and Expenditure reports. • Added concept of Adopted Budget to Project and Expenditure Report data fields. • Noted phase in of Required Programmatic Data in the Project and Expenditure Report. • Removed certain data fields from the Ineligible Activities: Tax Offset Provision under the Recovery Plan. • Separated reporting of NEU Distributions (for States and territories) from the Interim Report and Project and Expenditure Reports as information will be provided on an ongoing basis.
2.1	November 15, 2021	• Updated pages 9 and 11 to note that civil rights certification is not applicable to Tribal Governments.
3.0	February 28, 2022	• Updated to incorporate reporting updates under the final rule
4.0	June 10, 2022	• Updated Recovery Plan guidance to incorporate minor revisions • Updated language around certain data fields that were required for April 2022 reporting • Updated data fields for Ineligible Activities: Tax Offset Provision for the Project and Expenditure report • Updated Broadband data fields
4.1	June 17, 2022	• Updated clerical errors in Ineligible Activities: Tax Offset Provision
4.2	August 15, 2022	• Updated to clarify resources for Uniform Guidance applicability and add a reference to an alternative to the Single Audit available for eligible recipients
5.0	September 20, 2022	• Updated to note phase in of broadband location by location data fields
5.1	June 6, 2023	• Updated to include Fabric ID and Provider ID fields for broadband location by location data collection.

Exhibit D

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and

agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

> *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

11. **The Catalogue of Federal Domestic Assistance (CFDA) Number for the State and Local Fiscal Recovery Funds is 21.027.**

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City Council Staff Report

DATE: **SEPTEMBER 1, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT**
BUILDING AND SAFETY DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE AGREEMENTS WITH BUREAU VERITAS NORTH AMERICA INC., BPR CONSULTING GROUP, AND INTERWEST CONSULTING GROUP FOR AS-NEEDED PLAN CHECK AND STAFFING SERVICES, EACH IN AN AMOUNT NOT TO EXCEED $750,000 FOR A COMBINED TOTAL OF $2,250,000, AND EACH FOR A TWO-YEAR TERM WITH THE OPTION TO EXTEND FOR THREE ADDITIONAL ONE-YEAR TERMS**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Agreement No. A-9964 with Bureau Veritas North America Inc., for as-needed plan check and staffing services, in an amount not to exceed $750,000 for an initial two-year term, with the option to renew for three additional one-year terms;

2. Authorize the City Manager or his designee to execute Agreement No. A-9964 with Bureau Veritas North America Inc., including minimal and/or non-substantive changes;

3. Approve Agreement No. A-9965 with BPR Consulting Group, for as-needed plan check and staffing services, in an amount not to exceed $750,000 for an initial two-year term, with the option to extend for three additional one-year terms;

4. Authorize the City Manager or his designee to execute Agreement No. A-9965 with BPR Consulting Group, including minimal and/or non-substantive changes;

5. Approve Agreement No. A-9966 with Interwest Consulting Group for as-needed plan check and staffing services, in an amount not to exceed $750,000 for an initial two-year term, with the option to extend for three additional one-year terms; and,

6. Authorize the City Manager or his designee to execute Agreement No. A-9966 with Interwest Consulting Group, including minimal and/or non-substantive changes.

BACKGROUND

The Building & Safety Division utilizes qualified consultant firms to provide plan review and related professional services in support of development activity throughout the city. These services supplement City staffing resources, provide flexibility to address fluctuations in workload, and ensure the continued delivery of timely, efficient, and responsive review and permitting services for residents, businesses, and the development community.

To ensure the continued availability of these specialized services, on February 24, 2026, the City issued Request for Proposals (RFP) No. 26-001-6110 through the PlanetBids procurement system to solicit firms to provide Building & Safety consulting services. The services requested include, but are not limited to, plan review and staffing services associated with the implementation and enforcement of the City's adopted building, safety, and development codes and regulations. Following a competitive selection process, proposals were evaluated based on established criteria, and three firms were selected to provide the required services and support the City's ongoing development review activities.

DISCUSSION

On March 26, 2026, eleven proposals were received. Consistent with the RFP procurement process, the evaluations prioritized the proposer's organizational qualifications and experience, proposed staffing and management approach, technical proposal, and cost proposal. The table below summarizes the weighted evaluation criteria used in this process:

Criteria	Available Points
Organizational Structure, Qualifications, and Experience of Firm	30
Proposed Staffing and Management Plan	30
Technical Proposal	30
Cost Proposal	10
Total	**100**

Each evaluator scored the proposals independently for the following firms:

Rank	Firm	Location	Average Hourly Rate*	Percentage-Based Option
1	Bureau Veritas North America, Inc.	Sacramento, CA	$133.00	65%
2	Interwest Consulting Group	San Diego, CA	$141.00	65%
3	BPR Consulting Group	Ontario, CA	$143.00	65%
4	Transtech Engineers, Inc.	Chino, CA	$163.00	NA
5	Willdan	Industry, CA	$138.00	NA
6	TRB and Associates, Inc.	Long Beach, CA	$148.00	65%
7	True North Compliance Services	Long Beach, CA	$133.00	65%
8	JAS Pacific	Upland, CA	$145.00	65%
9	4 Leaf, Inc.	San Bernardino, CA	$175.00	70%
10	CSG Consultants, Inc.	Irvine, CA	$173.00	70%
11	FEI Associates Consulting Engineers	Chino, CA	$61.00	NA

* Average hourly rate calculated based on the Building Official, Building Inspector, and Plans Examiner classifications.

Two rounds of interviews with the top five firms, one virtual and one in-person, were conducted and the evaluators determined that Bureau Veritas North America, Inc., BPR Consulting Group, and Interwest Consulting Group each provide unique strengths and are highly qualified to perform the required Building & Safety consulting services.

Bureau Veritas North America, Inc. was selected for its leadership in building code education and implementation, including its role in International Code Council (ICC) training, collaboration with California Building Official (CALBO), and experience assisting jurisdictions with new legislative requirements and policy development.

BPR Consulting Group was selected for its strong local presence, established relationships with neighboring jurisdictions, active involvement in ICC and industry organizations, and demonstrated commitment to supporting community development initiatives.

Interwest Consulting Group offers a large pool of certified personnel with extensive municipal experience. Their established relationships with governing agencies and knowledge of evolving code requirements provide valuable expertise in supporting the City's Building & Safety operations.

Given the unique qualifications and specialized expertise offered by each firm, staff recommend awarding agreements to the selected firms. A multi-award consultant pool will provide the flexibility to assign work based on project requirements, consultant expertise, and availability, while allowing the City to negotiate competitive pricing for larger, more complex projects. This approach will strengthen the Division's ability to respond to ongoing development activity and fluctuating permit volumes, ensure access to qualified resources when additional capacity is needed, minimize service disruptions, and maintain timely, consistent delivery of Building & Safety services.

FISCAL IMPACT

$2,250,000; Comprised of $750,000 for each agreement. Consultant services are utilized on an as-needed basis, with no minimum guarantee of work. Consultant compensation for plan review is funded through the plan review fees collected from applicants. Funding beyond the current adopted budget is subject to future budget appropriations approved by the City Council.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

A. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

Prepared by:	Megan Taggart, Director of Economic & Community Development
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-9964 with Bureau Veritas North America, Inc.
Proposal Bureau Veritas North America, Inc.
Cost Estimate Bureau Veritas North America, Inc.
Agrmt No. A-9965 with BPR Consulting Group
Proposal BPR Consulting Group
Cost Estimate BPR Consulting Group
Agrmt No. A-9966 with Interwest Consulting Group
Proposal Interwest Consulting Group
Cost Estimate Interwest Consulting Group

AGREEMENT NO. A-9964
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND BUREAU VERITAS NORTH AMERICA, INC.

This CONTRACT for services ("Contract" herein) is made and entered into by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and BUREAU VERITAS NORTH AMERICA, INC., a CORPORATION , (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in this Contract.

NOW THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1 City Project Manager

To provide the services required by this Contract, CONTRACTOR shall act under the authority and approval of Economic and Community Development Director/designee, who shall oversee this Contract, the work performed by CONTRACTOR, assist CONTRACTOR with any necessary information, audit billings, and approve payments. The CONTRACTOR shall channel all contacts and requests through the City project manager.

2 Description Of Work

2.1 CONTRACTOR shall provide the following services in a manner satisfactory to CITY:

The selected Consultant(s) shall provide plan check services, building inspections Building Official and community development technician services as requested by the City. Such services shall include enforcement of the City's building laws and codes and all applicable California Codes; review of construction drawings to assure compliance with City and California adopted laws and codes; interfacing with permit applicants and community development staff; and conducting inspections. Specific projects may include residential, non-residential, and commercial projects, or any other project type as assigned. Any single job may require one or subsequent reviews of submitted plans. Type of proposed plan check work may include new construction, tract housing, ADU's, remodels, additions, green building, LEED construction, disabled access compliance, flood zone construction, and public nuisance abatement.

1. Plan Review
Consultant, upon request of the City, shall review complex as well as common place commercial/industrial and residential projects for compliance with all applicable California Building Codes as amended by the City of Palmdale, including:

•Structural, architectural, mechanical, electrical, and plumbing;
•Green, energy, and accessibility;
•Provide engineering consultation services for non-engineer City plan check staff. Plan review letter comments shall be specific, detailed, complete, and reference plan sheet and plan check numbers and code sections where applicable. Consultant shall be responsible for the following tasks:
•Issuance of written corrections using the City's Accela/DigEPlan review software;
•Provide subsequent oral and written communications with project representatives as needed to provide code interpretations and obtain plan approvals;
•Complete initial plan reviews within 14 days of receiving the drawings. Subsequent reviews shall be completed within 8 days;
•Expedited plan review services completed within 5 days of receiving the drawings. Any subsequent review shall be completed within 4 days;
•Complete field inspections and reports within 14 days;
•Consultant, upon request of the City, shall attend any required meetings connected with the plan review or field inspection of City projects;
•Consultant, upon request of the City, shall provide transportation to and from the field
inspection locations when required.
•Consultant, upon request of the City, shall attend meetings, including but not limited to Development Advisory Board (DAB) meetings, and preliminary submission meetings held for special projects.

When satisfied that the plans comply with the applicable City and State laws, Consultant shall approve plans, stamp the plans, and upload plans to the City's Accela platform for permit issuance. Once uploaded, the Consultant shall notify both the applicant and the City plan reviewers.

2. Building Inspection
Consultant, upon request of the City, shall:

•Provide building inspection services during the course of construction to enforce compliance with the conditions of approval, provisions of the City's building laws, and code requirements set forth on the approved plans for which a permit was issued. In the performance of such duties, the Consultant shall observe each project at the completion of the various stages of construction for compliance with the appropriate City and State code.
•Specialty field inspections and reports by plan check staff are completed within 3 to 5
days of approved plans.
•Perform technical work in the Economic and Community Development Department's Building and Safety Division.
•Inspect residential, rental, and commercial/industrial structural building systems at various stages of construction, alteration, and repair to assure compliance with approved plans, specifications, codes, ordinances, rules, and regulations.
•Maintain a variety of inspection-related records and reports using the City of Palmdale permit software, Permits Plus, and/or Accela.

•In the event of a catastrophe or emergency, provide inspections to assist the City with building safety assessments and provide emergency plan check and inspection services.

3. Contract Community Development Technician
Consultant, upon request of the City:

•Calculate fees and issue building, T.I, residential combo, plumbing, mechanical, electrical, sewer, demolition, industrial waste, and combo commercial permits.
•Use permitting and plan check software to issue and route plans.
•Assist the public on the phone and in person regarding questions or processing permits and questions on local, state, and federal regulations on current City building codes, ordinances, documents, standards, and guidelines.

4. Building Official
Consultant, upon request of the City, shall:

• The Building Official assigned shall be subject to CALPERS reporting requirements.
•Serve as the designated authority charged with the administration and enforcement of local, state, and federal codes, ordinances, and regulations for all buildings and structures; administers the plan review and inspection process of building construction and alterations.
•Plan, direct, and coordinate the activities of the Building & Safety Division.
•Assist in the development and implementation of goals, objectives, policies, and priorities.
•Direct and participate in the development, implementation, and modification of the plan checking and building inspection policies and procedures of the City.
•Monitor trends, legislation, and standard practices, and advise the Director of Economic and Community Development on appropriate Building and Safety codes, policies, procedures, and practices to adopt.
•Prepare and process updates to the Building Code and related codes needed.
•Provide any other services as may be necessary for the administration and enforcement
of the California Building Code and related codes, and application provisions of the Palmdale Municipal Code.
•Assist with and implement new procedures and processes, such as the permit/plan review tracking system.
•Confer with developers, architects, engineers, and others regarding building codes and ordinance requirements.
•Direct and participate in the review and modification of all applicable codes, rules, and regulations.
•Coordinate building safety services, activities, and meetings with other divisions and departments of the City.
•Review engineered plans for residential, commercial, and industrial projects.
•Review and approve all projects prior to permit issuance.
•Appear before agencies, business and civic groups, and other organizations in the presentation and discussion of building and safety-related problems, proposals, projects, and policies.

•Serve as staff and provide recommendations to various City and citizen advisory committees, boards, and committees as assigned.
•Direct and participate in the presentation and administration of the department budget.
•Recommend the appointment of personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures as required; maintain discipline and high standards necessary for the efficient and professional operation of the department.
•Perform related duties as assigned.

5. Selection of Work

The City may request the contracted Consultant(s) to provide quotes and/or negotiate prices on larger or specialty projects on a project-by-project basis. The City's intent is to solicit competitive quotes from contracted Consultant(s) with the lowest price quote for specific projects and services; however, multiple quotes may be requested from several contracted Consultant(s) for a single project and/or the same project and determination will be based on the Consultant's expertise in specific disciplines, availability of consultant's staff, specified hourly rate for specific projects, and other related qualifications as determined by the City Building Official and/or Plan Checker. There is no minimum guarantee of work. The consultant shall be required to provide all invoices for the previous month, no later than the 15th of every month following services rendered to ensure proper billing.

2.2 CONTRACTOR shall have no claim for compensation for any services or work, which has not been authorized by CITY's Authorization to Proceed.

2.3 CONTRACTOR shall not accept any change of scope, or change in contract provisions, to this Contract unless issued in writing, as a contract change order or amendment and signed by CITY. Any extensions of time must be mutually agreed upon in writing and executed by both parties.

2.4 CONTRACTOR shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

2.5 All work supplied under this Contract shall be fully guaranteed by CONTRACTOR for the duration of the project. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

2.6 CITY shall provide to CONTRACTOR, without charge, all data, program information, including reports, records, maps, and other information, now in CITY's possession, which may facilitate the timely performance of the work.

3 Contractor's Key Personnel

3.1 **Key Staff.** CITY reserves the right to review and approve CONTRACTOR'S staff including all subcontractors to be assigned to any project by CONTRACTOR during the term of this Contract.

This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

CONTRACTOR's Team and Key Personnel are as follows:

Trang Huynh - Building and Safety Division Manager
Matthew Godinez - Operations Manager
Joe Chao - Regional Manager

This Services Contract has been awarded to CONTRACTOR based on its representation that those personnel and subcontractors submitted as part of its bid and listed above will perform the portions of the work listed above.

CONTRACTOR shall not deviate nor substitute any of these team members without prior written approval by CITY.

3.2 **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

3.3 **Direct Responsibility.** All services required under this Contract shall be performed by CONTRACTOR, or under CONTRACTOR's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

3.3.1 CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Contract, and compliance with all reasonable performance standards established by CITY.

3.3.2 CONTRACTOR shall be responsible for payment of all CONTRACTOR's employees' and subcontractor's wages and benefits and shall comply with all requirements pertaining to the employer's liability, workers' compensation, unemployment insurance, and Social Security.

3.3.3 CONTRACTOR shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from CONTRACTOR's acts or omissions with respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

3.4 Standards of Performance. CONTRACTOR shall be responsible for the completeness and accuracy of its services and work and documents resulting there from, and CITY shall not be responsible for discovering deficiencies therein. CONTRACTOR shall correct any such deficiencies or errors without additional compensation and without cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY-furnished information.

4 Contract Term

The term of this Contract is TWO (2) YEARS, commencing on the effective date, with CITY reserving the option to extend the agreement for 3 additional terms of one year each.

5 Acceptance And Documentation

Each task shall be reviewed and approved by the Contract Project Manager to determine acceptable completion.

5.1 **Records**. The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

5.2 **Property of CITY.** All materials, including reports, computer programs and other deliverables, supplied or created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

5.3 **Products.** All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

6 Price

CITY shall pay to CONTRACTOR an amount not to exceed Seven Hundred and Fifty Thousand dollars ($750000) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

See Exhibit J (Fee Schedule)

6.1 An application for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

6.2 CONTRACTOR shall maintain adequate records and shall permit inspection and audit by CITY of CONTRACTOR's charges under this Contract. CONTRACTOR shall make such records available to CITY during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to CITY and any specified public agencies. Such records shall be maintained by CONTRACTOR for five (5) years following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event CONTRACTOR shall retain its records for the time required by such laws.

6.3 **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

7 Taxes

7.1 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with state and local laws.

7.2 CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation, or liability on behalf of CITY. No person employed by CONTRACTOR or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

7.3 CONTRACTOR shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

7.4 When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the work, CONTRACTOR shall assist the City in applying for and obtaining such tax credits and exemptions, which shall be paid or credited to the City.

8 Patent Fees And Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, program, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, program, product or device is specified in the contract documents for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. CONTRACTOR shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, program, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

9 Indemnification

To the fullest extent permitted by law, CONTRACTOR and any subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter “Indemnified Parties”) for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of CONTRACTOR, or its subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, CONTRACTOR and, as applicable, any subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONTRACTOR shall ensure that the contract of any subcontractor working under this agreement contain an indemnity agreement, requiring the subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONTRACTOR shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

10 Insurance

10.1 CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed “A” or better in the Best’s Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 10.8, must be reviewed and accepted by the City Attorney**.

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

10.1.2 Commercial General Liability
$2,000,000.00 limit on a per occurrence basis
$4,000,000.00 general aggregate limit

10.1.3 Commercial Automobile Liability
$2,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

10.1.4 Professional Liability (Errors & Omissions)*
$2,000,000.00 per occurrence

10.1.5 Cyber Liability*

$2,000,000 limit on a per occurrence basis

10.2 All of CONTRACTOR's policies shall contain an endorsement providing that written notice shall be given to CITY at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage in the policy.

10.3 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, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured".

B. "Severability of Interest" Clause.

10.4 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.

10.5 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.

10.6 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.

10.7 All insurance coverage must be maintained throughout the duration of this Contract.

10.8 Acceptable Proof of Insurance:

10.8.1 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.

10.8.2 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.

10.8.3 *When professional (E&O) and/or cyber liability coverage is provided on a "claims made basis", CONSULTANT 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 CONSULTANT, or its officers, employees, or agents during the time this Agreement was in effect.

10.9 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.

10.10 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 10 will not be impacted and/or limited by such deviation.

11 Termination Without Cause

City reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. CONTRACTOR shall also surrender to CITY all finished or unfinished documents, processes, programs and other supplies and materials, which shall be City's property. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

12 Termination For Cause

If CITY determines that CONTRACTOR has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, CITY shall give written notice to CONTRACTOR specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for CITY's dissatisfaction and suggest corrective measures. If, after thirty days, CONTRACTOR has failed to implement appropriate corrective measures, CITY may elect to terminate this Contract in whole or in part.

12.1 In the event CITY terminates this Contract, in whole or in part, for cause, CITY may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

12.2 CONTRACTOR shall provide all finished or unfinished documents, data, studies, software, drawings, programs, processes, maps, photographs, reports, etc., prepared by CONTRACTOR within fifteen (15) working days after notice of termination. Upon such termination, CONTRACTOR shall be paid an amount equal to the value of the services provided and work performed as of the date of termination, taking into consideration the costs associated with hiring another CONTRACTOR to complete the services. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses. The above is in addition to any other remedies available by law or equity to CITY.

12.3 If, after notice of termination of the Contract under the provisions of this Section 12, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 11.

13 Dispute Resolution

All claims, disputes, and other matters in question between CITY and CONTRACTOR arising out of or relating to this Contract or the breach thereof shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

14 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 Agreement (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 Agreement. 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.

15 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.

16 Delegation And Assignment

16.1 CONTRACTOR shall not delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to CONTRACTOR from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

16.2 Any assignment, delegation or subcontract shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CONTRACTOR under this Contract.

17 Non-Discrimination And Equal Employment Opportunity

17.1 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.

18 Financial Interest Certification

18.1 CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no officer or employee of the CITY has any interest, financially or otherwise, in CONTRACTOR’s firm.

18.2 For breach or violation of this warranty, CITY shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

19 Conflict Of Interest

19.1 CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONTRACTOR to be "financial interested" (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

19.2 CONTRACTOR shall not employ any City official or employee to perform any work required pursuant to this Contract.

19.3 To the extent required by the City Manager or his designee, CONTRACTOR shall complete and file with the City Clerk a Form 700 Statement of Economic Interests disclosing any reportable property interests, income, gifts, investments, or business positions.

20 Compliance With Law

20.1 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.

20.2 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.

20.3 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.

21 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.

22 Notices

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

23 Entire Agreement And Amendments

23.1 This Contract is the complete Agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

23.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by CONTRACTOR hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

23.3 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party’s right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

24 Attorney’s Fees

If any action at law or in equity is brought to enforce or interpret any provisions of this Contract, the prevailing party in such action shall be entitled to reasonable attorney’s fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

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:

Salvador Mendez
City Manager

Megan Taggart
Jul 20, 2026, 9:37 AM PDT

BUREAU VERITAS NORTH AMERICA, INC.:

Craig Baptista
Jul 21, 2026, 8:17 AM PDT

Craig Baptista
Vice President

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

ADDRESS FOR NOTICE:
BUREAU VERITAS NORTH AMERICA, INC.
180 Promenade Circle, Suite 150,
Sacramento, CA 95834

APPROVE AS TO FORM:

Alexandra Severino
City Attorney

ATTEST: If Corporation

Secretary

ATTEST:

Rochelle Scott
City Clerk

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

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Attached Agreement Checklist and met all requirements

Record of Signing

For	City of Palmdale	For	craig.baptista@bureauveritas.com
Name	Megan Taggart	Name	Craig Baptista
Title		Title	



Signed on Jul 20, 2026 9:37 AM PDT

Secured by Concord™
DocumentID: 033sqtU6TH2Z70xdD2p75z
SigningID: 033sqtTuZvzK92Vou4dTwW
UTC Signing time: 2026-07-20 16:37:46 UTC
IP Address: 45.62.177.244
Email: mtaggart@cityofpalmdaleca.gov



Signed on Jul 21, 2026 8:17 AM PDT

Secured by Concord™
DocumentID: 033sqtU6TH2Z70xdD2p75z
SigningID: 033tOGXs0afEUouALMMk69
UTC Signing time: 2026-07-21 15:17:36 UTC
IP Address: 76.221.136.201
Email: craig.baptista@bureauveritas.com

concord™
Where agreements happen.

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

RESPONDENT SIGNATURE / COVER PAGE

Exhibit B

RFP No. 26-001-6110 **Title: As-Needed Plan Check, Community Development Technician, Building Inspection, and Building Official Services**

1. **RESPONDENT**

Firm Name: Bureau Veritas North America, Inc.

Contact Name: Craig Baptista

Principal Address: 180 Promenade Circle, Suite 150, Sacramento, CA 95834

Local Address: 250 N. Westlake Boulevard, Suite 150, Westlake Village, CA 91362

Phone: 805.230.2888 Fax: 916.725.8242

Email: craig.baptista@bureauveritas.com

Structure: [ ] Sole Proprietor [ ] Partnership [●] Corporation [ ] Joint Venture

Tax ID No: 06-1689244 California Contractor License No: N/A

Department of Industrial Relations (DIR) Registration No. 1000006523

Registration Date: 07-02-2025 Expiration Date: 06-30-2026

2. Proposed working relationship between Respondent and subcontractor (if applicable):
N/A

3. Prices:
A. Prices shall be F.O.B. Destination or for the service rendered.
B. Payment Terms: Net 45
C. Proposers shall honor proposal prices for one hundred twenty (120) days or for the stated contract period whichever is longer.

4. All forms, certificates, and compliance requirements included in this RFQA are completed and duly submitted in the proposal response.

THIS PROPOSAL IS BEING SUBMITTED BY:

The undersigned offers and agrees to furnish the goods or services at the price(s) entered herein subject to the terms and conditions attached hereto. I CERTIFY that (1) the proposal document has been read and understood and that all of the conditions contained therein are acceptable, (2) I have thoroughly examined and become familiar with the specifications and/or scope of services outlined in this solicitation and further, to the best of my knowledge the information contained in this bid proposal is accurate and complete and that (3) I have the legal authority to commit this firm to a contractual agreement, (4) I acknowledge that all documents submitted pursuant to this RFQA will become a matter of public record.

Printed Name: Craig Baptista Title: VP-West, Plan Check & Inspection

Signature: Craig Baptista Date: 03-26-26



BUREAU VERITAS

PROPOSAL FOR
CITY OF PALMDALE
RFP NO. 26-001-6110
AS-NEEDED PLAN CHECK, COMMUNITY DEVELOPMENT TECHNICIAN, BUILDING INSPECTION AND BUILDING OFFICIAL SERVICES

PRESENTED TO

City of Palmdale
Purchasing Division
38250 Sierra Highway, 2nd Floor
Palmdale, CA 93550
P: 661-267-5455
E: purchasing@cityofpalmdaleca.gov

March 26, 2026

CONTACT REGARDING THIS PROPOSAL

Craig Baptista, Vice President
Bureau Veritas North America, Inc.
250 N. Westlake Village Boulevard, Suite 150
Westlake Village, CA 91362
P. 916.514.4516 | C. 916.291.9151
E. craig.baptista@bureauveritas.com

Proposal No. 14340680



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BUREAU VERITAS 250 N Westlake Blvd, Suite 150 | Westlake Village, CA 91362
P. 805.230.2888 | www.bvna.com

LETTER OF TRANSMITTAL

LETTER OF TRANSMITTAL

March 26, 2026

City of Palmdale
Purchasing Division
38250 Sierra Highway, 2nd Floor
Palmdale, CA 93550
P: 661-267-5455
E: purchasing@cityofpalmdaleca.gov

RE: RFP No. 26-001-6110 - As-Needed Plan Check, Community Development Technician, Building Inspection, and Building Official Services

Dear Purchasing Division,

On behalf of Bureau Veritas North America Inc. (BV), we are pleased to present our proposal highlighting our qualifications to provide **As-Needed Plan Check, Community Development Technician, Building Inspection, and Building Official Services** for the **City of Palmdale** (the City). Our proposal submission will emphasize our expertise and capacity to deliver on the scope of work requested in the City's RFP. **BV has a work history with the City, providing identical or similarly requested services since 2018.** As a seamless extension to the City our professionals will continue to work directly with City staff, as well as applicants, designers, contractors, and the public to ensure all parties understand the applicable codes and regulations while maintaining a high level of consistency, customer service and professional courtesy. The City will continue to benefit from local staff that understand the unique needs of the City's diverse communities.

We have the breadth and depth of resources, skills, and expertise needed to provide excellent deliverables. As a unique, single source consulting firm; building plan check and inspection services are some of our core service areas. We have a clear understanding of the scope of work to be performed under the City's request and we are well versed in the local, state, and federal codes and requirements. We offer optimal solutions to deliver quality services:

- Unparalleled plan review, inspection, development technician, and building official services by licensed and certified professionals
- Proven experience and local presence in serving Southern California jurisdictions, including the City of Palmdale
- Depth of resources to maximize flexibility and deliver quality services
- Established relationships to ensure timely reviews, transparency and responsiveness
- Electronic reviews, web-based document control, and best practices to consistently meet turnaround schedules
- Close collaboration and frequent communication with our clients and applicants to ensure project success

A unique feature of Bureau Veritas is that the whole company is subject to the high standards of the ISO 9001:2015 Quality Management System. This system is applied to our entire operation and periodic audits certify the company continues to be in full compliance. This assures our clients that wherever our services are provided, they will be accurately prepared and the deliverables will be received in a timely manner. We possess the staff continuity, depth of resources, and proven track record for reliable, responsive service and timely reviews and our experience and expertise in providing these services to public jurisdictions make it the right choice for the City's needs.

Our partnership with the City will be managed from our office in Westlake Village and augmented by six additional California offices. **Craig Baptista, Vice President** will be the main contact for this proposal and has the full authority to bind the company to the contract and authorized to negotiate on behalf of the firm. **Joe Chao, P.E., Regional Operatons Manager**, will serve as your primary day-to-day contact. BV is willing to perform the services described in the RFP. All forms, certificates, and compliance requirements included in the RFP are completed and submitted within this proposal response. BV will not be utilizing subconsultants for the requested services. The proposal shall remain valid for a period of no less than 120 days from the date of submittal. We acknowledge all documents submitted pursuant to this RFP will become a matter of public record.

LETTER OF TRANSMITTAL

BV looks forward to continuing our successful, professional relationship with the City by augmenting the department's staff, promoting transparency in our work, improving efficiencies, and exceeding your expectations.

Sincerely,

Craig Baptista, Vice President - West
Plan Check & Inspection
Bureau Veritas North America, Inc.
P. 916.514.4516 | C. 916.291.9151
E. craig.baptista@bureauveritas.com

Trang Huynh, P.E., C.B.O.
Building & Safety Division Manager
Bureau Veritas North America, Inc.
P. 714.487.4223
E. trang.huynh@bureauveritas.com

Joe Chao, P.E.
Regional Manager
Bureau Veritas North America, Inc.
P. 805.385.4246
E. joe.chao@bureauveritas.com

ORGANIZATIONAL STRUCTURE, QUALIFICATIONS, AND EXPERIENCE OF FIRM

ORGANIZATIONAL STRUCTURE, QUALIFICATIONS, AND EXPERIENCE OF FIRM

FIRM BACKGROUND/ORGANIZATIONAL STRUCTURE

Bureau Veritas is a multinational corporation with a history which includes over 198 years of providing worldwide regulatory compliance service to industry and governmental agencies. Founded in 1828, Bureau Veritas is a global leader in quality assurance, health, safety, and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations and with over 82,000 employees, the firm has unparalleled resources to manage projects requiring a broad range of expertise across vast geographies. With operations in 140 countries and all continents, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers throughout the world. Our firm is consistent in our approach in giving clients a close-knit presence found in smaller firms while possessing the support of a national firm.

Many of the firm's staff have been public agency employees or augmented public agency personnel who know and understand government processes. Consequently, BV is ready to step in immediately at whatever level the City requires and bring one integrated source to meet its needs. The firm has provided conceptual design review, plan review (building. mechanical, electrical, plumbing, civil and structural engineering; as well as fire, access compliance, historical codes, environmental health, retail food, public swimming pool, spa and architectural design services) and inspection services for more than 500 municipalities throughout the United States for more than four decades. BV has an extensive background in building services. The firm's range of experience in this unique arena covers literally every key area of service defining a building department in today's industry. The firm is skilled at helping existing building departments augment or refine their current level of client service or capable of crafting a department from the ground up.

Bureau Veritas North America, Inc. was incorporated in the State of Delaware on March 26, 2003. BV is a Delaware corporation founded in 2003. It is a wholly owned subsidiary of Bureau Veritas Holdings, Inc. (a Delaware corporation – founded in 1988), which in turn is a wholly owned subsidiary of Bureau Veritas S.A. (BVSA) (founded in 1828) a company publically traded on the Euronext. BVSA has one shareholder owning greater than ten percent (10%), Wendel Investissement S.A

CALIFORNIA OFFICE LOCATIONS

BV proposes a highly qualified, multi-faceted core team of professionals dedicated to assisting the City of Palmdale. The firm's partnership with the City will be managed out of its office in Westlake Village (250 N. Westlake Village, Suite 150, Westlake Village, CA 91362) and augmented by staff located throughout the state as needed. This will facilitate quick and efficient responses to all service needs. BV takes pride in its deep pool of highly qualified building plan review and inspection experts.

BV's offices are strategically located to minimize travel time between projects. The firm's goal is to ensure the City's projects will be efficiently managed in the most cost-effective manner possible. BV has assigned key personnel which are readily available to work on City projects.

WESTLAKE VILLAGE
250 N. Westlake Boulevard
Suite 150
WESTLAKE VILLAGE 91362
Tel: 805.230.2888

SACRAMENTO
(Regional Headquarters)
180 Promenade Circle
Suite 150
SACRAMENTO 95834
Tel: 916.725.4200

PASADENA
600 N. Rosemead Boulevard
Suite 205
PASADENA, CA 91107
Tel: 626.325.9800

IRVINE
220 Technology Drive
IRVINE 92618
Tel: 949.860.4800

SAN DIEGO
9988 Hibert Street
Suite 100
SAN DIEGO 92131
Tel: 858.863.2000

SANTA ROSA
111 Santa Rosa Avenue
Suite 230
SANTA ROSA 95404
Tel: 707.757.6650

SAN LUIS OBISPO
1411 Marsh Street
Suite 107
SAN LUIS OBISPO 93401
Tel: 805.792.1109



ORGANIZATIONAL STRUCTURE, QUALIFICATIONS, AND EXPERIENCE OF FIRM

KEY STAFF

Craig Baptista, M.B.A.



Vice President - West, Plan Check and Inspection

Craig has exceptional experience building and managing successful programs and relationships with 22+ years of experience. He is a skilled communicator capable of articulating complex ideas in a concise and persuasive manner. Craig has proven experience as a facilitator of solutions for client problems and is a strategic thinker with the ability to translate vision into tactics. He is self-motivated, passionate and resourceful. Craig has expertise identifying client needs and is able to execute problems quickly by utilizing his professional business management skills.

Trang Huynh, P.E., C.B.O.



Building & Safety Division Manager

Leading our Southern California region is Trang Huynh, an industry professional with more than 43 years of experience working in public and private services in the capacity of executive director and plan review engineer. Trang has implemented public service programs and gained exceptional understanding and expertise in building and safety, community and economic development, public relations, redevelopment, financial and budget management, employee and organizational development, interfacing with state and local officials at all levels.

Joe Chao, P.E.



Regional Operations Manager

Joe has 11+ years of experience in engineering. He reviews plans for various counties and cities, consisting of small additions/remodels, to moderate and complex residential and commercial projects, including site, architectural, structural plans/calculations, Fire and Life Safety and Photovoltaic installations; checking for completeness, accuracy, and Code compliance with State and Local building codes.

LITIGATION AND CLAIMS

Please understand in the course of Bureau Veritas' business meritless claims arise from time to time. It is the firm's policy not to comment on any current claims or pending litigation. However, without waiving its policy, the firm has no judgments, pending litigation, liens, or claims which would adversely impact the financial stability, insurability, or performance of professional services. As one of the largest firms providing professional testing, inspection, and code compliance services, Bureau Veritas is the recognized leader in its field worldwide. In the past (5) years, Bureau Veritas, and/or any principals or managers have not been involved in litigation or arbitration that would impact the performance of services under the requested RFP.

FINANCIAL COMPETENCY

Bureau Veritas North America, Inc. has the necessary facilities, abilities, experience and financial resources to provide the services specified herein in a satisfactory and timely manner. Over the last five years, Bureau Veritas has demonstrated proven resilience to the effects of economic cycles. The Group has a solid financial structure. The very good health of all the financial markers is the result of several years of transformation that have led Bureau Veritas to become a resilient company, perfectly positioned to successfully and completely meet your needs.

(in millions of dollars)	2024	2023	2022	2021	2020
Revenue	7,222	5,867	5,651	4,981	4,601

Documentation of these financials is available upon request or available for download here: https://group.bureauveritas.com/investorsfinancial-information/financial-reports

1,400+
Offices and Laboratories in 140 Countries

82,000+
Employees Worldwide

400,000
Clients Served in a Variety of Industries

5.8 Billion
Dollars in Annual Revenue

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ORGANIZATIONAL STRUCTURE, QUALIFICATIONS, AND EXPERIENCE OF FIRM

EXPERIENCE AND QUALIFICATIONS

With over a century's dedication to the exclusive pursuit of quality, there is no comparable firm in existence with more professional service experience than Bureau Veritas. The most important selection criteria for clients that choose Bureau Veritas is expertise. Having provided QHSE services for over +198 years, we are the foremost expert in the field. Our greatest asset is our reputation. That reputation comes from the best experts in the industry, all acting with the utmost integrity and ethics.

BV anticipates needs and responds with specific, immediate solutions to the challenges associated with construction projects. Our professional members are dedicated to meeting a high standard of public service, crucial to effective delivery of building regulatory services. Consistency, responsiveness, efficiency, and a positive attitude are key components of our approach. BV has an extensive background in building services. Our range of experience in this unique arena covers literally every key area of service defining a building department in today's industry. We are skilled at helping existing building departments augment or refine their current level of client service or capable of crafting a department from the ground up.

- Plan Review
- Inspections
- Development/Permitting Technical Services
- Staff Augmentation
- Code Interpretation
- Code Adoption and Ordinance Preparation
- Planning and Zoning Meeting Attendance
- City Council Meeting Attendance
- Building Official Duties
- Permit Tracking and Record Keeping
- Plan Reviewer, Inspector and Permit Tech Training
- Budget and Staffing Planning
- Pre-Design and Pre-Construction Meetings
- Designer and Builder Training
- Contractor Licensing
- Fee Schedule Evaluation and Updates

Our **local presence** allows us to provide timely delivery and exceptional customer service in the most cost-effective manner. Our long-standing presence in Southern California and past experience working with regional municipalities has enabled us to gain the knowledge of the local area and to provide continuity, responsiveness to on-call assignments, and technical proficiency.

BV will bring a cooperative and creative problem solving approach to plan review. We fully understand our role as a team member committed to achieving successful projects for the City and its customers. Our team has considerable experience providing expedited and phased reviews on complex and unique projects such as custom residential, multifamily residential as well as inspections of complex projects such as Joshua Medical Center in the City of La Palma and Antelope Valley Courthouse in the County of Los Angeles, and several large scale projects.

The Right People Doing the Right Job

We have extensive resources and a large pool of licensed and certified building safety experts who are equipped to handle all of the City's needs, including building and fire plan check, building inspection, permit and counter services, code enforcement, LEED review, ADA compliance, and building official services. Our professionals have considerable experience in commercial, residential, industrial, energy, and institutional projects of all sizes and complexities, allowing them to tailor solutions specifically to the City's needs.

BV and our proposed, locally-based staff for this contract have a long-established history working for the nearby municipalities to perform in-house and outside plan check, inspection, civil and other building department services. Consequently, we can leverage a breadth of code compliance and permit processing expertise to meet the needs of the City, and offer highly qualified engineers and ICC certified staff who are in close proximity and can quickly respond to the City's needs.

What Sets BV Apart

BV understands while the company offers a wide range of services, not every client needs the same solutions. The firm's ability to offer a variety of customizable services for each client makes BV an ideal partner. The firm is committed to timely and ongoing communication with both the City and applicants and is dedicated to working closely with stakeholders to address deficiencies in an effort to expedite the plan review and approval process. BV's team will consistently share best practices and discuss resolutions to code interpretations and deficiencies. BV is justly suited to provide consulting services because the firm is solution oriented and possess:

Unparalleled Building Safety and Code Consulting Expertise

- Consulting to 150+ agencies in the State of California
- Proven turnkey engineering and building safety track record to more than 500 agencies nationally
- Project management and staff augmentation expertise
- Key staff which have assisted in the development and implementation of the latest California codes

Depth of Resources and Proximity to Meet Peak Workloads

- Building Plan Review and Inspection Services will be provided out of the firm's office located in Westlake Village
- 200+ offices throughout the United States with 7 in the state of California dedicated to building and safety services

- Registered engineers and ICC certified staff with extensive code compliance expertise and experience

Best Practices and State-of-the-Art Processes to Consistently Meet Turnaround Schedules

- First U.S. firm to achieve IAS Certification for third party accreditation
- Comprehensive and formalized plan review procedure
- Award-winning web-based project tracking and controls
- A commitment to early and ongoing communication including pre-submittal meetings, one-on-one reviews, etc. to expedite the approval process
- Electronic plan review to save time, money, and paper - a **GREEN** solution

BUILDING OFFICIAL SERVICES OVERVIEW

The designated Building Official(s) are Certified Building Officials who are able to perform the requested scope of services, delivering responsive customer service excellence for the City. The Building Official will be able to serve all the needs of the City, including responding promptly to emergency on-call services as needed. They will work directly with City staff to prepare acute interpretations of the Code requirements, to adopt and process new codes and their requirements, and to act as a general point of contact for the jurisdiction. They will also provide support and direction necessary to facilitate timely and efficient work amongst the jurisdictional staff and other departments. BV Certified Building Officials are able to analyze applicable ordinances and resolutions of jurisdictions and make recommendations for approval of appropriate code adoptions, amended as necessary in accordance with the applicable code, to implement an effective and compliant code enforcement program. They are current on applicable code requirements adopted at the state and federal levels and inform and implement as necessary for jurisdictional compliance. BV building officials will attend staff, board, and council meetings as required and mutually agreed upon. They will provide guidance for staff, architects, designers, and contractors to navigate the code. BV's building official and support team will be up to date on code changes and will assist in implementing those changes. Typical duties of the building official can include, and at the request of the City:

- Manage and oversee the building department
- Perform on-site plan check and inspections as requested
- Guide inspectors and plan reviewers on adopted codes and local amendments
- Make recommendations regarding local amendments and code adoption Serve as liaison between BV and the stakeholders
- Serve as liaison between the building department and other municipal departments
- Attendance at Municipal Commission Meetings,
- Planning Commission, Development, Review Board, and Code Enforcement Meetings as needed / as requested and agreed upon
- Report building department activities as requested and agreed upon
- Assess applicant and client satisfaction
- Attend pre-submittal meetings when needed
- Assist in improving the processes and procedures of the building department, if requested
- Inspections of construction site erosion control during building inspections
- Inter-agency coordination as needed
- All other relevant assignments relating to Plan Reviews, Building Code Administration, Permitting and Inspection Services, as requested

PLAN CHECK SERVICES OVERVIEW

BV is the largest plan review firm in the United States, providing full service code consulting and plan review services. The firm's personnel have performed and managed plan review for thousands of projects. Project types include office and industrial, hotels, institutional occupancies, single-family tract and custom homes, tilt-up shells, tenant improvements, and infrastructure. BV's staff has considerable review experience of virtually any structure requiring permits, plan reviews, and inspections. Geotechnical, lab testing, and other reports are considered in the plan review process. The firm is well positioned to meet the needs of the City and deliver discipline-specific plan reviews (e.g., structural, mechanical, access, electrical, drainage, green building code, historical code, etc.)

The firm has specific experience working through a variety of challenges including infill commercial development, adaptive reuse and change of occupancies of existing buildings, retrofit of un-reinforced masonry or soft-story buildings, large commercial shopping centers and mixed-use multi-family developments, live-work projects, and high tech, research and development facilities. BV's plan review services for the City shall endeavor to adhere to current codes, with detailed plan review letter comments, reference plan sheets numbers and code sections, and a copy (either paper or electronic) of the plan review corrections list are provided for each reviewed project. Services include recheck of plans after the applicant has made corrections, review and recheck of field changes, and deferred submittals and review and recheck of additional work on the project as needed.

BV has the capacity to deliver the following plan review services for compliance with all Federal and State laws, building and safety codes, Palmdale municipal codes and ordinances, and acceptable engineering practices:

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- Architectural, fire and life safety plans examination
- Structural plans examination
- Energy code plans examination
- Soil report review
- Accessibility requirements including:
  - » Barrier free plans examination requirements
  - » Disabled access
  - » CASp
  - » ADA
- Mechanical, plumbing, and electrical code plans examination
- Historical Building Code
- Review and approval of alternate materials, alternative design and methods of construction
- Green Building and LEED consulting including:
  - » U.S. Green Building Council (USGBC)
  - » LEED submittal consultation
  - » California Association of Building Energy Consultants (CABEC)
  - » Residential Energy Services Network (RESnet)
  - » Green building consulting including CAL Green
  - » ENERGY STAR verification
  - » Energy efficiency audits
- Civil plans examination including:
  - » Grading and drainage
  - » NPDES/SWPPP
  - » Development
  - » Infrastructure
  - » Water and wastewater
  - » Sewer including Onsite Wastewater Treatment Systems (OWTS)
- Fire plan review including:
  - » Fire sprinkler/fire alarm
  - » Smoke detection and dampers
  - » Underground

Architectural Review

BV blends the knowledge of local conditions with a large pool of California licensed or certified building safety experts equipped to handle all building department needs. The firm is able to tailor its solutions specific to the City as a result of having provided plan review, inspection services, specialty reviews, and municipal administrative support for over 51 years.

Structural Review

BV is uniquely qualified and experienced in structural review and inspection. The firm has plan review and inspection personnel which have specialized experience with multifamily residential, hotels, resorts, retail, commercial, industrial, high-tech facilities, etc. BV has several experienced structural engineers on staff who are immediately available to tackle the City's most complex projects. BV can provide a complete structural review of design drawings, details, and calculations for both vertical loads and lateral seismic and wind forces, in accordance with the Palmdale municipal codes and California Building Code structural provisions.

Mechanical Review

The California Building Code is supported by ancillary codes such as the California Mechanical Code and any others specifically designated and adopted by the City. BV's staff includes licensed and certified mechanical engineers and inspectors who have the knowledge, training, and experience necessary to review plans for compliance with these codes. Firm staff, who are available immediately to the City, have reviewed heating, cooling, distribution and return air systems, hoods, and product conveyance system plans for a variety of projects including single family residential, multi family residential, custom homes, resorts, and hotels.

Plumbing Review

The California Building Code is supported by ancillary codes such as the California Plumbing Code and any others specifically designated and adopted by the City. BV's staff has the knowledge, training, and experience necessary to review plans and inspect construction for compliance with these codes. The firm has licensed and certified mechanical engineers on staff to assist with plumbing reviews when needed. Firm staff have reviewed fuel gas, medical gas, potable and non-potable water piping and waste piping systems, and rainwater system plans for single family residential, multi family residential, custom homes, resorts, and hotels.

Electrical Review

Electrical review and inspection to verify energy compliance is included in all projects in accordance with mandates from the applicable energy standards for non-residential construction. The firm has licensed and certified electrical engineers and inspectors with extensive plan review and inspection experience which have reviewed service installation, transformers, emergency power, panel distribution, single line diagrams, power, and lighting system plans for single family residential, multi family residential, custom homes, resorts, and hotels.

CASp and Disabled Access Review

BV has extensive experience and capability which will enable its staff to provide complete plan review and inspection utilizing individuals who posses CASp certification. BV has CASp certified individuals who are able to respond to the needs of the City quickly. The firm currently provides CASp certified individuals to jurisdictions in California to meet the requirements of SB 1608. Additionally, BV has provided accessibility reviews and inspections of projects in City of Palmdale and the Southern California region.

Green Building and LEED Review

BV has plan review engineers, plans examiners, and inspectors who are well versed and experienced with energy code compliance. Firm staff have been involved at various levels of energy code

development in California and are certified to review and inspect for energy codes. BV staff have reviewed plans, and inspected projects, which incorporate new technology, and complex energy code compliance. The firm has staff available to the City who are CAL Green as well as LEED AP Certified.

Civil/Grading Review - Optional
BV's professional staff will familiarize themselves with all city, state, and federal requirements applicable to the project before beginning a review. Requirements for civil infrastructure originate from multiple sources including statutory requirements, local ordinances and design guidelines, federal requirements including ADA and NPDES, state requirements, and the requirements of any affected utilities, districts, or agencies.

Fire Plan Review - Optional
BV staff have the capacity to consult closely with the local Fire Department Chief or their designated representative on any areas which require code interpretation or where alternate methods are being proposed and considered. The firm's proposed fire plan check engineers have specific experience working with multiple types of facilities to ensure compliance with applicable codes, standards, and amendments, including CFC, CBC, the Adopted National Fire Protection Standards, the California Health and Safety Codes, CSFM, and U.L. BV's experience includes written comments and verbal communication with applicants to better understand requirements and provide direction for compliance, as well as close communication with fire departments to clarify policies, code interpretations, plan review status, and procedures. BV has reviewed hundreds of projects for fire safety components, including NFPA 13, NFPA 72, and NFPA 101, among others.

Electronic Plan Review
Electronic plan review uses a software which presents customers with a convenient alternative solution to printing and delivering paper plans to City offices at zero cost. This modern solution has become especially valuable as municipalities seek to continue service delivery to communities while focusing on health and safety.

The proposed personnel have extensive experience using many commonly used platforms such as Citizen Serve, TrackIT, Adobe, Cityworks, Energov, CityTech, ProjectDox, Bluebeam, Central Square, Accela, and e-PlanSoft.

As part of this process, plans are first submitted as PDF files via a secure and confidential FTP site in which the client also has access. Our staff then reviews these plans and places comments and redlines directly on the plans, corresponding to areas needing revisions.

Next, redlined plans with comments are forwarded to, or placed on, the secure FTP site for the designers, engineers, and architects. Plans may be revised and resubmitted via the method described. Once all items are resolved, hard copy plans are sent to BV for approval stamps and signatures. Finally, the stamped and signed approved drawings are sent to the jurisdiction for permitting.

Pick Up and Delivery
BV assumes responsibility for the pickup and return of plans. All plans shall be picked up from the City offices within 24 hours of notification. Should the volume of work be sufficient, we propose to establish regular pick up of plans on a consistent basis. We will also utilize shipping courier, at no additional cost to the City.

Upon completion of each plan review, we will forward a copy of the correction list to the City and the applicant, by mail. When corrected plans are resubmitted, the previous procedure will be followed or the applicant may schedule an office visit to go over any corrections in person. When plans are completed they are stamped, signed and forwarded by BV staff. Our transmittal forms are customized for use unique to the City.

We can also designate a BV team member to be the courier for plan pick-up, delivery, and return. Our Administrative Assistant can also provides administrative and clerical support to relieve department manager or staff of administrative details.

BUILDING INSPECTION SERVICES OVERVIEW

BV can provide inspection services for a single project that presents unique complexities due to its construction or size, or we can provide enough staff to handle all inspection services for an entire jurisdiction. Our building inspection services can be adjusted to provide a high level of coordination specifically suited to the design-build concept. Our inspectors are ICC certified and have extensive experience in the construction trades as well. Fast-track projects may be built into small phases based on incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes. BV's inspection teams also provide on-call building inspection services to cover staff vacation time, peak work loads, specialized inspection activities, and any other situations that may arise. These activities may include next-day inspections and same-day response to important or urgent requests.

BV can provide the The City with ICC certified personnel who will adhere to the following procedure to deliver building inspection services:

- Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring structural or architectural changes have been stamped as approved by appropriate authority and recognizing the need for and requiring plan checks for electrical, plumbing, and mechanical code requirements.
- Perform and document inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning

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ordinances, energy conservation, and disabled access requirements including known local, city, County, state, and federal requirements.
- Review plans for building construction, plumbing, electrical, and mechanical details prior to making inspection.
- Bring to the attention of the City for approval of certain changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirements.
- Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
- Maintain a record of non-complying items and follow up to resolution of such items.
- Upon request, the firm will inspect existing buildings for substandard, unsafe conditions.

COMMUNITY DEVELOPMENT TECHNICIANS

BV has the capacity to work with the City to seamlessly staff the public counter, issue counter permits, answer questions pertaining to inspections, plan approvals, business license and certificates of occupancy, while assisting the public with a high level of customer service. The firm's staff will be trained and proficient in the City's policies, procedures, administrative and technical regulations, and are familiar with various software systems.

BV's assigned Commnity Development/Permit Technician will perform a variety of technical support duties and customer service related to the issuance of permits for the Building Division and in support of related services and activities of the Department. Our assigned Permit Technician will provide customer service by phone, email, and at the public counter; perform preliminary review of plans and specifications for complete plan check submittal; review and process express permit applications; issue permits, and performs related duties, as needed. Permit processing and technician services include, but are not limited to:

- Interface with the public, internal staff, and related departments
- Review permit applications for completeness
- Accept, login, and route plans
- Calculate and/or collect fees
- Issue permits
- When authorized, review and issue counter permits
- Maintain permit records
- Use jurisdiction permitting programs and/or software

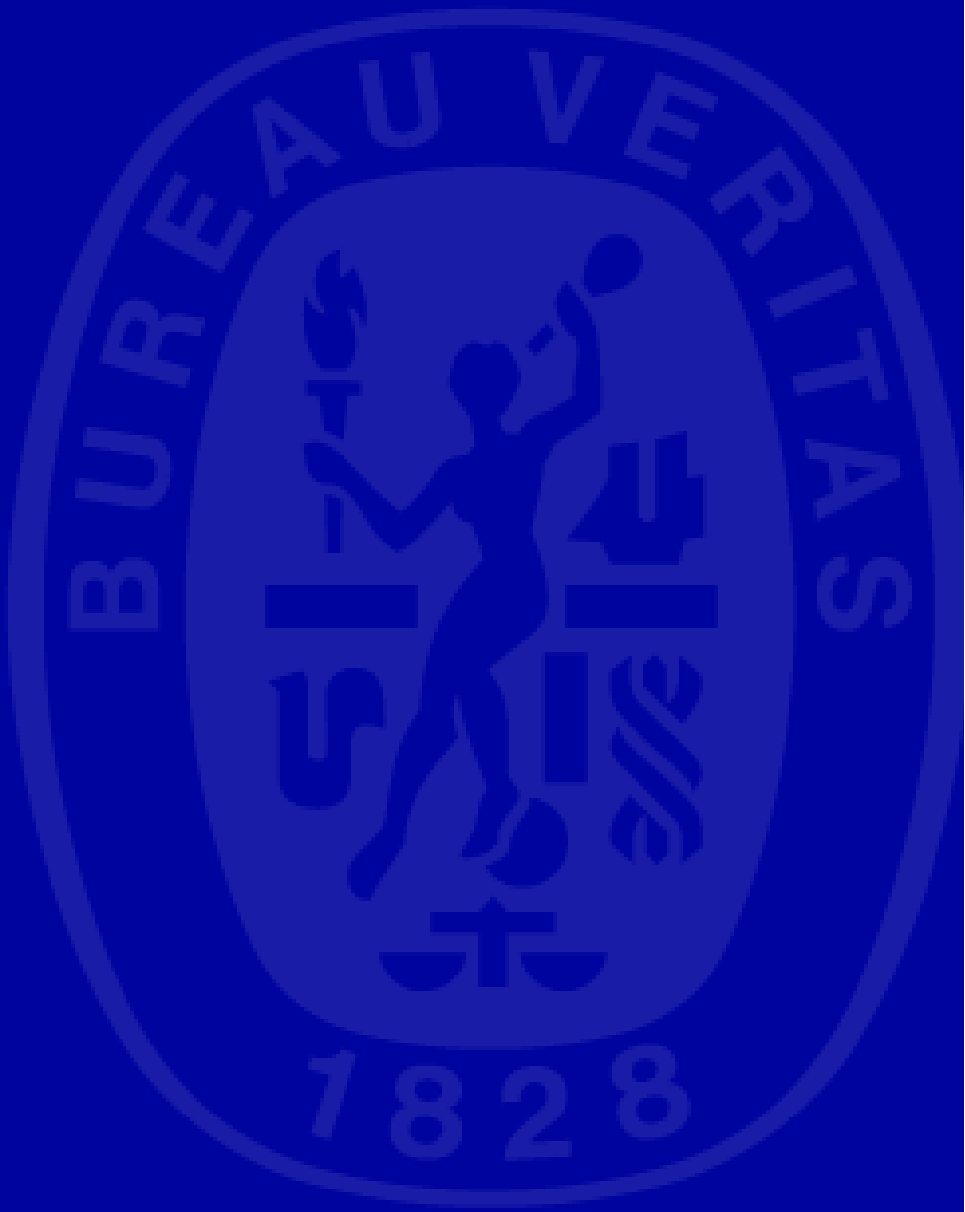
KEY PERSONNEL HIGHLIGHTS

Please see page 16 for the assigned key personnel as well as the Proposed Staffing and Management Plan and Technical Proposal sections for additional information, including resumes and relevant experience.



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PROPOSED STAFFING AND MANAGEMENT PLAN



PROPOSED STAFFING AND MANAGEMENT PLAN

ASSIGNED KEY PERSONNEL

BV has assembled a team of experts who are equipped to facilitate the provision of exemplary deliverables associated with building and safety services to the City. Each individual brings a wealth of knowledge and experience and has been specifically chosen for their expertise in performing the required scope of work detailed in the request as well as their extensive list of certifications and licenses. Resumes have been provided on the following pages. **Personnel names and positions which have been highlighted in blue are the firm's proposed key personnel** for the City of Palmdale. **Regional Operations Manager, Joe Chao, P.E.,** will be the primary points of contact for the City and overseeing the delivery of all services. **Trang Huynh, P.E., C.B.O.**, will be the primary Building Official for the contract term.

Biographies of the firm's leadership and primary staff are provided in the resumes, which may be found in the Technical Proposal section.

Management Team

Craig Baptista, M.B.A.
Vice President

Trang Huynh, P.E., C.B.O.
Building and Safety Division Manager

Joe Chao, P.E.
Regional Operations Manager/Plan Check Engineer

Primary Project Team

Building Official
Trang Huynh, P.E., C.B.O. (Primary)
James Waters, C.B.O. (Secondary)

Plans Examiners
Glenn Kechejian, E.I.T.
Ernesto Pedroza, E.I.T.
Lana Kazama, E.I.T.
Golnaz Bastani
Mildred Renteria
Joe Medina

Plan Review Engineers
Henry Hadidi, Ph.D., S.E.
Troy Schmidt, S.E.
Armil Allahyarian, P.E.
Abteen Shirehijini, P.E.
Matthew Godinez, P.E.

Inspectors
Brian Meadows
Mark Boling
Aleta Francis

CASp
Ho-Jun Kong, CASp
Sal Gonzalez, CBO, CASp
Kevin Ruybal, C.B.O., CASp

Community Development/ Permit Technicians
Jeremy Huynh
Pam Wilkerson-Caver

Fire Prevention Team
Lisa M. Beaver, P.E.
Michael Skelly
Andrew Reiwitch
Michael Long
Dennis Long
Nehemiah O'Neal

Civil Plan Review Engineers
Matthew Addington, P.E., PLS, QSD/P
Benjamin Dela Cruz, P.E.
Carol Dugas, P.E.
Michael Foreman, P.L.S.

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PROPOSED STAFFING AND MANAGEMENT PLAN

CONFLICT AND ISSUE AVOIDANCE



BV's approach to provide quality assurance for each team member's performance, and to identify and resolve performance problems effectively. Performance Monitoring and Corrective Action are integral parts of project-specific QA/QC controls, as well project management approaches more broadly. So as to minimize issues for Clients, we have documented programs to ensure employees are technically qualified and trained to carry out their roles and responsibilities. BV's approach to providing quality assurance for each team member's performance requires communication and understanding of expectations and requirements. This is a multi-pronged approach and includes the features described below:

Example of Problem Resolution

Our inspectors have gained a wealth of experience working on all types of projects. We have worked with many of the past and current Project Managers and technical team and have learned what is expected of us.

Example #1

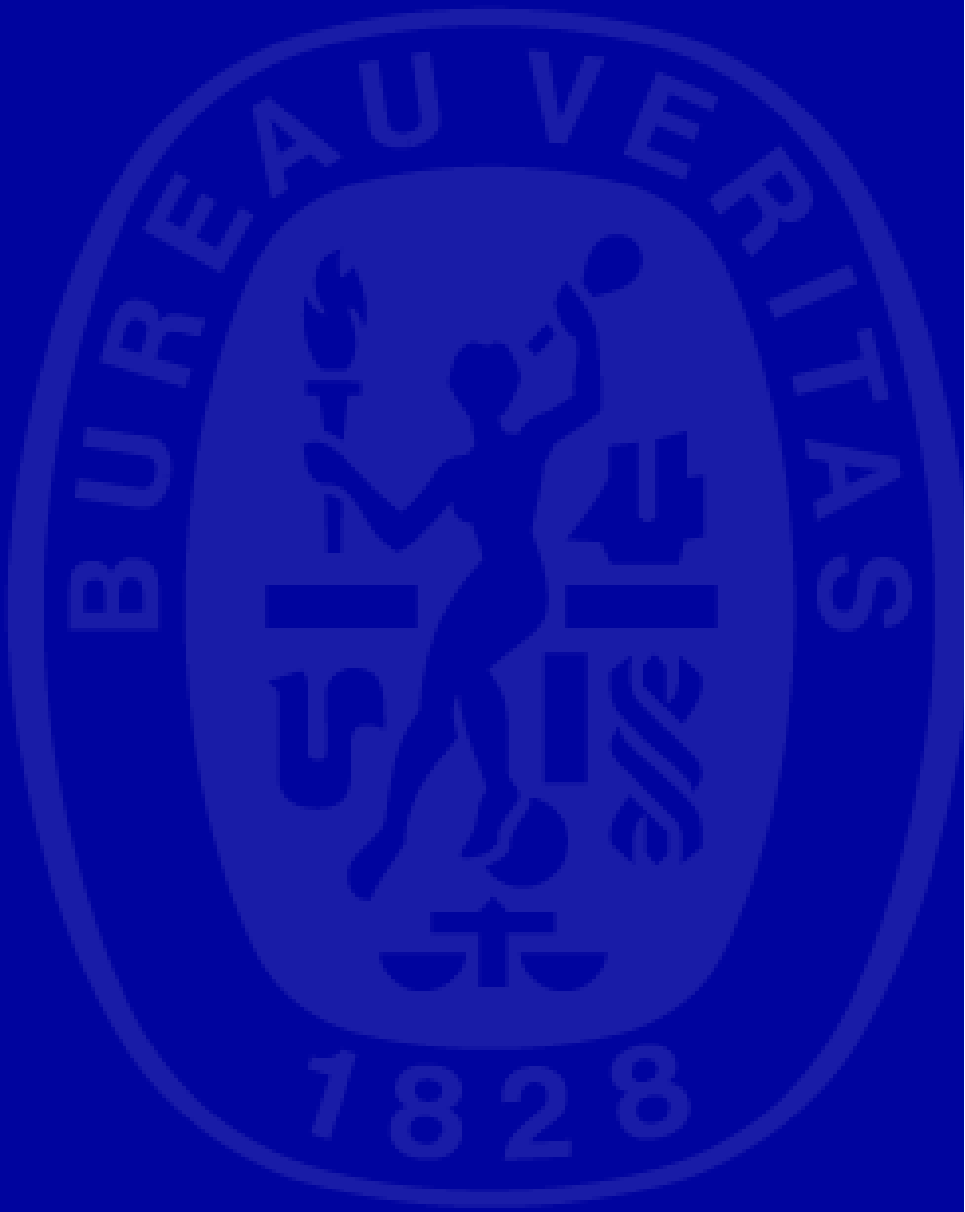
1. A recent learning experience: although a project had been approved per final inspection, if the system breaks and needs repair, those repairs are still under the responsibility of the Project Manager to inspect, document and photograph until which time a Certificate of Occupancy can be issued.
2. Upon discovery of the issues, BV worked with the contractor in collaborating with the engineer of record to evaluate and make recommendations of corrective actions.
3. BV verified the approved plans to determine the proper method of installations, and made recommendations for the proper repairs to the installations.
4. BV worked with the engineer of record on alternate methods/revisions on a solution where the incorrectly installed elements could be corrected in order to meet structural compliance.

BV has a steady flow of projects, and a large pool of resources to tap into should workload increase. Any project that comes in to our offices is reviewed on time, on budget and accurately. As a result of having a large staff, we are able to handle multiple projects large and small concurrently, without any negative impact to project turnaround times, project budgets, customer service or accuracy.

PERFORMING PROPOSED SERVICES

BV's proposed key personnel will be available to perform the proposed services for the duration of the contract, on-site when requested by the City. BV acknowledges that no person designated as "key" to the proposed service shall be removed or replaced without the prior written concurence of the City. In addition, the City reserves the right to direct the proposer to remove any individual, including the key personnel, assigned to the resultant agreement.

TECHNICAL PROPOSAL



TEAM MEMBER CONTACT INFORMATION

The requested contact information of BV's management team is listed below. Contact information for our additional personnel will be provided for each project on which our staff provides services. Their capacity to perform the requested services are in the resumes in the following pages.

Name	Phone Number	Email Address
Craig Baptista, Vice President - West, Plan Check & Inspection	916.291.9151	craig.baptista@bureauveritas.com
Trang Huynh, P.E., C.B.O., Building and Safety Division Manager/ Building Official	714.487.4223	trang.huynh@bureauveritas.com
Joe Chao, P.E., C.B.O., Regional Manager/Plan Check Engineer	805.358.4246	joe.chao@bureauveritas.com



Manuel “Craig” Baptista, M.B.A.

Vice President - West, Plan Check & Inspection

EDUCATION

M.B.A.
B.S., Business Management

REGISTRATIONS/ CERTIFICATIONS

Six Sigma Green Belt Certified
OSHA 30
United States Navy: Honorable Discharge

PROFESSIONAL AFFILIATIONS

Occupational Safety and Health Administration

TOTAL YEARS OF EXPERIENCE

20+

Prior to joining Bureau Veritas, Craig served as Director of Operations and is a business professional experienced in leading multiple branch offices in various states. Craig has over 20 years of experience in the construction industry. He is results-oriented and has exceptional experience building and managing successful programs and relationships. He is a skilled communicator capable of articulating complex ideas in a concise and persuasive manner. Craig has proven experience as a facilitator of solutions for client problems and is a strategic thinker with the ability to translate vision into tactics. He is self-motivated, passionate and resourceful. Craig has expertise identifying client needs and is able to execute problems quickly by utilizing his professional business management skills. He is equally effective working independently or collaborating with others.

SELECT PROJECT EXPERIENCE

Craig has managed various projects and successfully reduced operating expenses by 18% through implementation of a preventative maintenance program and establishment of a baseline repair cost matrix. He provided leadership, mentoring, direction and training for a 35 member Operations team that included Branch Managers, Project Managers, and other staff. He developed annual business plans, market strategies, operations and sales goals which resulted in year over year growth. Craig has worked on various significant projects, including, but not limited to:

- Apple Campus II in Cupertino, CA
- Cal Trans - Bay Bridge Project in Oakland, CA
- Tesla Gigafactory in Sparks, NV
- Souza Construction - Lemoore Naval Air Station Project in Fresno, CA
- Advance Range Solution - Fort Hunter Liggett in Jolon, CA
- Hensel Phelps - Mule Creek Prison in Ione, CA

Vice President - West, Plan Check & Inspection
Bureau Veritas North America, Inc.
2015 - Present

Serves as Vice President for the West Coast code compliance division. Manages over 50 employees throughout California, Arizona, Nevada, Washington, and Utah. Oversees plan review and inspection activities to ensure BVNA has ample resources to meet turnaround times and provide quick response to inspection requests. Works directly with plan review team to gain efficiencies in turnaround times. Effectively reduced the number of reviews by promoting direct contact with designers and municipalities to remedy code deficiencies during the first and second reviews, allowing our team to approve projects during the second submittal phase.

Trang Q. Huynh, P.E., C.B.O.

Building and Safety Division Manager

EDUCATION

Master of Business Administration
B.S., Civil Engineering
Certificate of Completion - Leadership for Senior Executives

REGISTRATIONS/ CERTIFICATIONS

Registered Professional Engineer: CA, #C36627
CABO Certified: Building Official #510
California Certified Green Building Professional
California Licensed Real Estate Professional
Cal OES Safety Assessment Program, Building Inspector

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
American Society of Civil Engineers (ASCE)
California Building Officials (CALBO)
Former Vice-Chair and member of the City of Highland Planning Commission
Past President of the Board of Directors of the Central Business Center in Upland
Past President of the Foothill Chapter of ICC

TOTAL YEARS OF EXPERIENCE

39+

Trang is a licensed professional engineer and ICC certified building official with over 39 years of experience working in public and private services as executive director and plan review engineer. He has implemented excellent public service programs and gained exceptional understanding of the building and safety division, community and economic development, public relations, redevelopment, financial and budget management, employee and organizational developments, and state and local officials. As a professor for Cambridge College in Southern California he has taught graduate and undergraduate classes in business, finance, and management. Trang has outstanding public relations, management, and problem solving skills with a proven record of strong and positive working relationships with local and state elected officials, inter-governmental agencies, business organizations, development community, labor groups, community groups, and residents. He was awarded the "Civil Engineer of the Year" award by the ASCE Chapter of San Bernardino and Riverside in 2011. He was also a recipient of the "Good Government Award" from the BIA Inland Empire Chapter in 2015. Finally, Trang has an excellent understanding of cultural diversity and knows how municipality services can be provided efficiently with an objective from "Good to Great".

Trang has held the position of Building Official for multiple jurisdictions, including City of San Clemente, City of Manhattan Beach, City of Rancho Cucamonga and City of Rialto.

SELECT PROJECT EXPERIENCE

Regional Manager, Southern California
Bureau Veritas North America, Inc.
2017 - Present

Directs the BVNA Building & Safety and Civil Engineering operations for the Southern California region, serving as the supervising building official and plan check engineer for multiple Southern California municipalities. Responsibilities include building official duties, special project management, managing contracts of permits, plan check, and inspection services for 24 jurisdictions.

Building and Safety Services Director
City of Rancho Cucamonga
2002 - 2017

As one of the executive team members of the City to directed and coordinated the work of the Community Development team. Managed all activities and operations of building and fire plan checks, permits, building and fire inspections, grading, community improvement, code enforcement, citizen volunteers for an affluent community of 175,000 people. Prepared and administered an annual operating budget up to $4,200,000. Supervised up to 40 employees, citizen volunteers and interacted with businesses, developers, designers and residents. Executive member of the City's economic development team to develop and implement the economic development strategy plans. Worked with other departments to manage the City's annual capital building and improvement projects. Excellent knowledge and understanding of managing municipal services from business improvements and economic developments to public safety.

Has outstanding public relations, management, and problem solving skills. Have a proven record of strong and positive working relationship with local and State elected officials, inter-governmental agencies, business organizations, development community, labor groups, community groups and residents. Have an excellent understanding of cultural diversity and know how municipality services can be provided efficiently with an objective from "Good to Great".

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Joe Chao, P.E.

Regional Manager/Plan Check Engineer

EDUCATION

M.S., Structural Engineering

B.S., Civil Engineering

REGISTRATIONS/ CERTIFICATIONS

Registered Professional Engineer:
CA, #85679
DC, #PE922133
MD: 0056984

ICC Certified:
Building Plans Examiner

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of Southern California (SEAOSC) - SEAOSC Convention Young Members Committee 2014 & 2018

California Building Officials (CALBO)

International Code Council Ventura Region Chapter (ICCVRC)

TOTAL YEARS OF EXPERIENCE

11+

Joe has more than 11 years of experience in engineering. He reviews plans for various counties and cities, consisting of small additions/remodels, to moderate and complex residential and commercial projects, including site, architectural, structural plans/calculations, Fire and Life Safety and Photovoltaic installations; checking for completeness, accuracy, and Code compliance with State and Local building codes.

SELECT PROJECT EXPERIENCE:

Regional Manager, Westlake Village Office
Bureau Veritas
2019 - Present

Manages day to day operations of the Bureau Veritas Westlake office. On a daily basis works closely with clients to meet their needs and provide quality services efficiently. Responsibilities include building official duties, special project management, managing contracts of permits, plan check, and inspection services for 10 jurisdictions.

Senior Plan Check Engineer
California Code Check, a Bureau Veritas Company
2011 - 2019

Manages plan check operations and training support at Westlake Village office. Review residential and commercial plans and calculations for compliance with the California Building Codes, including mechanical, plumbing, electrical, energy, and green building codes. Assist plan check engineers and perform quality assurance reviews of plan checks. Review jurisdiction ordinances and create standard comment lists for the specific requirements/needs of each jurisdiction. Train and develop/mentor interns for Westlake Village and Atascadero office.

Plan Review
County of Monterey New Juvenile Hall Facility, $57 Million in Total
2017 - Present

Plan review for construction of a new juvenile hall to replace the existing facility.

Plan Review
County of San Luis Obispo Juvenile Hall Expansion, $21.3 Million in Total
2014 - 2017

Plan review for expansion of the existing SLO juvenile hall facility.

Plan Review
Del Amo Mall, $250 Million in Total
2013 - 2015

Plan review for a large shopping center renovation, including relocation of Nordstrom, consolidation of Macy's stores, and new 2-story fashion wing.

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James D. Waters, C.B.O.

Building Official/Senior Plans Examiner/Senior Inspector

EDUCATION

A.S., Construction Technology
Certificate of Achievement, Construction Inspection

LICENSES/CERTIFICATIONS

ICC Certified:
Building Official
Certified Plans Examiner
Residential and Commercial Combination Inspector
Building, Electrical, Plumbing, and Mechanical Inspector
State Certified OSHA 10 Inspector.
State of California Emergency Disaster Service Inspector - Governor's Office of Emergency Services

PROFESSIONAL AFFILIATIONS)

International Code Council (ICC)
Occupational Safety and Health Administration (OSHA)

TOTAL YEARS OF EXPERIENCE

25+

James possesses 25+ years as a building official, inspector, plans examiner. His skills include project management, conflict resolution, team leadership, budgeting, organizational management, creative problem solver, policy and Internet research, and inter-agency relationships. His project experience has included residential and commercial structures. Highly skilled and knowledgeable, James is a valued member to our professional team.

SELECT PROJECT EXPERIENCE:

Building Official/Senior Plans Examiner/Senior Inspector
2024 - Present
Bureau Veritas North America, Inc.

Performs complex professional work as a Building Official/Senior Plans Examiner/Senior Inspector. Provides assistance to jurisdictional staff and general public on requirements for applying for construction or alteration permits and the related fees. Works with architects, engineers, designers, builders, property owners, and stakeholders to obtain compliance, making recommendations for resolution.

C.B.O., Sr. Plans Examiner, Sr. Inspector
2023 - 2024
Private Consultant

Performed the Inspections and Plan Check of industrial, commercial and residential construction for compliance with applicable City and State building and safety codes and city ordinances. Reviewed and resolved the most difficult inspections requiring discretionary interpretation and application of the codes, including Building, Electrical, Plumbing, Mechanical and Handicap Codes.

Plans Examiner/Inspector/ Capital Improvement Projects Manager
2021 - 2023
Town of Camp Verde

Performed professional and intermediate administrative work managing the design and construction of Capital Improvement Projects (GIP), the development and implementation of service contracts, and the development of standards and specifications for each project. Work involved considerable interaction with the Town Manager, City Council and higher-level supervisory staff. Direct supervision of construction firms working for the Town. Manage all work assignments, performed all City inspections of projects including building, electrical, plumbing, mechanical and handicap inspections, and compliance. Provided Plan Check Services for the Building and Safety offices due to a lack of plan check staff.

Director of Maintenance, Operations, and Transportation
2015 - 2017
Fallbrook Union High School District,CA

Directed the planning, organizing, and activities of programs, projects, and functions related to the district's three high school facilities, building maintenance, grounds keeping, custodial services, security, warehouse. Maintain compliance with District policies and local, state, and federal laws and regulations. Directed the District's Transportation Program. Managed the Performing Arts Center. Direct edthe coordination of new school construction, including plan check review and inspection services of all alterations, and improvements of existing facilities. Provided management of all construction projects. Evaluated the performance of staff.

Glenn Kechejian, M.S., E.I.T.

Building Plans Examiner

EDUCATION

M.S., Structural Engineering
B.S., Civil Engineering

REGISTRATIONS/ CERTIFICATIONS

ICC Certified:
Building Plans Examiner

Engineer in Training (E.I.T)

PROFESSIONAL AFFILIATIONS)

International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

18+

Glenn is an experienced plan check engineer with a Master's degree in structural engineering. His strong technical capabilities and communication skills ensure timely, comprehensive plan reviews. His experience in plan review comes from reviewing custom homes and mixed-use residential and new commercial buildings. He has extensive experience reviewing plans for custom homes, specifically with the city of Malibu. Some notable projects include an 11-story high-rise hotel and multiple mixed-use retail/apartment complexes. His attention to detail and background in structural engineering will ensure that a quality review is provided to the applicant.

SELECT PROJECT EXPERIENCE:

Building Plans Examiner

Bureau Veritas North America, Inc.

2015 - Present

Performs plan checking for architectural and structural plans, communicating effectively with contractors, architects and engineering to assist in resolving deficiencies in plans. Reviews construction plans for residential, commercial, and industrial buildings and structures to ensure compliance with the applicable municipal, state, and federal codes and ordinances including the California Building Codes (mechanical, plumbing, electrical, energy, and green building). Provides assistance to jurisdictional staff and general public on requirements for applying for construction or alteration permits and the related fees. Works with architects, engineers, designers, builders, property owners, and stakeholders to obtain compliance, making recommendations for resolution.

Select clients and projects to which services have been delivered include:

- City of Malibu
- Agoura Hills
- LA County

Ernesto Pedroza Jr., E.I.T.

Building Plans Examiner

EDUCATION

M.S. Structural Engineer (In Progress)

B.S. Civil Engineer

REGISTRATIONS/ CERTIFICATIONS

ICC Certified:

Building Plans Examiner

TOTAL YEARS OF EXPERIENCE

11+

Ernesto is an ICC certified building plans examiner with 11 years of experience. Ernesto is highly knowledgable in mathematics, engineering statistics and economics, and computer applications. Capable and knowledgable, Ernesto is a valuable member to any team. He is a fluent Spanish speaker, who is also capable of reading and writing in the Spanish language.

SELECT PROJECT EXPERIENCE:

Building Plans Examiner

Bureau Veritas North America, Inc.

2017 - Present

Performs complex professional engineering work during the plan review process. Provides assistance to jurisdictional staff and general public on requirements for applying for construction or alteration permits and the related fees. Works with architects, engineers, designers, builders, property owners, and stakeholders to obtain compliance, making recommendations for resolution.

Public Works Assistant

County of Ventura Public Works

2016 - 2017

Worked in the Traffic Division of the Public Works Department for the County of Ventura. Duties included daily traffic signal checks, processing collision reports, performing radar surveys and surveying traffic.

Sales Associate

Home Depot

2013 - 2016

Responsible for customer service, merchandise stocking, grounds maintenance, loading assistance and operation of lift equipment.

Contractor Assistant

Pedroza Landscape

2011 - Present

Duties included writing estimates, meeting with customers and labor-related duties as needed.

Masonry Assistant and Landscaper

Brooks Landscape

2011- 2013

Duties included preparation of concrete, demolition, trench digging, installion of storm drains and planting of vegetation.

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Lana Kazma, E.I.T.

Plans Examiner

EDUCATION

B.S. Civil Engineer

M.S. Structural Engineer

LICENSES/CERTIFICATIONS

ICC Certified:
Building Plans Examiner

Engineer-in-Training

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

7+

Lana is a highly motivated, result-oriented plan examiner specializing in both commercial and residential projects. Her experience includes checking for compliance with federal, state, and local codes, reviewing construction plans, and outlining deficiencies. Highly skilled and knowledgeable, Lana is valued member to any professional team.

SELECT PROJECT EXPERIENCE:

Building Plans Examiner
Bureau Veritas North America, Inc.
2019 - Present

Perform plan reviews for residences and commercial buildings. Highly knowledgeable on building codes and regulations. Works effectively with applicants to explain code requirements. Creates corrections, outlining areas of improvement for plans and referencing the applicable building code sections and locally adopted regulations.

Projects include:

- Residential: 1 story, 2 story (timber, concrete)
- Master plans
- Revisions, remodel
- Up to 3-story
- Triplex
- Motel revision, Palm Springs
- Temporary structures
- Commercial TI's including restaurant , stores, warehouses, apartment complex (FLS)
- Pools
- 2-3 buildings for water park in Palm Springs

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Golnaz Bastani

Plans Examiner

EDUCATION

B.S. Civil Engineer

LICENSES/CERTIFICATIONS

ICC Certified:
Building Plans Examiner

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

37+

Golnaz is a highly motivated, result-oriented plan examiner specializing in residential projects.

SELECT PROJECT EXPERIENCE:

Building Plans Examiner

Bureau Veritas - Westlake Village Location

2019 - Present

Reviews architectural drawings and engineering specifications for completeness, accuracy, and compliance with building, structural, mechanical, electrical, plumbing, energy conservation, and disabled access codes and local building regulations. Performs complex engineering calculations and analyses to check engineering calculations provided by applicants. Suggests plan changes to applicants in order to bring drawings and specifications into compliance with state and local building codes and ordinances.

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Mildred Renteria

Plans Examiner

EDUCATION

B.S. Civil Engineer

REGISTRATIONS/ CERTIFICATIONS

Liccensed Dispensing Optician: California

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE)

TOTAL YEARS OF EXPERIENCE

12+

Mildred is a civil engineer with experience in land development, infrastructure design, and plan preparation. Proficient in AutoCAD Civil 3D, MicroStation, and various engineering software. Bilingual in English and Spanish with strong technical and communication skills.

SELECT PROJECT EXPERIENCE:

Plans Examiner
Bureau Veritas North America, Inc.
2022 - Present

Reviews plans for building construction and alterations to ensure compliance with the applicable municipal, state, and federal codes and ordinances. Provides assistance to jurisdictional staff and general public on requirements for applying for construction or alteration permits and the related fees. Works with architects, engineers, designers, builders, property owners, and stakeholders to obtain compliance, making recommendations for resolution. Utilizes proficiency in AutoCAD Civil 3D and MicroStation to analyze construction documents and site plans.

Licensed Dispensing Optician
Walmart Vision Center
2021- 2022

Analyzed and filled prescriptions. Provided patient education and service to ensure proper eyewear fitting and customer satisfaction.

Engineering Assistant I
Encompass Consultant Group (ECG)
2020- 2021

Experienced with single family, multiple unit residential neighborhoods, corporate/industrial, and commercial as well as custom land development projects. Knowledgeable in storm drain, sewer, water, and utilities design. Performed drafting tasks and assisted project manager in plans preparation, designs, calculations and cost estimates. Assisted senior engineers with more complex designs, plans, and proposal development and contract administration services. Established good rapport and built relationships with peers and clients by responding to requests through clear and timely communication.

Licensed Dispensing Optician
Costco Optical
2014- 2020

Used computer to process orders to assist members in ordering eyeglasses and contacts. Dispensed eyeglasses and contacts and oversaw apprentices. Provided prompt customer service throughout college to help finance education.

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Joe Medina, E.I.T

Plans Examiner

EDUCATION

M.S. Structural Engineer
B.S. Civil Engineer

LICENSES/CERTIFICATIONS

Certified Engineer in Training, CA #EIT-172115
ICC Certified #9264369: Building Plans Examiner
Cal OES Safety Assessment Program, Building Inspector #91913

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE)

Structural Engineers Association of Souther California (SEAOSC)

International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

5+

Joe is a plans examiner with strong technical capabilities and leadership skills helping to ensure that review of plans and specifications for the construction, alteration and repair of commercial, residential, and industrial buildings and structures meet the requirements of applicable building, mechanical, plumbing, fire, and electrical codes for clients. Joe has significant experience reviewing complex steel, concrete, and wood frame structures. He has the necessary knowledge, skills and ability to read and interpret site plans, building plans, specifications, calculations and codes to determine compliance with appropriate codes and ordinances, analyze difficult construction code situations and to comprehensively examine plans and specifications and discuss. He possesses strong judgment, is able to communicate clearly both orally and in writing and excellent human relations skills.

SELECT PROJECT EXPERIENCE:

Plans Examiner
Bureau Veritas North America, Inc.
2018 - Present

Performs a variety of advanced technical, administrative, and supervisory work in directing engineering activities related to plan review for numerous municipal clients throughout the Southern California. Reviews residential, commercial, industrial and public works project plans, reports and other development and design related documents for compliance with all applicable building, mechanical, plumbing, fire, and electrical codes, and other local, state, and federal codes and guidelines. Interacts with designers, contractors and owners to review proposed projects, answered question. Provides interpretations of the codes and established policies and procedures. Researches code and product standards to determine compliance with adopted codes.

Select clients include:

City of Malibu
County of Los Angeles
City of Glendale
City of Torrance (on-site)

Example projects include:

City of Monrovia - Mixed Use Apartment Complex
4 story mixed use building consisting of wood frame over concrete podium for a Custom Residential Home.

County of Los Angeles - 3 story hillside building utilizing pile foundations, retaining walls, and steel moment frames.

Summer Intern
City of Los Angeles, CA
2017

Summer Intern who participated on several fabrication projects at the C. Erwin Piper Technical Center for the Los Angeles City Department. In charge of fabrication and proper manufacturing of radio room for signal testing.

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Henry Hadidi, Ph.D., S.E.

Plan Review Engineer

EDUCATION

Ph.D. Structural Engineer
M.S. Structural Engineer
B.S. Civil Engineer

LICENSES/CERTIFICATIONS

Registered Professional Engineer:
CA, #S4078
CA, #C49136

ICC Certified:
Building Plans Examiner

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

35+

Henry is a results-oriented structural engineer with 35+ years of experience in plan review and design. He has extensive knowledge of current building codes including IBC, IRC, ACI 318, ACI 530, AISC 341, AISC 358, AISC 360, AISI, ASCE 31-03, ASCE 41-13, ASCE 5, ASCE 7, and NDS. Having supported the Seismic upgrade review of the Santa Monica Pier (1995); post the 1994 Northridge Earthquake, Henry has strong verbal and written communication skills in meetings and communicating with clients to answer questions regarding the generated plan review comments. He is a self-starter with a strong ability to lead or work within a team and has demonstrated organizational and problem-solving skills. Recent experience includes several pedestrian walk bridges for the University of California, Los Angeles and also for the City of Roseville.

SELECT PROJECT EXPERIENCE:

Senior Structural Engineer
Bureau Veritas North America, Inc.
2017 - Present

Plan review of residential and commercial projects of all sizes and complexities throughout California, including supporting the Seismic upgrade review of the Santa Monica Pier (1995); post the 1994 Northridge Earthquake.

Plan Review
JW Marriott Hotel
2015 - Present

Plan review for a new 12-story, four-diamond luxury hotel with two levels of subterranean parking. The hotel will have 466 guest rooms as well as meeting space for groups.

Structural Plan Review
Cahuilla Casino & Hotel Project
2018 - Present

Plan review for the Cahuilla Band of Indians new casino and hotel property which will replace the original casino facility. The project is 14,920 SF, mixed occupancy, A2 and B, construction type II-B, including a 31,997 SF hotel and 34,121 SF casino.

Private Sector Projects:

- Reviewed plans and calculations for the seismic retrofit of two reinforced concrete buildings at Atascadero State Hospital in Atascadero, California as part of the Department of General Services (DGS) plan check program.
- Reviewed plans and calculations for the design of a segment of the Los Angeles Metropolitan Purple Line underground metro tunnel in Los Angeles, California, as part of the LA Metro internal review.
- Reviewed plans and calculations for the seismic retrofit of the Caltrans Headquarters buildings located in Sacramento, California.

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Troy Schmidt

Plan Review Engineer

EDUCATION

M.S. Civil Engineering, Structural Emphasis

B.S. Civil and Environmental Engineering

LICENSES/CERTIFICATIONS

Registered Structural Engineer:

CA, #5795

HI, #19417-0

Registered Professional Engineer:

CA, #71078
FL, # 90619
MD, #59078

NV, #027963

WA, #20107610

VA, #0402063162

ID, #P-21398

PROFESSIONAL AFFILIATIONS

Professional Board of Engineers

TOTAL YEARS OF EXPERIENCE

25+

Troy has over 25 years of experience as a structural engineer in California. He has extensive experience working on OSHPD and DSA projects throughout Northern California. He is knowledgeable in various design and structural engineering software programs. He is able to conduct plan review services for various building types including residential, commercial and industrial occupancy types.

SELECT PROJECT EXPERIENCE:

Structural Plan Review Engineer

Bureau Veritas North America, Inc.

2016 - Present

Conducts structural plan review services for complex projects throughout California. A sampling of the projects reviewed in the following jurisdictions: Placer County, City of Tracy, City of West Sacramento, University of California, San Francisco, County of Shasta and many more.

Project Engineer / Principal

Anderson & Doig Structural Engineers

2007 - Present

Delivers innovative, cost effective solutions to meet the aesthetic and functional demands of the building for the client from schematic design to DSA, OSHPD or city approval and through construction. Selects and optimizes structural systems to support lateral and gravity loads for single and multi-story steel, concrete, masonry, wood and light gauge steel structures. Produces structural calculations, design drawings, specifications and provides construction administration services in compliance with the California Building Code. Projects include K-12 public schools, healthcare facilities, private colleges, churches, residential and commercial buildings, structural rehabilitation, seismic retrofit and forensic engineering. Projects utilize design-build, design-bid-build and integrated project delivery methods. Manages client base as well as engineering, drafting and administrative staff.

Design Engineer/Project Manager

Harris & Sloan Consulting Group

2004 - 2007

Analyzed, designed and detailed single and multi-story buildings throughout California using wood, steel, concrete and masonry. Projects included new custom and production residential homes, recreation centers, apartment, condominium and senior housing complexes, renovations, mixed-use, commercial, retail and office buildings. Successfully managed client base providing quality engineering for projects on time and within budget. Responsible for creating project proposals, invoices and schedules, attending value engineering and other client meetings, providing structural observation and construction administration services as well as managing engineering and drafting staff.

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Armil Allahyarian, P.E.

Plan Review Engineer

EDUCATION

B.S., Civil Engineering
M.S., Civil Engineering

REGISTRATIONS/CERTIFICATIONS

Registered Professional Engineer: CA, #97996
ICC Certified: Building Plans Examiner

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE)
Structural Engineers Association of Southern California (SEAOSC)
International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

7+

Armil has more than 7+ years of experience as a plan check engineer, ranging from new residential homes, including additions and remodels, and commercial buildings, including tenant improvements and alterations. He is proficient in examining and checking building plans for compliance with applicable California Building Codes and other ancillary codes such as the California Plumbing Code, California Mechanical Code, California Electric Code and State disabled access related codes. Armil possesses the knowledge, skills and ability to read and interpret building plans, blueprints and specifications, interpret and apply related codes, ordinances and laws, and establish and maintain effective working relationships with architects, engineers,contractors, builders and owners, the public and other employees.

SELECT PROJECT EXPERIENCE

Operations Manager / Senior Plans Examiner
Bureau Veritas North America, Inc.
2017 - Present

Performs plan review of fire, life, and safety components, as well as mechanical, electrical and plumbing review of residential and commercial projects with a high proficiency in local, state and federal codes. Instrumental in launching the City of Santa Rosa Fire Resilient Center to facilitate the rebuild process of over 3000 homes lost in the 2017 Tubbs-Adobe fire. In charge of quality assurance with regard to general plan review, public relations, and structural reviews, as well as managing day-to-day tasks in the office including: workflow organization, plan distribution, and over the counter plan review.

Plan Reviewer
City of Los Angeles, CA
2016

Fabrication projects at C. Erwin Piper Technical Center for both L.A. Police Department and L.A. Fire Department. Reviewed and applied safety codes and regulations for the proper construction of a Screen Room used to test police radio frequencies as part of an internship program.

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Abteen Shirehjini, P.E.

Plan Check Engineer

EDUCATION

B.S., Civil Engineering
M.S., StructuralEngineering (In Progress)

REGISTRATIONS/ CERTIFICATIONS

Registered Professional Engineer

ICC Certified:
Building Plans Examiner
California Commercial Building Inspector
Residential Building Inspector

Safety Assessment Program
CA DSW Volunteer

PROFESSIONAL AFFILIATIONS

Structural Engineering Association of Southern California

American Society of Civil Engineers

ICC Ventura Region Chapter Innovation and Technology Chairman

CA Disaster Service Worker

TOTAL YEARS OF EXPERIENCE

11+

Abteen has 11 years of experience as a plan check engineer and building inspector. Experience ranges from new residential homes up to four stories tall, new commercial buildings up to seven stories tall, and fire rebuilds throughout California. Abteen is highly proficient with AutoCAD, Revit, Chief Architect, Microsoft programs, Adobe Dreamweaver, HTML/CSS/C# Coding Processes, Computer Security, ETABS, RAM Structural, and Perform 3D.

SELECT PROJECT EXPERIENCE:

Plan Check Engineer and Building Inspector

Bureau Veritas North America, Inc.

2014 - Present

Manages plan review scheduling and quality assurance supervision for the Westlake Village office, and coordinates with various jurisdictions' staff regarding receipt and return of plans, as well as plan check status. Reviews plans and prepares comprehensive comment lists for residential and commercial projects, including site, structural, architectural, etc. Checks for completeness, accuracy, and code compliance with State and Local building codes (i.e. CBC, CPC, CMC, CEC, CRC, CEnC, CGBC and local ordinances). Also communicates with project owners, designers, architects, and engineers to address plan check comments, expediting the plan check process. Obtains constant training through attendance at seminars and conferences.

As a building inspector, assumes full responsibility of building inspections for various types of construction and occupancies to ensure compliance with State and Local building codes, zoning regulations, mechanical, electrical, and plumbing codes. Enforces Local and State code; issues code violation notices when necessary & prepares monthly inspection reports. Aids contractors and property owners with questions regarding state and local building codes.

Works on special projects with BV's headquarters, including recent developments in innovation for the conglomerate's worldwide business strategy, as well as BIM software development in the United States.

Project Manager

Consttech Construction Corporation

2011 - 2014

Performed the duties of Project Manager by providing: site supervision, correlation with clients and service companies, time and payment schedules. Coordinated with jurisdictional plan checkers and inspectors regarding plan checks and obtaining permits. Consulted with owners and subcontractors regarding project details, modifications, payment schedules, timelines for completion, and created 2D/3D CAD drawings and dynamic renderings.

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Matthew Godinez, P.E.

Plan Review Engineer

EDUCATION

B.S., Civil Engineering

LICENSES/CERTIFICATIONS

ICC Certified:
Plans Examiner
Commercial Building Inspector

CA License PE #91519

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
Board Member of CalGEo Professional Society

TOTAL YEARS OF EXPERIENCE

14+

Matthew has more than 10 years of experience, two as a building plans examiner. He previously worked with engineering firms as a Surveying and Engineer Assistant.

SELECT PROJECT EXPERIENCE:

Building Plans Examiner/Building Inspector

Bureau Veritas North America, Inc.

2016 - Present

Responsible for plan review and commentary on a variety of plans including residential, commercial, additions, alterations, tenant improvements, and new construction. Performs building inspection to ensure compliance with state and local building codes, zoning regulations, mechanical, electrical and plumbing codes.

Mixed Use High Rise - Washington D.C.

- 14 story, 470,000 square feet
- 3 stories of parking, 2 stories of business and mercantile, 9 stories of multi-family residential, rooftop pool/cabanas/recreation (S, M, B, R, A)
  Post tensioned slab, concrete core, steel frame, w/ cold formed steel

Distribution Center - Oxnard

- 4 story, 3 million square feet
- F-1 and S-1 storage and processing
- Tilt-up concrete walls and panelized diaphragm with special concrete shear walls and steel moment frame interior stories

Tilt-up Warehouse - Oxnard

- 1 story (w/ 2 story offices), 1.2 million square feet
- F-1, S-1, B warehouse and offices
- Concrete shear walls and panelized diaphragm with special truss frame

Multi-family Residential - Los Angeles Co

- 4 story
- 48 unit multi-family residential over parking
- 3 stories of wood construction over concrete podium

Cultivo Mixed Use - Desert Hot Springs

- 2 story
- Marijuana cultivation, training facility, and restaurant
- Steel frame building

Brian Meadows

Building Inspector

TOTAL YEARS OF EXPERIENCE

48+

Brian is a knowledgeable, well-rounded professional with a diversified career history encompassing 48+ years of building inspection, code compliance and customer relations experience. He is skilled in coordinating multiple concurrent projects, including managing daily schedule of inspections. He has an unwavering commitment to exceptional customer services, support and satisfaction.

SELECT PROJECT EXPERIENCE:

Building Inspector

Bureau Veritas North America, Inc.

2022 - Present

Performs residential and commercial building inspections for a variety of projects, bringing a high-level knowledge and expertise as a seasoned inspector. Other duties include performing plan checks, working with citizens, developers, superintendents, engineers and architects to ensure compliance with building codes, planning and zoning ordinances and timely completion of project.

Senior Building Inspector

City of Ventura Building Safety Department

2016 - 2022

Performed combination commercial, industrial and residential inspections. Ensured construction and installations conformed to municipal, state, and federal code requirements and zoning ordinances. Provided code interpretations and other essential information to design professionals, contractors, and the general public and recommend corrective action of defects or inadequacies. Provided interpretations of the codes and established policies and procedures.

Building Official

City of Ojai, CA

1995-2012

Interpreted and enforced the building codes adopted by the City as well as other City codes related to property development and building construction. Issued building permits, construction trades permits, fire sprinkler, fire alarm, life safety permits, and other similar permits as assigned. Administered plan review and field inspection industry contacts. Performed inspections and construction plan review. Developed and implemented operating policies and procedures as they relate to building safety.

Field Supervisor

Kurt Rush Constructors

1988 – 1993

Scheduled subcontractors, employees, equipment and vendors in critical path to ensure timely completion. Oversaw and directed outdoor projects from conception to completion. Oversaw all onsite and offsite constructions to monitor compliance with building and safety regulations. Directed crews plus any subcontractors. Planned ahead to prevent problems and resolve any emerging ones. Analyzed, managed and mitigated risks. Ensured quality construction standards and the use of proper construction techniques through consistent training.

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Mark Boling

Building Inspector

EDUCATION

General Education

REGISTRATIONS/ CERTIFICATIONS

Cross Connection Specialist Certification

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

Cross Connection and Water Pollution Control

TOTAL YEARS OF EXPERIENCE

24+

Mark is a meticulous building inspector who is highly effective at reviewing complex construction projects for compliance with applicable building codes. He is a methodical and analytical professional with a thorough approach. He is a hardworking building inspector, adept at identifying issues and problems. Mark's also enthusiastic about working with project managers, contractors, and owners in a collaborative capacity to resolve problems. He is a licensed building inspector successful at enforcing codes and zoning requirements using local and CA state codes. He is committed to quality construction at all stages. Mark is versed in interpreting state and construction safety. He is focused on completing inspections. He is a quality-driven combination building inspector adamant about construction safety. He is focused on completing thorough inspections and developing effective remediation plans. His skills include reinforced structural concrete building and retaining wall construction inspection, seawall and ocean front residential and commercial construction inspection, combination building inspections in all phases, on-site wastewater treatment system installation, licensed inspections, safety awareness, complex wood framed construction building experience, and building load path evaluation and inspection.

SELECT PROJECT EXPERIENCE:

Building Inspector
Malibu City ESD Building Department
2020 - Present

Conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances. Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements.

Combination Building Inspector
Malibu City ESD Building Department
1999 - 2020

Maintained up-to-date knowledge of inspection techniques, codes, and ordinances and regulations. Documented violations and issued documentation such as stop work orders to contractors or owners. Checked site permits and licenses of operating contractors. Evaluated whether work was in accordance with all applicable city, state, and federal guidelines as well as applicable discipline specific codes. Completed investigations into complaints, incidents, and accidents at work sites. Gave information about methods and materials to correct problems and bring construction in compliance with ordinances and codes. Conducted site pre-inspections and coordinated post-construction audits. Read and interpreted drawings and assessed construction against plans. Performed inspections of current construction, refurbishment and repair projects. Re-evaluated commercial and residential constructions with previous failed inspections. Conducted inspections of buildings, equipments, and grounds for deficiencies and evaluated for potential health, safety and code violations. Noted recurrent issues and worked with contractors to prevent re-occurence. Approached customers and engaged inc onversation through use of effective interpersonal and people skills. Modified existing software systems to enhance performance and add new features. Demonstrated leadership by making improvements to work processes and helping to train others. Motivated and encouraged team members to communicate more openly and constructively with each other.

Aleta Francis

Building Inspector

EDUCATION

AS Construction Technology
AS Architectural Design
AS Architectural Science
Computer Science Information Tech

LICENSES/CERTIFICATIONS

ICC Certified:
CALGreen Inspector/Plans Examiner
Commercial Building Inspector
Building Plans Examiner
Residential Building Inspector
Building Inspector
Residential Plans Examiner

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
ICC Los Angeles Chapter ICC Ventura Chapter CALBO California Building Officials
APW American Public Works Association
ACI American Concrete Association
ACI So. Cal Chapter
NAWIC - National Association of Women in Construction
MSA Maintenance Superintendents Association

TOTAL YEARS OF EXPERIENCE

28+

Aleta has over 28 years in the Construction industry as an independent contractor/consultant. She is experienced in zoning, building and safety, fire, Environmental Health, Coastal Commission, etc. for many different jurisdictions. Reviews and interpret plans and specifications and address RFI's. Project management and coordination, residential plan creation and submission, permit expediting and coordination, material take-offs, collaborative problem solving. Aleta is well versed in many software applications such as Adobe, MS Project and AutoCAD to name a few.

SELECT PROJECT EXPERIENCE:

Building Plans Examiner
Bureau Veritas North America, Inc.
2023 - Present

As a plans examiner, she reviews non-engineering construction plans for residential, commercial, and industrial buildings and structures to ensure compliance with the applicable municipal, state, and federal codes and ordinances including the California Building Codes (mechanical, plumbing, electrical, energy, and green building). Provides assistance to jurisdictional staff and general public on requirements for applying for construction or alteration permits and the related fees. Works with architects, engineers, designers, builders, property owners, and stakeholders to obtain compliance, making recommendations for resolution.

As a building inspector, she conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances. Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements.

Independent Contractor/Consultant
Private Sector
1995-2023

Project coordinating, expediting, and management, owner builder/developer, materials manager, purchasing director and production process research assistant steel space truss systems (Biosphere 2, Freemont Street, Universal CitiWalk radial canopy, etc). Design, develop and coordinate turnkey off-grid residential property. Design and install fresh-water well systems. Manage installation of new propane service. Manage construction and renewal/recertification of septic systems.

Private Road Management
Mildas Drive Road Association
2010 - 2023

Volunteer Founding Vice Chair
Mission Hills Neighborhood Council, Mission Hills, CA
2005 - 2008

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Emily Sherwood, P.E.

Plan Review Engineer / Permit Technician

EDUCATION

B.S., Civil Engineering,
University California, Irvine 1997

LICENSES/CERTIFICATIONS

Civil Engineer, CA
C63031
Cal OES
Safety Assessment Program Evaluator SAP ID Number 96281
ICC Certified:
Residential Plans Examiner
Permit Technician
Building Plans Examiner
Residential Building Inspector
Residential Mechanical Inspector
Residential Plumbing Inspector

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

28+

Emily has 28+ years experience in the building and construction industry holding positions such as Building Inspector, Civil Engineer and Permit Technician for various jurisdictions.

SELECT PROJECT EXPERIENCE:

Plan Review Engineer
Bureau Veritas North America, Inc.
2025 - Present

Provides plan checking services for commercial, industrial, residential buildings for compliance with requirements of California Building Codes and other ordinances.

Part-Time Building Inspector
City of San Clemente, Community Development Department, Building Division
May 2025 - October 2025

Provided assistance and support on an as needed basis. Inspects residential building construction to ensure work has been done per approved plans and building codes. Documents results of inspections.

Permit Technician
City of San Clemente, Community Development Department, Building Division
2024 - 2025

Provided support to the public in person, through email and on the phone, for processing and issuance of building permits. Reviews application completeness and accuracy. Routes and coordinates plan reviews. Calculates plan check fees, impact fees and permit fees.

Senior Engineering Technician
City of San Clemente, Public Works Department, Capital Improvement Project Section
2023 - 2024

Prepared GIS location maps, interactive web maps and map presentation stories using ArcPro. Uses Civil 3D to produce construction as-builts. Researches City documents for planning capital projects.

Senior Engineering Technician
San Clemente, Public Works Department, Land B.S., Civil Engineering,
Development Section
2019 - 2023

Reviewed grading plans for code University California, Irvine 1997 compliance of drainage, mapping, water quality, utility connections, geotechnical requirements, and easements. Reviewed building architectural plans for property lines, easements, and utility connections. Assisted at the front counter, helping the public with encroachment permits, records requests and set up grading project permitting fees. Monitored plan check project budgets and invoice processing.

Associate Civil Engineer
County of Los Angeles Department of Public Works, Road Maintenance Division
2000 - 2004

As a unit supervisor, coordinated municipal services, drafted a results-based budget for road maintenance services to the unincorporated Florence-Firestone Area supervising five Civil Engineering Assistants doing general Road Maintenance duties. Heavy Equipment Coordinator and Property Custodian for the southeastern County Maintenance District.

Road Maintenance Division duties consisted of preparing slurry, resurfacing, and reconstruction contracts. Investigated legal claims, performed surveys for minor concrete repair work, coordinated with field personnel to identify planned work, reviewed project design concept reports, investigated complaints from the public and trained the field crews in new computer applications.

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Ho-Jun Kong, P.E., CASp

Senior Plan Review Engineer

EDUCATION

Master's Degree, Civil and Environmental Engineering (Structural Engineering)
B.S. Architectural Engineering

LICENSES/CERTIFICATIONS

Certified Access Specialist (CASp-863)
Building Plans Examiner Certificate by International Code Council (#8255163) Registered Civil Professional Engineering License (P.E.) by California State (C79527)
Registered Fundamentals of Engineering License (E.I.T.) by California State (EIT130553)

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

22+

Ho has 22+ years of experience of engineering. He is self-motivated, flexible, creative, innovative, fast learner and team-player. He has a wealth of knowledge of architectural, fire/life/safety, accessibility, structural analysis and design codes. Ho plans, coordinates, reviews, supervise, and participate in the review of construction plans and structural calculations for various types of structures, residential, commercial and industrial building construction and alterations. He has a strong background in seismic analysis and design in civil/structural engineering. He also has experience in developing structural models for seismic analysis and design. His experience with design codes includes 2019 CBC, 2019 CRC, 2019 CALGreen, 2018 IBC, ASCE/SEI 7-16, ACI 318-14, MSJC 2013, NDS 2015, AISC 14th, AISC 341-16, and AISC 358-16. His engineering software includes ETABS, SAP2000, RISA-3D, RISA-2D, Ram Steel, and SAFE. Ho also knows how to utilize AutoCAD and Microsoft Word, Excel, and PowerPoint. He also knows how to use MATHCAD and MATLAB.

SELECT PROJECT EXPERIENCE:

Senior Plan Review Engineer
Bureau Veritas North America, Inc.
2019 - Present

Conducts plan review for various projects throughout Southern California. Reviews plans for compliance with structural and seismic provisions of the California Building Code. Projects include both residential and commercial structures.

Structural Engineering Associate
City of San Diego
2013 - Present

Reviewed building plans for compliance with building code regulations, ordinances and the Municipal Code for compliance with architectural, fire/life/safety, accessibility, and for structural design provisions. Reviewed the building plans of buildings and structures (e.g., apartment buildings, commercial buildings, single-family dwellings, duplexes, interior modifications of buildings, and minor structures) with basic to moderate degree of complexities. Provided technical information on the application of regulations to professional architects, engineers, contractors and to other non-professional applicants. Wrote various project specific technical and administrative reports and correspondence. Verified product approval, attend project meetings, and use computer-based project tracking systems to enter plan review comments and perform research.

Structural Project Engineer
Lee & Lee Structural Engineering Inc.
2007 - 2013

Types of projects included:

- Commercial & School
- Apartments & Condos
- Residential
- Infrastructure Project

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Salvador Gonzalez, C.B.O., CASp

Plan Reviewer/CASp

Salvador Gonzalez has 17+ years of experience within the industry. Salvador has received various certifications throughout his career which have served to demonstrate his knowledge and expertise. He has excelled in various projects within California and has worked in various sectors throughout the industry. Salvador Gonzalez is a well-rounded individual and a team player.

EDUCATION

Bachelor's Degree, Construction Engineering Technology

A.A., Building & Safety Code Administration

REGISTRATIONS/ CERTIFICATIONS

ICC Certified:

Accessibility Inspector

Plans Examiner

Certified Building Official

Residential Combination Inspector

California Building Plans Examiner

Building Inspector

Mechanical Inspector

Electrical Inspector

Plumbing Inspector

Combination Inspector

CALGreen:

Inspector

Plans Examiner

CA Certified Access Specialist (CASp), #796

PROFESSIONAL AFFILIATIONS

California Building Officials (CALBO)

International Code Council (ICC)

CALGreen

TOTAL YEARS OF EXPERIENCE

17+

SELECT PROJECT EXPERIENCE

Business Unit Manger
Bureau Veritas North America, Inc.
2021 – Present

Directs the operations for the Northern California region, managing the day to day operations of the office. On a daily basis works closely with clients to meet their needs and provide quality services efficiently. Responsibilities include building official duties, special project management, managing contracts of permits, plan check, and inspection services for the jurisdictions throughout Northern California. Experience includes projects with UC San Francisco, CSU Sacramento, Cal Poly Humboldt, CSU Monterey Bay, CSU San Jose, CSU San Marcos, CSU Sonoma, and CSU Stanislaus.

Senior Building Plans Examiner
City of West Sacramento, CA
2015 - 2021

Reviewed and approved building construction plans to ensure compliance of plans with pertinent codes, regulations, and ordinances. Organized, assigned, and reviewed the work of assigned consultants engaged in residential, commercial, and industrial building plan reviews. Performed complex accessibility field inspections to ensure compliance with plans and accessibility code requirements.

Senior Building Inspector
City of Ventura, CA
2012 - 2015

Inspected commercial and residential buildings and structures to determine compliance with the structural, mechanical, plumbing, electrical, and housing codes and approved plans. Inspected workmanship and materials in building construction plans for conformance with plans and specifications and inspected potentially substandard or dangerous buildings. Prepared and maintained reports, letters, and correction notices on code violations and variations from approved plans.

Building Inspector II
Amador County, CA
2006 - 2012

Performed field inspections of residential, commercial, or industrial structures in varying stages of construction, alteration, or repair. Interpreted applicable codes, ordinances, and regulations for builders and homeowners. Investigated violations of building and zoning laws.

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Kevin Ruybal, C.B.O., CASp

Plan Reviewer/CASp

Kevin has 27+ years in the building and safety field, including plan review, inspection, permit technician, building official and other code compliances. His experience includes checking for compliance with federal, state, and local codes, inspections, reviewing construction plans, and outlining deficiencies. Also also managed plan review workloads and CASp accessibility. Highly skilled and knowledgeable, Kevin is valued member to any professional team.

REGISTRATIONS/ CERTIFICATIONS

ICC Certified (0973556):

Building Official

Building Code Specialist

CASp Certified Access Specialist #357

ICBO/ICC Certified:

Plans Examiner

Combination Building Inspector

Accessibility/ Usability Specialist

Building Inspector

Mechanical Inspector

Building Inspector UBC

Electrical Inspector

Commercial Electrical

UMC Mechanical Inspector

I.A.P.M.O. Plumbing Inspector 097143

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

27+

SELECT PROJECT EXPERIENCE

Senior Plans Examiner
Bureau Veritas North America, Inc.
2021 - Present

Performs plan review on a variety of residential and commercial projects throughout Northern California in adherence with all required codes. Experience includes projects with UC San Francisco, CSU Sacramento, Cal Poly Humboldt, CSU Monterey Bay, CSU San Jose, CSU San Marcos, CSU Sonoma, and CSU Stanislaus.

Designated Campus Building Official
UC Davis Medical
2021-2021

Enforce code compliance for all campus or campus related projects. Issue building permits and work closely with the Campus Fire Marshal on the issuance of certificates of occupancy and code compliance. Perform life safety plan reviews for code compliance for Non-OSHPD projects and QA/QC for OSHPD projects. Plan reviews comprised of complex commercial projects. Read, interpret, and explain building plans, fire protection system plans, fire building codes, and technical reports. Fire Life Safety plan review, fire walls, fire egress systems and fire smoke damper mechanical ducting. Supervise three plan review engineers and one permit coordinator. Manage plan review workload and work with internal project managers regarding campus related projects. Currently working on the implementation and integration of building department software as well as electronic plan review. Provide code technical expertise to the Campus Architect and licensed professionals when needed. Provide CASp accessibility plan reviews and inspections as needed.

Chief Building Official
City of Rocklin
2015 - 2020

Managed Building Division overall operations, perform plan review and inspections for complex projects. Supervised 9 staff members. Reviewed construction plans for compliance with federal, state, and local fire and life safety codes and City ordinances; consults with architects and developers as required. Fire Life Safety plan review, fire walls, fire egress systems and fire smoke damper mechanical ducting. Experienced in principles and techniques used in the inspection of residential, commercial, and other facilities, or property for preventing and/or limiting fires in the installation and maintenance of fire alarm systems and fire protection systems. Researched, prepared, and issued fire and life safety notices, permits, and correction letters that outline compliance issues and deficiencies. Participated and supervised in the development and administration of the Building Division budget. Managed and supervised professional consultant

Jeremy Huynh

Permit Technician

EDUCATION

B.A., Politics

LICENSES/CERTIFICATIONS

ICC Certified:
Permit Technician
No. 10237724

TOTAL YEARS OF EXPERIENCE

8+

Jeremy has more than 8 years of business experience in sales, marketing and web design, as well as customer service, training, and handling daily operations. His technical experience includes web design, Microsoft Office (Word, Excel, PowerPoint and Outlook), and International Code Council codes and standards. Jeremy is adept at learning new skills and concepts and is an asset to any team.

SELECT PROJECT EXPERIENCE:

Permit Technician
Bureau Veritas
2022 - Present

Provides permit work at-the-counter for various jurisdictions. Obtained training from Senior staff on permit work and associated tasks in dealing with the public.

Freelance Full-Stack Web Developer
YKB Solutions, Sacramento, CA
2022

Created and designed interactive career consultancy full-stack web application for clients using a MERN stack. Assembled software engineering team to accelerate development timeline by 15% through adherence to Agile SDLC practices. Collaborated with other sectors of the business including UI/UX, Quality Assurance, and the Client in order to ensure the site appears modern and code is efficient.

Outbound Sales Development Representative, Mid-Market, East
Armis Security, Palo Alto, CA
2020 - 2022

Attained 80-110% of quota through collaboration with AE and Marketing Teams by creating outbound messaging that translated into demo meetings with prospects. Leveraged tools like Zoominfo, LI Sales Navigator, and Tech Target to prioritize outreach, and uncover client IoT security initiatives. Utilized MEDDPICC sales methodology to assist in new business retention for recently closed clients.

Sales Development Representative
Alation, Inc., Redwood City, CA
2020

Created tailored outreach sequences on Outreach.io to target the specific pain points of certain data personalities at global enterprise companies. Sourced sales leads through cold-calling, curated email campaigns, Linked In voice messaging, and Vidyard to initiate client engagement in a saturated market. Hit 113% attainment for QI of Alation's FY2021 during a global pandemic.

Sales Development Representative
BlueVine Capital, Redwood City, CA
2018 - 2019

Consistently overshot key performance indicators, such as daily call/email volume and monthly quota by an extra 30-40% per month. Closed high-risk credit line and term loan approvals, valuing $5,000 - $120,000 at interest rates of up to 24.5%. Sourced sales leads through cold-calling, curated email campaigns, Linked In voice messaging, and Vidyard to initiate client engagement in a saturated market. Hit 113% attainment for QI of Alation's FY2021 during a global pandemic.

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Pamela Wilkerson-Caver

Permit Technician

EDUCATION

Riverside City College - General Education

LICENSES/CERTIFICATIONS

ICC Certified:
Permit Technician

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

38+

Pamela has over 38 years of experience within the industry. Pamela is ICC Certified and has worked multiple positions as a Permit Technician. Pamela is able to process plan submittals, issue permits, and answer any questions regarding the process. Her knowledge of the field is represented in her work. She is a detailed-oriented person, who works well with others.

SELECT PROJECT EXPERIENCE:

Public Technician
Bureau Veritas North America, Inc.
2022 - Present

Performs permit technician services for jurisdictions throughout Central and Southern California as needed. Select projects include:

County of Riverside

Performs onsite permit technician duties for the County of Riverside, including accepting permit applications and processing plans, assisting in checking building plans, issuing permits and providing information to the public. Keeps records and prepares correction notice and correspondence related to field inspections.

City of Ventura

Performs onsite permit technician duties for the City of Ventura, including accepting permit applications and processing plans, assisting in checking building plans, issuing permits and providing information to the public. Keeps records and prepares correction notice and correspondence related to field inspections.

Public Services Technician II
City of Rancho Cucamonga, Building and Safety Services Department
2007 - 2021

Assisted the public at the counter with issuing permits, processing plan submittals, provided permit process information and answered general questions. Performed simple plan reviews for block walls, swimming pools, patio covers, signs, etc. Processed permits in advance by keeping in contact with the applicant regarding pending approvals and required information; monitored the No Plan Check Required permit record types for completeness. Consolidated the EDR plans for corrections and approvals – analyzed the workflow status, and notified the applicant of any outstanding items.

Sr. Permit Technician
City of San Clemente, Building Department
2007

Routed plans to the appropriate plan check staff; issued building permits; was responsible for running reports; answered questions over the phone regarding plan check status. Answered questions regarding the plan check procedure and permit fees; supervised Permit Technicians.

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Lisa M. Beaver, P.E.

Director, Risk, Fire and Life Safety Services

EDUCATION

B.S. Applied Science and Technology–Fire Science

A.S. Building Inspection Technologies

LICENSES/CERTIFICATIONS

Code Enforcement Officer # CE1005541

California Registered Professional Engineer, Fire Protection Engineering #1771

Professional Grade Member Society of Professional Engineers (SFPE) #114734

Certificate in Fire Protection - University of California, Davis (2003)

Certificate in Building Inspection Technology

Certified Fire Protection Specialist, NFPA #1902 (Renewing)

Certified Engineer Technician Level III–N.I.C.E.T. #91772 (Expired)

ICC Certified (#5069766):

Certified Building Official

Certified Fire Marshal Building Plans Examiner

Building Plans Examiner

UBC ICC:

Certified Fire Plans Examiner I

Lisa Beaver is a leader and trainer in the fire service as well as the fire industry. With over 36 years of experience, she has held positions where the primary concern is for public and fire fighter safety. An instructor/trainer who has lead and delivered department training for firefighting operations including specialized fire brigades and fire/building inspectors. A well-rounded professional with experience in leading and managing teams of diverse professionals in both the public and private sector. Her range of responsibilities include emergency operations, HAZMAT, fire prevention, community risk reduction, fire investigation, fire protection engineering, vegetation management, risk management and loss control. With operational excellence and high level of attention to detail, Lisa has conducted hundreds of property inspections for heavy industrial, special use, and public use occupancies. Author of property loss inspection reports, all-hazard and risk assessments, fire and life safety building analyses, vulnerability and wildland fire risk hazard assessments. Leveraging her thorough understanding of operational risks and situational awareness, prescribe resourcing needs and strategic metrics to successfully develop a response strategy that acknowledges and supports the development of fire and risk mitigation planning, emergency action plans, emergency operation plans, and emergency response procedures and guidelines. Lisa has also gained manufacturing and semi-conductor facility experience. As a community leader and educator, Lisa provided proactive community outreach by delivering and producing presentations and materials to communities, community leaders, and stakeholders in building standards and emergency planning. An expert in the interpretation and application of laws, codes, and standards. Confident in her ability to make difficult decisions with a strong affinity for problem solving, leads in the development and execution of difficult and highly technical projects. A reputation of being consistent in the interpretation of regulations and a person who expertly understands intent and alignment with public and fire fighter safety. In-depth experience in identifying critical needs, deficiencies, and potential opportunities for operational improvements.

SELECT PROJECT EXPERIENCE:

Director, Fire and Life Safety Services
Bureau Veritas North America, Inc.
2021–Present

As the Director of Fire and Life Safety, Lisa manages the Fire Plan Review and Inspection Team members and existing accounts. Works to secure new Fire and Life Safety contacts while expanding services into new markets and creating new service lines.

Fire Plans Examiner and Inspector
Bureau Veritas North America, Inc.
2019–Present

Provides fire plan review and inspection services for jurisdictions throughout Nevada and California.

Independent Evaluator Wildfire Mitigation Projects
Bureau Veritas North America, Inc.
2021 - Present

Since May of 2021, Bureau Veritas has been tasked with performing an Independent Evaluation to verify that the electrical corporations were following their 2021, 2022, and 2023 Wildfire Mitigation Plan (WPM). As the Independent Evaluator (IE), Bureau Veritas reviewed and verified compliance for all WMP activities that had specific quantifiable or qualitative performance goals/targets set forth in the IOU's WMP.

- Pacific Gas & Electric
- NextEra Transmission, LLC
  - Trans Bay Cable, LLC
  - Horzion West
- San Diego Gas & Electric 2022 WMP IE
- Liberty Utilities 2022 WMP IE

Lisa M. Beaver, P.E.,
Director, Risk, Fire and Life Safety Services

Certified Fire Plans Examiner II

Certified Nevada State Fire Marshal Instructor I

Certified Emergency First Responder Instructor Primary and Secondary Care and AED

Certificate Fire Prevention 2C, Special Hazard Occupancies, CSFM Accredited Course C090197

Certificate Fire Prevention 2B, CSFM Accredited Course C052640

Certificate of Completion Classification of Hazardous Materials, Fire Chiefs Association

Certificate Fire Investigation 2A, CSFM Accredited Course

Certificate Fire Investigation 1B, CSFM Accredited Course C30129

Certificate Fire Investigation 1A, CSFM Accredited Course 08-1925

Certificate Wildland Fire Investigation FI210

Certificate Fire Prevention 1A, CSFM Accredited Course

Certified Hazardous Material Industrial Technician

Certified Hazardous Material Specialist

Certified Incident Commander, FRO, FRA, ICS

PROFESSIONAL AFFILIATIONS

Regional Fire Pump Committee (2000)

Regional Fire Sprinkler Committee (2004-2006)

Regional Fire Code Adoption

Deputy Fire Chief and Fire Marshal, Prevention
Truckee Meadows Fire Protection District
2018–2019

Responsible for the development, command, administration, and coordination of the District's fire prevention division, including fire investigation, fuels management, public information and education, emergency management, and training; Conduct wildland, structural, and vehicle fire investigations; Responsible for processes associated with regulatory compliance that includes a system of plan review, inspection, and permitting; Perform construction plan review, fire investigation, and building inspections; Collaborate with local communities to develop improvements to evacuation planning and emergency preparedness; Interim Fire Chief during Fire Chief absence; Consistently demonstrated effective communication skill as an ambassador for the District with diverse audiences.

Director and Chief, Facility Engineering and Fire Protection
Aerojet Rocketdyne
2012–2018

Director, Fire Chief, Fire Marshal, and Building Official of a department comprised of 31 personnel responsible for First Responder all hazard agency and hazmat team for a high hazard 12,000-acre facility; Responsible for the company's first regulatory compliance program that includes a system of plan review, inspection, and permitting; Review multi-discipline engineering designs for building construction, program modifications and project changes ensuring compliance with laws, codes and sound industrial practices; Analyze processes and plans for the effective review, comment, permitting, and inspection of all occupancy classifications, with a focus on group H occupancies primarily those specific to technology-focused custom manufacturing of active pharmaceuticals including commercial-scale production utilizing hazardous/energetic chemistries, chromatographic separations using simulated moving bed (SMB) technology, continuous processing, and specialized chemical capabilities; Conduct multi-agency drills that test operational strategies and lead reviews; Investigate fires, hazardous materials spills and releases, and other incidents; Analyze and approve the storage and use of chemicals and explosives as it relates to the Department of Defense development processes and familiarity with applicable aerospace and military standards, Code of Federal Regulations and OSHA; Excellent written and verbal communication skills, ability to research, analyze, and write detailed technically complex policies, procedures, training material, and guidelines; Develop and manage a multi-department budget of approximately $55 Million.

Senior Fire Protection and Loss Control Engineer/Fire Marshal
Sacramento Municipal Utility District
2005–2012

Subject matter expert in the interpretation, application and enforcement of the California State Laws and Building Standards, National Fire Protection Association standards, International Codes, National Electrical, and Safety Code and the Occupational Safety and Health Administration Standards; Reviewed documentation for construction of power generation and distribution facilities, communication, and building technology operations and support infrastructures; Conduct analyses to identify vulnerabilities to the Districts infrastructure, employees, and customers; District's representative when interacting with surrounding jurisdictions and governmental agencies; Instructed and provided field training to District employees and surrounding governmental agencies focused on operational strategies and tactics for emergency response.

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Lisa M. Beaver, P.E.

Director, Risk, Fire and Life Safety Services

Committee (1997-2012)
High Rise Standard Development Committee (2000-2004)
California State Fire Marshal's Photovoltaic Sub-Committee and Work Group (2008-2010)
NORCAL Fire Code Committee (2012-2015)
UL Standards Technical Panel for Flammable Liquid Storage Cabinets, STP 1275 (2013-Present)
Northern Nevada Fire Marshals Code Adoption Group 2018
I-3 Code Committee 2019–Present

TOTAL YEARS OF EXPERIENCE

36+

Supervisor Fire Plan Review/Assistant to Fire Marshal
City of Sacramento Fire and Building Department
1999–2007

Assist the Fire Marshal with research, review, and approval of performance-based designs which ultimately resulted in the approval of Alternate Materials and Methods. Evaluate compliance with performance and testing guidelines and standards such as UL, FM, ASTM, ASME, and NFPA; Develop streamline regulatory compliance programs; Supervising Fire Protection Engineer and code professional for project planning and development stages; Reviewer of department policies and standards which were specific to the agencies emergency response equipment and Standard Operational Guidelines; Evaluated existing process of plan review and inspection, collected and evaluated data to implement process change, trained personnel on proposed changes and implemented new program; Reviewed fee structure for fire permits and assisted in the development of a new fee structure, ensuring recovery of department costs; Official representative of the Fire Marshal on all code adoption and development committees; Review and evaluate proposed buildings and sites for compliance with all state, municipal codes and standards; Provided training to fire prevention and plan check staff that focused on the application and communication of codes and ordinances; Ensured consistency of plan review and inspections by encouraging open communication, education, and by an environment of collaboration.

Moe Heivand, P.E.

Plan Review Engineer

EDUCATION

B.S. Civil Engineering

LICENSES/CERTIFICATIONS

Registered Professional Engineer:
CA, # 38227
GA, #PE041147

ICC Certified:
Building Plans Examiner

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

45+

Mohammad has 45 years of experience as an engineer, with nearly 30 years as a plan review engineer. He consistently provides a high level of customer service, often going above and beyond what is expected. Has extensive experience with OSHPD 3 clinics in the City of San Diego.

SELECT PROJECT EXPERIENCE:

Regional Manager / Plan Review Engineer
Bureau Veritas North America, Inc.
2014 - Present

Ensures satisfactory reviews plans for jurisdictions throughout California and Nevada. Manages plan reviews for numerous universities in the UC and CSU systems. Reviews commercial and residential projects of all sizes and complexities. Specific university plan review projects include:

- **UCSD** - La Jolla Innovation Center. Type IA Construction. B occupancy. 9 Stories High-Rise.
- **UCSF** – Bakar Research and Academic Building. Type IA Construction. B/A3/L/H3/H3 occupancies. 10 Stories High-Rise.
- **CSU San Diego** – Life Science Building. Type IB Construction. B/A3/S1/S2/H3 Occupancies. 5 Stories.
- **CSU San Diego** – Evolve Student Housing IA Flex Building. Type 1B Construction. R2 Occupancy. 9 Stories High-Rise.
- **CSU San Diego** – Evolve Student Housing IB University Towers East. Type 1B construction. R2 Occupancy. 9 Stories High-Rise.
- **CSU San Diego** – Evolve Amenity Building. Type II B Construction. A2 Occupancy. 2 Stories.

Provisional Associate Structural Engineer
Development Services Department
City of San Diego
2012 - 2014

Associate Structural Engineer
Development Services Department
City of San Diego
1985 - 2012

Reviewed proposed commercial and residential building designs to ensure compliance with legal requirements pertaining to structural strength, sound insulation, fire resistance, life safety, green code and disable access. This included tenant improvements for large-scale commercial buildings to ensure compliance with applicable codes. Reviewed all OSHPD 3 projects for various projects throughout the City in accordance with the California Building Code Section 1226 requirements for OSHPD 3 clinics.

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Ali Soheili, P.E.

Plan Review Engineer

EDUCATION

B.S., Mechanical Engineering

LICENSES/CERTIFICATIONS

Registered Mechanical Engineer:
AZ, #28207
CA, #29229
HI, PE-20691-0
OR, #92113PE
IAMPO Mechanical #MPE302030
IAMPO Plumbing #PPE863426

PROFESSIONAL AFFILIATIONS

American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
American Society of Plumbing Engineers (ASPE)

TOTAL YEARS OF EXPERIENCE

35+

Ali brings over 35 years of invaluable experience to the A/E/C industry, specializing in the meticulous review of mechanical and plumbing documents across diverse projects spanning residential, commercial, and industrial domains. His wealth of expertise extends to a profound understanding of the California Building Code, coupled with a nuanced familiarity with local regulations and ordinances in Southern California. Holding registrations as a Mechanical Engineer in multiple states, Ali's commitment to excellence and comprehensive knowledge positions him as a trusted professional in the field.

SELECT PROJECT EXPERIENCE:

Plan Review Engineer

Bureau Veritas North America, Inc.

2020 - Present

Responsible for performing a full range of technical plans examining work, including analyzing, checking, and approving various engineering documents/calculations and specifications of buildings. Currently providing engineering plan review services for the following clients:

- City of Corona
- San Diego State University
- California State University, Fullerton
- City of San Marcos
- City of Rancho Cucamonga
- City of Santa Barbara
- City of Huntington Beach
- City of Agoura Hills
- California State University, Bakersfield

Plan Review Engineer

Jefferson Stadium Park

Plan review for 371 new luxury apartment homes, with amenities that include a resort-style pool, a gaming room, a rooftop lounge with a spa and outdoor cooking, and a fitness center, as well as 14,600 square feet of commercial space.

Plan Review Engineer

Alexan CtrCity Apartment Complex

Plan review for a new 220-unit apartment complex with 13,000 square feet of dining and shopping space at the north end of downtown. The project included a 506-parking structure, pool, spa, barbecues and fitness center.

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Cristian Son, P.E.

Plan Review Engineer

EDUCATION

M.S. Electrical Engineer

Minor in Electro - Mechanical Applications

LICENSES/CERTIFICATIONS

Registered Professional Engineer:

CO, #46648

NM, #21188

UT, #7994591-2202

Registered Electrical Engineer:

CA, #16910

AZ, #51091

HI, #14016 (TPR-052 Certified)

ID, #15242

NV, #21663

TX, #111129

WA, #49902

PROFESSIONAL AFFILIATIONS

Institute of Electrical and Electronics Engineers (IEEE)

National Council of Examiners for Engineering and Surveying (NCEES)

National Fire Protection Association (NFPA)

International Association of Electrical Inspectors (IAEI)

TOTAL YEARS OF EXPERIENCE

25+

Cristian has over 25 years of experience as an electrical engineer performing highly advanced plan review of single and multi-story structures and commercial, industrial facilities, power plants energy storage facilities and has worked on property condition assessments. His electrical expertise includes design, low and medium voltage, power, lighting, one line diagrams, load calculations, fire alarms, electrical rooms, and electrical specifications using AutoCAD. He performs plan and peer reviews for power plants includes solar, wind and gas. His experience in plan and peer review for commercial and industrial facilities include retail buildings, schools, hospitals, fast food restaurants, hotels, laboratories, storage buildings, temples, tenants improvements, oxidizers, wireless towers, oil refineries, data centers, and casinos for various agencies, organizations and local jurisdictions. Cristian analyzes complex electrical systems for cod and ordinance compliance using international, federal, and state regulations, codes, and standards, such as CEC, NEC, CBC, NFPA, NESC, ICC, IEC, BS, GO, and IEEE for his reviews.

SELECT PROJECT EXPERIENCE:

Electrical Plan Review Engineer

Bureau Veritas North America, Inc.

2008 - Present

Licensed professional Electrical Engineer in the states of CA, HI, CO, NM, UT, AZ, ID, NV, TX and WA. Provides plan review for designed and developed residential, commercial, and industrial electrical systems including electrical distribution, lighting and controls, fire alarms, security systems, and communication systems. Checks complex building plans for conformance to applicable electrical regulations and calculates electrical adequacy. Prepares plans, estimates, and specifications. Proficient in CAD and AutoCAD. Interfaces with various stakeholders on a regular basis to resolve issues. Maintains cost and scheduling controls and creates and monitors project timelines. Maintains regular communication with the client to ensure needs are established and met. Select projects listed below:

Independent Evaluator Wildfire Mitigation Projects
Bureau Veritas North America, Inc.
2023 - Present

Since May of 2021, Bureau Veritas has been tasked with performing an Independent Evaluation to verify that the electrical corporations were following their 2021, 2022, and 2023 Wildfire Mitigation Plan (WPM). As the Independent Evaluator (IE), Bureau Veritas reviewed and verified compliance for all WMP activities that had specific quantifiable or qualitative performance goals/targets set forth in the IOU's WMP.

- Pacific Gas & Electric
- NextEra Transmission, LLC
  - » Trans Bay Cable, LLC
  - » Horzion West
- San Diego Gas & Electric 2022 WMP IE
- Liberty Utilities 2022 WMP IE

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Kirk Zimmerman

Building Inspector

Kirk brings 17+ years of experience in the construction industry in a variety of capacities and is an ICC certified commerical building and residential building inspector. He has broad project and managerial experience and is adept at communication and problem solving.

EDUCATION

A.S., Power Plant Operations

REGISTRATIONS/ CERTIFICATIONS

ICC Certified:
Residential Building Inspector
Commercial Building Inspector
OSHA 30 Construction Certified
HVAC/EPA Certification

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)
State of California Office of Emergency Services (OES) Safety Assessment Program
International Conference of Building Officials (ICBO)

TOTAL YEARS OF EXPERIENCE

17+

SELECT PROJECT EXPERIENCE

Building Inspector
Bureau Veritas North America, Inc.
2023 - Present

Conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances. Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements.

QA/QC Inspector
Private Sector
2021 - 2022

- Technical audits of small business customers
- Verified salesperson's assessment of lighting and refrigeration measures.
- Performed replacement installations of lighting and refrigeration fan motors
- Trained subcontractors on motor installations
- Performed post-installation inspections with SCE representatives

Maintenance Manager
Tarzana Treatment Centers
2020

Assistant Operations Manager
Good Eggs, Inc.
2018 - 2020

Maintenance Manager
Lakeshore Pearl Apartments
2015 - 2018

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Michael Skelly

Supervising Project Manager

EDUCATION

B.A., History
Teaching Credential

TOTAL YEARS OF EXPERIENCE

9+

Michael has 9+ years of work experience, including management, design, critical thinking, communication, problem solving, time management, organization, and adaptability. Michael is able to see a project through from start to finish, lead internal and project team meetings, maintain records, and design lesson plans. His technological skills include Microsoft Suite, Google Workplace, SketchUp, Aequitas Solutions, Bluebeam Revu, and ProContractor.

SELECT PROJECT EXPERIENCE:

Project Manager
Bureau Veritas North America, Inc.
2025-Current

Organizes and deploys inspectors across North America to conduct compliance inspections. Creates various Standard Operating Procedures for programs relating to Risk, Fire, and Life Safety. Successfully led and completed the Independent Evaluator Annual Report on Compliance Audit for Electrical Utilities, ensuring compliance with Wildfire Mitigation Plan requirements through assessment and oversight. Manages internal team and subcontractors on the Design-Build of Fire Systems including suppression, alarm, and egress. Leads constructive internal team meetings and project team meetings to gather feedback and ensure project remains on schedule. Prepares detailed cost estimates for projects to support the budgeting and bidding process

Associate Project Manager
Private Sector
2023-2025

Developed and maintained comprehensive master schedules and detailed 4-week schedules to ensure timely project completion. Coordinated correspondence between owners, architects, and subcontractors to facilitate smooth project communication and decision-making. Conducted project material take-offs and prepares detailed cost estimates based up take-off to support budgeting and bidding processes. Created and manages paperwork for Request for Information (RFI), Change Order Requests (COR), project. Submittal information, Contingency, and logs associated with each. Designed and actively updated Construction Management/ General Contractor (CM/GC) brochures to effectively respond to Request for Proposals (RFP) submissions. Maintained project records to ensure compliance with safety standards and regulations. Developed and managed a dynamic, living website to organize and showcase all past, current, and bid-ready projects.

Carpenter Apprentice
Nalan
2022 - 2023

Obtained knowledge on the use and safety of tools such as a circular saw, table saw, miter saw, impact driver, pneumatic nailers, and general carpentry tools. Assisted lead carpenter with, but not limited to, construction and remodeling projects such as ADUs, decks, fencing, rot repair, and bathroom/kitchen remodels. Helped select and order the correct material for construction based upon a material estimate. Performed tasks such as, but not limited to, framing, roofing, drywall, flooring, tiling, trim work, and concrete. Analyzed and created blueprints for construction that are to scale and code compliant. Ensured finished structures are safe and code compliant.

Andrew Reiwitch

Fire Plans Examiner/Inspector

EDUCATION

Completed Coursework, Fire Technology

LICENSES/CERTIFICATIONS

Fire Prevention 1A–3A, 1B, 1C, PC 832, DSA Fire Plans Examiner Certification

Sacramento Metropolitan Fire District Fire Inspector Academy Graduate–Fire Inspector II

Passed ICC Fire Inspection II Exam

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

National Fire Protection Association (NFPA)

TOTAL YEARS OF EXPERIENCE

30+

Andrew has over 30 years of experience in the fire & life safety Industry. He is a fire plans examiner and inspector and is experienced in commercial, residential, governmental, and health care facilities. His knowledge and understanding of the code enables him to successfully teach Fire Courses in the Northern California region. He is able to effectively communicate with architects, designers, contractors, and owners to work through issues that arise during the course of a project. Andrew is a team player and works cooperatively to remedy deficiencies.

SELECT PROJECT EXPERIENCE:

Fire Inspector / Plans Examiner
Bureau Veritas North America, Inc.
2015–Present

Provides fire plan review and consulting for various jurisdictions in Northern California and throughout the State. Reviews plans for the California State Fire Marshal, California State University System, City of Roseville, Yolo County and other jurisdictions and agencies. Projects include CSU Northridge Parking Structure, New BSCC James A. Musick Jail Facility, Cache Creek Casino New Highrise Hotel, DSA Emma Duncan Polytechnic High School and many others.

Fire Inspector / Plans Examiner
Private Consulting (various locations)
2013–2015

Provided fire plan review and inspection services for multiple jurisdictions such as Sacramento Metropolitan Fire District, Roseville Fire, Yuba Fire, Lincoln Fire, etc. Performed preliminary site and building fire plan review, architectural, civil, and specialty fire protection and fire & life safety review. Provided design consultation of all aspects of fire & life safety construction techniques, systems and methods including field inspection for code compliance. Utilized CFC, CBC, NFPA, and CCR Title 19 and 24. Provided plan review and inspection for new and existing commercial businesses, government buildings, health care facilities, privatized military bases and residential dwellings. Responsibilities included project research, detailed plan review and consultation specializing in fire protection and fire & life safety construction, fire inspection, code analysis, record keeping, detailed report writing, computer database management and detailed correspondence with the fire districts, engineers, architects, contractors, and homeowners.

Adjunct Professor
Fire Service Code Enforcement Training
2013–Present

Teaches fire service code enforcement training at the Northern California Regional Training Academy.

Subject Matter Expert
CPS HR Consulting
2013–Present

Designs tests for fire related licensure and certification across the United States.

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Michael Long

Fire Plans Examiner

EDUCATION

M.A. Public Administration

B.A. Organizational Leadership

LICENSES/CERTIFICATIONS

ICC Certified:

Fire Inspector I

Fire Inspector II

Fire Plans Examiner

Certified Public Manager

Certified Fire Protection Specialist

PROFESSIONAL AFFILIATIONS

Registered Tribal Member of the Echota Cherokee Tribe of Alabama

International Fire Marshals Association (IFMA)

Arizona Fire Marshals Association (AFMA)

Project Management Institute (PMI)

National Native American Fire Chiefs Association / International Fire Chiefs Association

National Fire Protection Association (NFPA)

International Code Council (ICC)

Member of several City of Avondale Boards of Commission

Member of The National Society of Leadership and Success

TOTAL YEARS OF EXPERIENCE

24+

Michael has over 24 years of experience in the fire & life safety industry, as a fire prevention specialist. He is a passionate public servant with a leadership management background; he understands the culture of public and private organizations. He is an effective communicator and has strong professional presence. Michael works as a conservative fiscal public officer who values transparency in government. He is an energetic leader with a strong work ethic of responsibility, accountability, empowerment, and a focus on quality and has a reputation for building solid, highly motivated teams.

SELECT PROJECT EXPERIENCE:

Fire Plans Examiner

Bureau Veritas North America, Inc.

2019 - Present

Responsible for the life safety review of residential and commercial building plans, fire protection system plans, and site plans. Analyzes building plans for exits, emergency lighting, occupant load, occupancy classification, fire suppression systems, and other life safety requirements to ensure compliance with the applicable municipal, state, and federal fire codes and ordinances.

University Fire Marshal

Arizona State University, Tempe

2014 - 2019

Managed and direct the operational, training, and administrative activities of 12 full-time and 40 part-time personnel. Prepared, submitted and managed annual operating and capital budgets of over $2 million. Developed an efficient streamlined plan review process, reducing overall plan review time from over two weeks to an average of 3 days. Increased plan review revenues 60% by developing an operating procedure for plan reviews with an updated fee schedule. Partnered with a various agencies to bring nationally accredited fire training to the division personnel. Implemented a new electronic data record keeping system to increase efficiency and accuracy . Management of all construction related designs, plan reviews, site and system inspections for building and fire code compliance. Conducted over 800 construction and special system plan reviews in last 3 years.

Fire Chief / Assistant Fire Chief

Ak-Chin Indian Community, Maricopa

2008 - 2013

Managed and directed the operational, training, and administrative activities of 41 full-time and 35 part-time personnel. Provided Fire Service to an area covering approximately 40 square miles. Developed a new fire training program and partnered with Texas A&M College for accredited certifications for the personnel. Increased EMS and Ambulance transport revenue 25% by implementing a quality control program over documentation and billing procedures. Prepared, submitted and managed annual operating and capital budgets of over $6 million. Responsible for preparing, submitting, awarding and managing over $3.5 million dollars in grant funding during fiscal year 2012-2013. Designed, managed and directed the construction of new stations and apparatus acquisitions.

Dennis Moss

Fire Protection Specialist and Fire Marshal

EDUCATION

National Fire Academy

B.A. French

LICENSES/CERTIFICATIONS

ICC Certified (#820245):

Fire Inspector I
Fire Inspector II
Fire Plans Examiner

CA State Fire Marshal:

Fire Prevention Specialist I

Fire Prevention Specialist II

Fire Arson Investigation

Code Management

Fire Prevention Officer

Chemistry of Hazardous Materials

Plan Review for Inspectors

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

National Fire Protection Association (NFPA)

Western Region Fire Code Committee for all Western States

International Fire Marshal's Association

Commissioner – Utah Building Codes Commission

TOTAL YEARS OF EXPERIENCE

34+

Dennis has over 34 years of experience in fire inspection and plan review of residential, higher education, industrial, commercial buildings and power plants. He is instrumental in working with local fire agencies to ascertain and apply their unique requirements. He is very creative when developing temporary fire suppression systems for power plants, yet fully compliant with applicable laws, ordinances, regulations, and standards (LORS). Dennis has served as Fire Inspector and Fire Marshal in a supervisory role. He is a widely sought after expert in the field of back-flow protection of underground water supplies on sprinkler systems. He has reviewed plans for and inspected a wide variety of occupancies, including power plants, churches, hospitals, schools, universities, theaters, large retail shopping center, stadiums, high-rises and government buildings to ensure compliance with the Uniform and International Fire and Building Codes as well as National Fire Protection Association Codes. As a member of the crisis management and safety team, he has also developed life safety solutions for potential crisis scenarios. Dennis is also fluent in English and French. Dennis' most recent project experience include fire plan review for the City of Santa Rosa, fire life safety plan review for the California State Fire Marshal, and currently performing fire plan reviews for the California State University System and the University of Utah. He has performed over 50 plan reviews for the California State University system.

SELECT PROJECT EXPERIENCE:

Fire Marshal, Plans Examiner & Inspector
Bureau Veritas North America, Inc.
2003–Present

Provides fire plan review, inspection and fire marshal services for jurisdictions throughout Nevada and California. Responsible for the life safety review of residential and commercial building plans, fire protection system plans, and site plans. Analyzes building plans for exits, emergency lighting, occupant load, occupancy classification, fire suppression systems, and other life safety requirements to ensure compliance with the applicable municipal, state, and federal fire codes and ordinances.

University of Utah
Salt Lake City, UT

Serves as Fire Plans Examiner who currently performs fire plan reviews for the University of Utah.

Huntsman Cancer Hospital
Salt Lake City, UT

Served as Fire Marshal, providing plan review and inspections for the Huntsman Cancer Hospital. The Hospital reviewed using the International Building and Fire Codes as well as NFPA 101. This is a six story hospital built into the side of a hill and required special attention to exiting because of the grade. Fire systems included sprinklers, fire pumps, standpipes, fire alarm, atrium smoke evacuation, building smoke control, and a fire command center.

Chemistry Building at Brigham Young University
City of Provo, UT

Served as Fire Marshal who provided review and inspection services for Brigham Young University's five story chemistry laboratory.

Nehemiah O'Neal

Fire Inspector

EDUCATION

California State University Long Beach:

M.S Emergency Services Administration-December 2017

California State University Los Angeles:

B.S Fire Protection Administration-August 2014

Solano Community College, Fairfield, CA:

A.S. Fire Technology, June 2012

A.A. UnivStudies, Lib Studies, Dec 2011

A.A. UnivStudies, Social Science, May 2012

LICENSES/CERTIFICATIONS

CSFM: Certified Firefighter I

CSFM: Certified Firefighter II

CSFM: Certified Fire Inspector I

CSFM: Certified Fire Inspector II

CSFM: Certified Plans Examiner

CSFM: Instructor I

CSFM: Instructor II

CSFM: Registered Instructor

CSFM: Master Instructor-In progress

CSFM: Certified Fire Investigator

CSFM: Certified Chief Fire Officer

CSFM: Certified Fire Marshal

CSTI: Certified Hazardous Materials Technician

CSTI: Hazardous Materials Outreach Instructor

Proximate Audience Pyrotechnics Indoor

Outdoor Aerial Public Display Pyrotechnics

ICC: Certified Fire Inspector I, II, and Fire Plans Examiner

Nehemiah is an experienced fire safety professional with over a decade of progressive experience in fire inspection, prevention, and code enforcement across multiple California jurisdictions. Currently serving as a Fire Inspector, he examines residential and commercial buildings for fire hazards, ensures compliance with municipal, state, and federal fire codes, and tests fire protection systems. Prior to this role, he held the position of Fire Prevention Captain at the Milpitas Fire Department, where responsibilities included enforcing fire and life safety codes, managing inspections and testing of fire protection systems, and overseeing fire prevention training initiatives.

Nehemiah's career trajectory demonstrates expertise in fire code enforcement and inspection at both operational and supervisory levels. Previous roles include Fire Inspector I/Investigator positions with San Mateo Consolidated Fire Department and Sacramento Metropolitan Fire District, a Fire Marshal position with the City of Crockett Fire Department where he directed the Fire Prevention division and managed inspector teams, and specialized contract and investigative work with multiple Northern California fire departments. Nehemiah's background also includes hands-on firefighting experience and foundational work in hydrant maintenance, providing comprehensive knowledge of fire safety systems and emergency response protocols.

SELECT PROJECT EXPERIENCE:

Fire Inspector
Bureau Veritas North America, Inc.
2026 - Present

Examines residential and commercial buildings to detect fire hazards and ensure compliance with the applicable municipal, state, and federal fire codes and ordinances. Additionally, inspects building plans and confers with developers and planners to confirm said plans meet the required fire codes. While performing an inspection will test fire alarms, sprinklers, and other fire protection and extinguishing equipment.

Milpitas Fire Department
Fire Prevention Captain
Oct 2022 - 2026

Duties performed: Assists with the enforcement of laws, codes and ordinances relating to fire and life safety; prepare written correspondence and reports of activities; assists with record processes of incidents, inspections, and other reports as necessary; and assists in inspecting and directing tests of fire protection and detection systems for proper installation, operation, and maintenance. May be assigned specific projects/assignments for training relating to fire prevention, and other related duties as assigned by supervisor.

San Mateo Consolidated Fire Department
Fire Inspector I/Investigator
Jan 2019 - Oct 2022

Duties performed: Assists with the enforcement of laws, codes and ordinances relating to fire and life safety; prepare written correspondence and reports of activities; assists with record processes of incidents, inspections, and other reports as necessary; and assists in inspecting and directing tests of fire protection and detection systems for proper installation, operation, and maintenance. May be assigned specific projects/assignments for training relating to fire prevention, and other related duties as assigned by supervisor.

Nehemiah O'Neal

Fire Inspector

PROFESSIONAL AFFILIATIONS

2014-Present Member of California Conference of Arson Investigators

2014-Present Member of International Associations of Arson Investigation

2014-Present Member of California Fire Chiefs Associations

2016-Present Member of National Fire Protection Association

2016-Present Member of International Code Council

2016-Present Member of International Association of Fire Fighters

2016-Present Member of International Facility Management Association

2017- Present Western Regional Work Group Committee Member of ICC

2018-Present Fire Inspection and Code Enforcement, Ninth Edition

IFSTA Committee Member

International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

13+

City of Crockett Fire Department
Fire Marshal
Feb 2017 - Jan 2019

Duties performed: Responsibilities include planning, organizing and directing the work of the Fire Prevention division; assigning and evaluating work of the fire inspectors; advising / assisting on more complex or sensitive inspections; representing the fire department in meetings with property owners, contractors, the public, other city departments and special interest groups; and performing plan review and field inspection on building construction projects and specialized fire suppression systems

Fire Inspector I
Sacramento Metropolitan Fire District
Jun 2016 - Jan 2019

Duties performed: Assisted with the enforcement of laws, codes and ordinances relating to fire and life safety; prepared written correspondence and reports of activities; assisted with record processes of incidents, inspections, and other reports as necessary; and assisted in inspecting and directing tests of fire protection and detection systems for proper installation, operation, and maintenance. Assigned specific projects/assignments for training relating to fire prevention, and other related duties as determined by supervisor.

City of Crockett Fire Department
Firefighter
Jul 2014 - Feb 2017

Duties performed: Under supervision, responded to fire alarms and other emergency calls to protect life and property; participated in fire prevention, station maintenance and training activities; and related work as required.

Fire Inspector
City of Oakland Fire Department
Sep 2015 - Jun 2016

Duties performed: Planned and conducted field inspections of existing structures; construction and remodel sites to ensure compliance with applicable Federal; State and Local fire codes; conducted basic fire code enforcement; resolved compliance problems with owners and contractors; responded to complaints regarding fire code violations and fire hazards; discussed violations with owners and contractors and issued warnings and citations for fire code violations; conducted follow-up inspections to ensure violations were corrected; initiated and monitored prosecution activities in cases of noncompliance or negligence; prepared reports; standard forms and letters regarding fire inspection or prevention as required; participated in the inspection of hydrants; sprinkler systems; and other fire extinguishing and protection tool/systems; maintained data and records regarding fire inspection or prevention activities; and assisted in training new employees. Performed data entry and used computer, electronic equipment, and other electronic mobile devices.

Matthew Addington, P.E., PLS, QSP/P

Civil Plan Review Engineer

EDUCATION
B.S., Civil Engineering

LICENSES/CERTIFICATIONS
Registered Professional Engineer:
CA, #C43770
California Professional Land Surveyor
California WQCB QSD/QSP
California WQCB QSD/QSP
ICC Certified:
Building Official

TOTAL YEARS OF EXPERIENCE
21+

Matthew has more than 21 years of experience as a civil engineer. With more than a decade of experience with the City of Rancho Cucamonga, Matthew has also gained project management experience with several private sector firms throughout his career. He is a certified Civil Engineer and Land Surveyor with strong knowledge and experience working in California.

He is active in his professional continuing education and has taken courses including, but not limited to, Project Managers Boot Camp (PSMJ), Marketing Boot Camp (PSMJ), Future Leaders Seminar by CELSOC, Certificate in Project Management (University of California, Riverside Extension), and Building Plans Examiner (ICC). His civic activities include:

- Commissioner, Community Services Commission, City of Calimesa
- Secretary
- Past Vice-Chair, Planning Commission, City of Grand Terrace
- Past President, American Society of Civil Engineers, Riverside-San Bernardino Branch
- Past Banker/Treasurer, Plunge Creek Cowboys
- Past Board Member, Saint Francis de Sales School, Riverside
- Past Vice President, Grand Terrace Lions Club
- Past President, Grand Terrace Area Chamber of Commerce
- Past President, Grand Terrace Toastmasters
- Past Director, The Leadership Connections, Upland
- Past State Director, Consulting Engineers and Land Surveyors of California

SELECT PROJECT EXPERIENCE:

Civil Plan Review Engineer
Bureau Veritas North America, Inc.
2017 - Present

Performs all civil, grading, WQMP, NPDES, stormwater management plan reviews, mapping reviews, street improvement plan checks for code compliance.

Associate Engineer, Grading Acting City Land Surveyor
City of Rancho Cucamonga
2007 - 2017

Worked with the Building and Safety & Engineering Services Departments by providing civil engineering and land surveyor services.

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Benjamin Dela Cruz, P.E., QSD

Civil Plan Review Engineer

EDUCATION
B.S., Civil Engineering

LICENSES/CERTIFICATIONS
CA Registered Professional civil Engineer No. C58892

TOTAL YEARS OF EXPERIENCE
30+

Benjamin has over 30 years of experience in civil engineering design and project management. Hi project management experience includes overseeing building construction, quality control, inspection, and overall project cost estimates. Civil engineering design experience includes grading plans for sewers, water and storm drains, erosion control plans, site dimension control (horizontal and vertical control measurements) and standard urban stormwater mitigation plan and low impact development.

SELECT PROJECT EXPERIENCE:

Civil Engineer
Bureau Veritas North America, Inc.
2019 - Present

Performs complex professional civil engineering work during the design, construction, inspection, and coordination of a variety of public works projects. Processes, reviews, and assists in the approval of plans associated with residential, commercial, industrial development, subdivision, and other projects for conformance. Provides assistance to jurisdictional staff and general public on requirements for applying for permits and the related fees. Works with architects, engineers, designers, builders, property owners, and stakeholders to obtain compliance, making recommendations for resolution.

Select clients and projects to which services have been delivered include:

Civil Engineer
Los Angeles County Metropolitan Transportation Authority (Metro)
Center Street
Project Design Build

Civil engineering for the single-story, 26,000 sq. ft, $100M essential facility with three floors of enclosed space built over at least 91 at grade parking spaces that will house Metro's new Emergency Operations Center (EOC) and Security Operations Center (SOC) while accommodating a 50-year expansion within the allocated project budget. Civil engineering services include storm drain design, sewer design, water system design and street improvements. Other projects include:

- Waterlines from Grand Ave to Lincoln Ave, Public Works, Corona, CA
- Limonite Pearl Community, Jurupa, CA
- Arantine Hills Sewer Force Main, Public Works, Corona, CA
- 100 plus Homes Tract 36533, Corona, CA
- Water System Improvements, Public Works, Corona, CA
- Saint Joseph Dormitory, Camarillo, Los Angeles, CA
- Missionary Guadalupanans of the Holy Spirit, Los Angeles, CA
- CNG Fuel Station, El Toro Rd, Lake Forest, CA
- Arden Residence, Beverly Hills, CA
- Wonderland Apartments, Wonderland Ave., Los Angeles, CA
- Abbot Vascular located at Ynez Road, Temecula, CA
- Whitaker Business Center at Clinton Keith, Murrieta, CA
- Lego Land at Carlsbad, CA
- San Clemente Ave Road Improvement at Vista, CA
- 18-Lots Subdivision at San Clemente Ave, Vista, CA
- Pacific Condominium, Riverside, CA

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Carol Dugas

Civil Plan Review Engineer

EDUCATION
B.S., Civil Engineering

LICENSES/CERTIFICATIONS
Professional Civil Engineer in California –#C 48924
Professional Civil Engineer in Idaho # P-21919
Professional Civil Engineer in Arizona – #27544
QSP/QSD certification in CA.– CASQUA - #00284

TOTAL YEARS OF EXPERIENCE
31+

Carol has over 31 years of project management in Planning and Economic Development and Public Works Departments as well as in Private consulting; including planning, plan check services, designing and project permitting; directing the construction plan development and approval process for multiple residential, industrial and commercial projects, including roads, grading, hydrology and or utility extensions or services.

SELECT PROJECT EXPERIENCE:

Plan Review Engineer
Bureau Veritas North America, Inc.
2023 - Present

Provides plan review services for projects such as residential, commercial, industrial, infrastructure, development, grading, etc.

Supervising Civil Engineer
City of Santa Rosa
2020 - 2023

Supervision of 2 staff engineers in the Engineering Services Department for Project Land development in the entitlement section. Provided support in the selection during the Hiring process, wrote Yearly Performance reviews, lead in distribution of daily work load to staff, reviewed staff developed engineering documents and other management activities of staff. Involved and supervised the updating of City Development and construction standards.

Associate Civil Engineer
City of Santa Rosa
2015 - 2020

Reviewed new development plans and writing Issues letters and/or Conditions of Approval for Engineering Development Services (EDS). Conditions include utilities, entitlements for easements and Right of Way; Coordination for Transit, Recreation and Parks, and Traffic/Transportation conditions; attended DART and ART meetings with the applicants and other city departments to review pending development proposals; coordination with Fire Department; Building Department; Transportation and Utilities.

Associate Civil Engineer
City of Alameda, CA
2013 - 2015

Served in Capital Project Management including RFP's, RFI's, field inspections, approving consultants request for Payments, managing consultants in design and specifications, plan review, specifications review, worked with City inspectors, contractors and property owners. Lead engineer for sewer relocation project for 30 homes.

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Michael Foreman, P.L.S.

Civil Plan Review Engineer and Senior Surveyor

LICENSES/CERTIFICATIONS

Registered Professional Land Surveyor:
Arizona P.L.S. 32225
California P.L.S. 5778
Nevada P.L.S. 11430
Registered Nevada State Water Right Surveyor No. 1041

PROFESSIONAL AFFILIATIONS

California Land Surveyor's Association Board of Registration for Professional Engineers and Land Surveyors - Expert Examiner for the Annual Land Surveyors Professional Licensing Examination

TOTAL YEARS OF EXPERIENCE

40+

Michael is responsible for all field surveys, mapping, map checking, and right-of-way engineering projects. He has been involved with a variety of survey projects including control surveys using GPS and conventional methods, boundary resurrection and establishment, construction, topographic, geological monitoring, and A.L.T.A. surveys. He has served as Acting City Surveyor for several Cities, including Baldwin Park, Poway, Rancho Santa Margarita, Yorba Linda, Lake Elsinore and Murrieta.

SELECT PROJECT EXPERIENCE:

Plan Review and Senior Surveyor
Bureau Veritas North America, Inc.
1990 - Present

Provides plan review and surveying services for jurisdictions throughout Arizona, Nevada and California. Assignments include:

Cities of Murrieta and Lake Elsinore, CA

Provided map planning and Acting City Surveyor. Responsibilities included reviewing parcel maps, tract maps, lot line adjustments, parcel mergers, vacations, certificates of compliance, certificates of correction, easement dedications for compliance with conditions of approval, tentative map and Subdivision Map Act. Reviews included the review of title reports, boundary conditions and closure calculations. For the City of Murrieta, prepared documents. As Acting City Surveyor, signed maps prior to being presented to City Council.

Runway Rehabilitation, Department of the Navy, CA

As a part of the design team for an on-going contract with the Department of the Navy, our survey crews established horizontal and vertical control networks for aerial photogrammetric mapping, supplemental design surveying, and boundary line determination at several Naval Air Stations throughout the States of California and Nevada. The projects not only required aerial mapping for basesheet purposes, but also detail cross section surveys along the entire length of the runways/taxiways for final engineering design. The surveys were conducted and were closely coordinated with Air Station Operations, observing the necessary safety precautions and communication requirements with the control tower. The following are a listing of those Air Stations which required our services:

- Miramar Naval Air Station, San Diego, CA
- North Island Naval Air Station, San Diego, CA
- Point Mugu Naval Air Station, Ventura, CA
- Marine Corps Air Station, Camp Pendleton, CA
- El Centro Naval Air Station, El Centro, CA

John Wayne Airport, County of Orange, CA

Field design survey along the western shoulder of the San Diego Freeway (Interstate 405) for the final engineering design of an exit ramp to the Main Street Parking Facility. Conventional cross sections were taken and were tied to the existing airport control network. The digital data was then Construction Surveying, Mammoth/June Lake Airport, County of Mono, CA

ABILITY TO PERFORM AND PROVIDE EFFICIENT SERVICES UNDER ACCORDANCE REQUIREMENTS

BV has a steady flow of projects, and a large pool of resources to tap into should workload increase. Any project that comes in to our offices is reviewed on time, on budget and accurately. As a result of having a large staff, we are able to handle multiple projects large and small concurrently, without any negative impact to project turnaround times, project budgets, customer service or accuracy.



BV personnel have performed and managed plan review and building assessment for literally thousands of projects. Project types include higher education campuses, high-rise hotels and office buildings, institutional occupancies such as jails, shipping facilities, room additions, single-family tract and custom homes, tilt-up shells, tenant improvements, and infrastructure (roads, wet and dry utilities, etc.). Our staff has considerable review and assessment experience of virtually any structure requiring permits, plan reviews, and inspections. With such a large and licensed plan review and building assessment staff, we are able to manage numerous and complex projects simultaneously. We are able to provide discipline specific plan reviews (e.g., structural, mechanical/plumbing, electrical, fire, access).

As the largest code compliance firm in the United States, we have helped over 400 municipalities, counties, regional and state agencies handle their code compliance needs from full-service building department administration to targeted, as-needed services. BV is your ideal partner to deliver quality service, technical proficiency, and responsiveness a public agency desires when faced with rapid development, budget constraints, and/or limited agency resources.

Having helped newly incorporated cities establish their departments and continue to manage their operations, BV offers a full range of building department services including:

- Building Official
- Plan Review
- Building Inspection
- Permitting/Processing
- Counter Support
- Code Compliance
- Civil/Public Works and Engineering
- Construction Inspection
- Community Outreach

PAST PERFORMACES WITH SIMILAR SERVICE CONTRACTS

Bureau Veritas brings unparalleled expertise and an unwavering commitment to integrity to every project undertaken on behalf of our clients. With more than half a century of building and safety services across California and throughout the United States, Bureau Veritas has established itself as the industry's foremost authority in plan review and inspection. Our reputation—built upon the foundation of ethical practice and technical excellence—is our most valued asset and the primary reason municipalities select Bureau Veritas as their trusted partner.

Clients consistently prioritize expertise when selecting a service provider, and BV delivers precisely that through a team of the industry's most accomplished professionals. Every member of our staff upholds the highest standards of integrity and ethics, ensuring that the City of Palmdale receives not only technically competent service but also counsel grounded in professional responsibility and honest dealing. This commitment to ethical practice, combined with deep technical knowledge, distinguishes Bureau Veritas in the marketplace and ensures that clients' interests are protected and advanced.

As shown in the following pages, we have demonstrated specialized experience on projects of comparable scope and complexity, bringing direct qualifications that align precisely with the requirements outlined in the City of Palmdale's RFP. This combination of experience, reputation, and proven results positions BV as the ideal partner for the City's needs.

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CITY OF PALMDALE

PLAN CHECK, COMMUNITY DEVELOPMENT TECHNICIAN, BUILDING INSPECTION, & BUILDING OFFICIAL SERVICES



Since 2018, Bureau Veritas was selected to provide plan check and inspection services for various commercial and residential projects in the City of Palmdale. Plan review services include structural, architectural, mechanical, electrical, plumbing, green, energy, and accessibility. BV also provides staff augmentation on an as-needed basis for Building Official and Community Development Technician Services.

CITY OF LA PALMA

COMPLETE MUNICIPAL BUILDING & SAFETY SERVICES

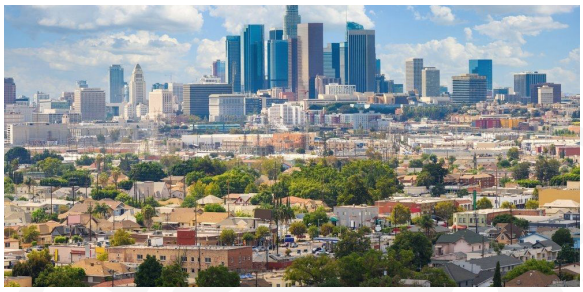


BV was selected to provide Building and Safety Services, including permit technician, building inspection, Building Official, and Plan Check services to the City of La Palma in 2022. Under the direction of the Community Development Planning Manager, BV serves as the on-call Building Official, provides plan check/inspection services as well as building technician services, and open, operate, and close the Building & Safety public counter during normal business hours. BV conducts plan checks, assists with issuing permits, and other duties necessary to carry out the typical functions of a Building Division, including responding to public inquiries, preparing reports and communications, and providing staff assistance for internal and external customers. BV helped the City locate a new software platform and provided our assistance in every step of the transition process. Projects include:.

- Joshua Medical Center: 19,000 sq.ft. medical building with complete architectural, structural, ADA, electrical, mechanical, and plumbing designs (2023).
- Hundreds f other types of projects from family homes to tenant improvements and ADU units.

COUNTY OF LOS ANGELES

AS-NEEDED BUILDING AND SAFETY INSPECTION, PERMIT TECHNICIAN AND RELATED SERVICES



BV has been providing inspection services and building and safety plan review to Los Angeles County since 2003. The firm has placed plan check personnel in the County's Alhambra headquarters. These staff members have provided code consulting and training for the County's structural, electrical, plumbing, and mechanical plan review sections, including creating and preparing instruction manuals, presenting training workshops, and providing as-needed field inspection expertise to agency plan check and field personnel County-wide. Prominent projects the firm has worked on with the County include the University of Southern California Medial Center Replacement, Antelope Valley Courthouse, Hollywood Bowl Shell Rehabilitation, Palmdale Sheriff's Station, Sun Valley Health Center, Santa Monica Courthouse, The Alondra Pool and Skate Park, and the Quartz Public Library.

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CITY OF MONROVIA

BUILDING INSPECTION, PLAN REVIEW SERVICES, AND CONTRACT INTERIM BUILDING OFFICIAL, AND CONTRACT CODE ENFORCEMENT MANAGER



BV has provided on-call interim building official, plan review, inspection, permit, and consulting code enforcement services to the City of Monrovia since late 2020. BV reviews plans calculations, reports and specifications for compliance with the most recently adopted Federal, State, and City codes and ordinances.

BV also performs building, combination, and other trade inspections on an as needed, assigned or regular basis on residential, commercial industrial, and large Multi-family/Mixed use projects, and performs permit counter work as needed to enforce compliance with the conditions of approval, provisions of the City's Building laws and the code requirements set forth on the approved plans for which the City issued a permit. These services include the review of all approved plans, specifications and documents, reviewing and responding to all inspection requests and reports, attending mandatory meetings, including safety training and project management, performing inspections for compliance to applicable State of California Building, Mechanical, Electrical, Plumbing, Fire, Historical codes, as well as State energy efficiency and accessibility standards as amended by the City of Monrovia. Inspectors and permit technicians are available within 24 hours notice. During the provision of the aforementioned services, BV has adhered to schedule and budget requirements.

CITY OF RANCHO CUCAMONGA

ENGINEERING, FIRE PLAN REVIEW, AND BUILDING INSPECTION SERVICES



BV was selected to provide engineering and fire plan review and inspection services for the County of Rancho Cucamonga on an as-needed basis. Projects include single family residential, multi-family residential, commercial tenant improvements, new commercial, additions, and others. Services are provided to determine compliance with County and State codes and regulations including but not limited to, Rancho Cucamonga Municipal Code; California Engineering Code; California Residential Code; California Plumbing Code; California Electrical Code; California Disabled Regulations (in conjunction with Federal ADA regulations); and the California Department of Transportation (Caltrans).

CITY OF CORONA

BUILDING & FIRE PLAN REVIEW, PERMIT AND INSPECTION SERVICES

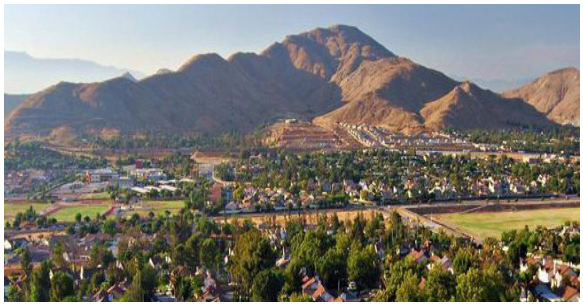


BV is currently providing building and fire plan check, building inspection, and counter technician services for residential and commercial properties. We also provide on-site extension of staff as necessary, including a registered civil engineer to assist with an immediate need for building plan check. BV assists the City in providing plan review services for small residential solar energy projects. Our team utilizes a web-based system to take in projects electronically. Plans are then reviewed within 24 hours and comments are returned to the applicants. This system assists the City in meeting the requirements of AB 2188 for fast turnaround of these small solar energy projects.

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CITY OF FONTANA

BUILDING INSPECTION AND PLAN REVIEW SERVICES



BV was selected to provide structural, mechanical, electrical, plumbing, architectural, and CASp plan review as well as grading plan check for the City of Fontana. Prominent projects include:

- **The Summit at Rosena** - BV is currently providing structural, MEP, and CASp plan review services for the community center of this proposed 179.8 acre community. Plans reviewed include a community swimming pool and spa in addition to the equipment room plumbing fixtures.

- **Fontana Mazda** - BV provided fire, MEP, architectural, and structural plan review services for this new car dealership. The building consisted of 28,668 square feet for sales and administrative offices as well as a parts and service center.

CITY OF SOUTH EL MONTE

BUILDING INSPECTION AND BUILDING OFFICIAL SERVICES



Bureau Veritas provides comprehensive building inspection and building official services to the City of South El Monte, supporting the city's commitment to public safety and code compliance. The firm conducts daily inspections of construction projects and existing buildings, reviewing plans to determine project scope and ensure compliance with adopted codes and standards while maintaining accurate permit and inspection records. Services include inspections for change of use, occupancy compliance, and adherence to all applicable codes and ordinances, working collaboratively with the public to ensure structures are safe and ready for occupancy.

The firm ensures construction projects comply with Title 24 of the California Code of Regulations, including building and fire codes, as well as City codes, design guidelines, planning, and zoning requirements. Bureau Veritas staff investigate complaints related to State building codes and City ordinances, including structural property maintenance violations and occupancy permit inspections, and follow up to verify that corrections are made and appropriate compliance measures are taken.

Beyond field inspections, Bureau Veritas provides critical office support and counter service, responding to inquiries from the public and contractors regarding codes and project-related issues. Staff input correction notices and case comments into automated databases, file and scan documents, and clearly notify contractors of code violations through electronic compliance reports at the time of inspection. The firm also reviews non-complex plans for code compliance and evaluates existing buildings on a complaint basis for hazardous conditions, initiating abatement procedures when warranted. Additionally, Bureau Veritas staff participate in professional and public meetings, maintain current knowledge of applicable codes and code changes, and support positive relationships between the City and the public through courteous and cooperative interactions.

PLAN REVIEW LETTER SAMPLES

Copies of five plan review correction letters of recently checked plans from other jurisidictions are included in the following pages. Selected samples include a new restaurant, retail store, major commercial tenant improvement project, new single-family dwelling, and large addition to a single-family dwelling. All names, addresses, and other identifying markers have been blacked out for privacy purposes.

[redacted]

July 9, 2024

1st Submittal
Web Site Address:
vcrma.org/divisions/building-and-safety

[redacted]

The plans and other data pertaining to the above construction project have been reviewed for compliance with applicable codes, ordinances, and laws. Revision of the drawings is necessary to complete the plan review. Please refer to the correction list which follows and to the notations on the drawings, documents, reports, and other data which were submitted for review.

Upload, download and view electronic copies of all plan check related documents using the Citizen Access portal at [redacted] Where handout number is referenced, please download it from our building and safety website above or you may request the copy at the counter. Provide one complete electronic set of corrected/revised plans, corrected/revised calculations, complete responses to plan check comments and all other related plan check documents for recheck and upload these documents to the Citizen Access portal.

This Plan Review will expire on 5/23/2025, 360 days from the date of application. If no permit has been obtained by that time for construction of the project, Plans, documents, reports, and other data submitted for review may be destroyed. Reference: [redacted] 105.3.2.

If you have any questions concerning this plan review, please contact us via phone or email. A plan review conference may be arranged by appointment.

The initial plan review fee covers three rounds of plan check. To avoid additional plan review fee, please comply with all the remaining corrections within three rounds. Plan review fees will be charged by the hour until approved afterwards. For records without initial plan review fee, plan review fees will be charged by the hour from the first review.

Glenn Kechejian, M.S.
Plan Check Engineer
Bureau Veritas
250 N. Westlake Blvd., Suite 150
Phone: 805-230-2888
glenn.kechejian@bureauveritas.com

Aleta Francis (MEP & General)
Plans Examiner
Bureau Veritas
250 N. Westlake Blvd., Suite 150
Phone: 805-230-2888
aleta.francis@bureauveritas.com

GENERAL REQUIREMENTS

1. RETURN THIS LIST with corrected plans, documents, reports, and other data. To facilitate rechecking of plans, please indicate Sheet Number, detail number, and note number on the left side of each item where the corresponding correction has been made.
   Response:_____

2. Refer to comments in red on the first submittal plans, documents, reports, and other data.
   Response:_____

3. The project is submitted with an Early Plans Review Agreement form. The plans won't be approved until all group A clearances by other agencies/divisions are obtained for the project. The plans will be checked for conformance prior to approval. More comments may follow.
   Response:_____

4. Please include project address on VICNIITY MAP on sheet A-1.
   Response:_____

5. Titles on the following sheet number titles do not match the title on the DRAWING INDEX on sheet A-1.
   a. E001
      Response:_____
   b. E002
      Response:_____
   c. E003
      Response:_____
   d. E100
      Response:_____
   e. E101
      Response:_____
   f. E200
      Response:_____

   Please coordinate. [§ 107.2 CBC]

6. Titles and sheet number on the following illegible due to overlapping font layers.
   a. E002
      Response:_____
   b. E003
      Response:_____

   Please coordinate. [§ 107.2 CBC]

7. Please include project address on VICNIITY MAP on sheet A-1. [§ 107.2 CBC]
   Response:_____

8. Note on the plans the floor, wall, and ceiling finishes of each room/space. [§107.2 CBC] Please include ceiling finishes in FINISH LEGEND on sheet A-1. [§ 107.2 CBC]
   Response:_____

ARCHITECTURAL

9. Provide justification for using an occupancy load factor of 150, instead of an occupancy load factor of 50 for exercise rooms. Revise plans to show accurate load factor and occupancy load for proposed use. Additional comments may apply. [§CBC 1004]
   Response:_____

10. Specify occupancy of units adjacent to unit B to verify if fire separation is required between occupancies, meeting requirements of section 508.4 CBC. Additional comments may apply. Provide detail for fire barrier per section 707 CBC if separation is required.
    Response:_____

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11. Please specify fire rating of existing corridor. Please verify all new penetrations meet requirements of section 714 CBC. Provide details as needed. Please coordinate any penetrations with MEP plans. Additional comments may apply.
    Response:_____

12. Steel electrical boxes less than or equal to 16 square inches can penetrate membranes of walls with up to a 2 hour rating provided they are separated from such penetrations on the opposite side of the wall by either 24 inches, a distance equal to the depth of the wall if filled with cellulose loosefill/rockwool/mineral wool, solid fireblocking, or listed putty pads. [§714.3.2 CBC]
    Response:_____

ACCESSIBILITY

13. If a walk crosses or adjoins a vehicular way, and the walking surfaces are not separated by curbs, railings, or other elements between the pedestrian areas and vehicular areas, the boundary between the areas shall be defined by a continuous detectable warning 36" wide minimum and comply with 11B-705.1.1. [§11B-247.1.2.5 CBC] *Show location of detectable warnings.*
    Response:_____

14. Additions and alterations to an existing building or facilities shall comply with the following:
    A primary entrance to the building or facility and the primary path of travel from accessible parking and from the public way to the specific area of alteration or addition must fully comply. *Provide accessible route to public way from unit B.* [§11B-202.1 CBC] *Additional comments may apply.*
    Response:_____

15. When the adjusted construction cost is less than or equal to the current valuation threshold, the cost of compliance with Section 11B-202.4 shall be limited to 20 percent of the adjusted construction cost of alterations, structural repairs, or additions. When the adjusted construction cost exceeds the current valuation threshold, and the enforcing agency determines the cost of compliance with Section 11B-202.4 is an unreasonable hardship, full compliance with Section 11B-202.4 shall not be required. Compliance shall be provided by equivalent facilitation or to the greatest extent possible without creating an unreasonable hardship; but in no case shall the cost of compliance be less than 20 percent of the adjusted construction cost. The total cost of alterations to the areas on that path of travel during the preceding three-year period shall be considered in determining whether the cost of making that path of travel accessible is disproportionate. [§11B-202.4 Exception CBC]
    Response:_____

ENERGY

16. Alterations shall comply with the prescriptive approach of Section 141.0(b)(2) CEnC or performance approach requirements of § Section 141.0(b)(3) CEnC. Provide notes, details and documentation as applicable. [§141.0(b) CEnC]
    Response:_____

17. The following energy compliance forms are applicable to your project and need to be provided:
    PRF: Performance Approach or applicable forms listed below
    CXR: This form is required for commissioning (Design review on all NR buildings, commissioning all new NR >= 10,000 sq ft.)
    ELC: This form is required for electrical power distribution.
    LTI: This form is required whenever there is new or altered indoor lighting.
    LTS: This form is required for sign lighting. (If sign lighting is to be used)
    MCH: This form is required whenever there is new or altered mechanical systems.
    PLB: This form is required whenever there is new or altered water heating system using the prescriptive method.
    Provide complete Title 24 which demonstrate compliance. [§100.0 CEnC]
    Response:_____

18. Provide a list of the mandatory measures for all applicable portions of the project i.e. building envelope, space-conditioning, all lighting (indoor/outdoor), water-heating systems, pools and spas, solar ready buildings, electrical power distribution systems and signs. ([§100.0, 110.0-110.12, 120.0-141.1 CEnC]
    Response:_____

19. Roof/ceiling insulation separating conditioned and unconditioned spaces/ambient air shall have a minimum R-23 insulation in Climate Zones 1-5, 9-16 a R-17 in Climate Zones 6-8 per Table 141.0-C and RR-14 insulation in Climate Zones 2, 10-16 and all climate zones in high rise residential and hotels/motels. R-8 insulation shall be provided elsewhere. Please provide. [§141.0(b)(1)(A) CEnC]
    Response:_____

20. Wall insulation separating conditioned and unconditioned spaces/ambient air for the altered portion shall have a minimum R-13 insulation in metal and metal framed buildings, R-4 in spandrel panels and glass curtain walls and R-11 insulation in wood framed and other walls. Please provide. [§141.0(b)(1)(B) CEnC]
    Response:_____

21. The altered components of the envelope, or space conditioning, lighting and water heating systems, and any newly installed equipment serving the alteration shall meet §110.0 through §110.9 CEnC (Mandatory Measures for All Occupancies), §120.0 through §120.6 CEnC (Nonresidential Mandatory Requirements for Ventilation, Space-Conditioning, Duct Systems, and Covered Processes), and §120.9 through §130.5 CEnC (Nonresidential Mandatory Requirements for Building Commissioning, Commercial Boilers, Indoor Lighting Controls, Outdoor Lighting Controls, Sign Lighting, and Electrical Power Distribution Systems) and the following:
    a. New or replacement duct systems shall meet the requirements of §120.4(a) CEnC (Mandatory Requirements for Duct Systems). HERS verification shall be required when the space conditioning system meets the requirements of §120.4(g) CEnC
    b. Where altered by replacement of installation of space-conditioning systems units thermostats used must demand responsive controls specified in Section 110.12 CEnC. Noncompliant existing thermostats must be replaced. Duct system connected to the new or replaced space-conditioning system equipment shall be sealed in accordance with Section 141.0(b)(2)(D)(ii) CEnC and shall be HERS verified.
    c. Entirely new, complete replacement or extensions of existing duct systems installed as part of an alteration must be HERS Verified in accordance with Section 120.4(g) CEnC. See exceptions. Where exempt must meet the duct leakage testing requirements of CMC Section 603.9.2 CMC.
    d. New lighting systems shall comply with §130.0 through §130.2 (Mandatory Requirements for Indoor and Outdoor Lighting Controls), §130.5 CEnC 130.4 (Mandatory Requirements for Electrical Power Distribution Systems), §140.3(c) (Prescriptive Daylighting Requirements), and §140.6 through §140.7 (Prescriptive Indoor and Outdoor Lighting). Multilevel daylighting control of §130.1(d) shall not apply when additional skylights are installed in existing building and the lighting system is not recircuited.
    e. New internally and externally laminated signs shall comply with §110.9, §130.3, and §140.8 (Mandatory and Prescriptive Requirements for Signs) CEnC.
    f. Alterations to the existing indoor lighting that include 10% or more of the luminaries serving an enclosed space shall meet one of the following requirements per Section 141.0(b)(2)(I) CEnC:
        i. Lighting alterations shall meet the indoor lighting power requirements of Section 140.6 CEnC and the lighting control requirements in Table 141.0-F CEnC.
        ii. Lighting alterations shall not exceed 80% of the indoor lighting power requirements of Section 140.6 CEnC and shall comply with the lighting control requirements in Table 141.0-F CEnC.
        iii. Lighting alterations shall be a one-for-one luminaire alteration within a building or tenant space of 5000 ft2 or less, the total wattage of the altered luminaires shall be at least 40% lower compared to their total pre-alteration wattage, and the alteration shall comply with the lighting control requirements in Table 141.0-F CEnC.
    g. Alterations to existing internally and externally illuminated signs that increase the connect lighting load, replace and remove more than 50% of the ballast, or relocate the sign to a different location shall meet the requirements of §140.8 (Prescriptive Sign Requirements) CEnC.
    h. Water-heating systems, except for solar water-heating systems, shall meet the requirements of §140.5 (Prescriptive Water-Heating Requirements) CEnC.
    i. A building shell for which new interior walls or ceilings are installed shall meet the requirements of §140.3(c) (Prescriptive Daylighting Requirements).

    Provide notes, details and documentation showing compliance. [§120.4(b)(2), 141.0(b)(2), 141.0(b)(2)(E), 141.0(b)(2)(R), 140.4(n) CEnC]
    Response:_____

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PLUMBING

22. For addition or alteration the Indoor Water Use provisions of sections 5.303.3 and 5.303.4 shall apply to new fixtures in the areas of addition or alteration. Please replace non-compliant fixtures. [§5.303.5 CGBC]
    Response:_____

23. Plumbing fixtures (water closets and urinals) and fittings (faucets and showerheads) shall comply with Section 5.303.3 CGBC. Some of the fixtures specified exceed the water consumption limits. Provide specifications meeting or exceeding the below requirements for all fixtures on sheet P001.
    - Water closets shall not exceed an effective flush volume of 1.28 gallons per flush. [§5.303.3.1 CGBC]
    - Urinals shall not exceed an effective flush volume of [wall mounted 0.125 gallons per flush], [floor mounted 0.5 gallons per flush]. [§5.303.3.2 CGBC]
    - Lavatory faucets shall not exceed a maximum flow rate of 0.5 gallons per minute at 60 psi. [§5.303.3.4.1 CGBC]
    - For faucets and Fountains including nonresidential lavatory faucets, kitchen faucets, metering faucets, metering faucets, pre-rinse spray valve. [§5.303.3.4 CGBC]

    Please ensure that all fixtures are compliant. [§5.303.5 CGBC]
    Response:_____

24. The minimum size of each fresh water branch shall be determined by the number of fixture units to be served by that branch, the total developed length of the system, and the meter and street service size as per Section 610.8 CPC. No branch piping is required to be larger in size than that required by Table 610.4 CPC for the building supply pipe. Clearly identify the maximum run length and size for each run or fresh water. Indicate the demand on each segment of the cold water including the existing water line. Please include the meter size. [§ 610.9 CPC]
    Response:_____

25. The size of vent piping shall be determined from its length and the total number of fixture units connected thereto, in accordance with Table 703.2. The diameter of an individual vent shall be not less than one and one-fourth inches nor less than one-half the diameter of the drain to which it is connected. In addition, the drainage piping of each building and each connection to a public sewer or a private sewage disposal system shall be vented by means of one or more vent pipes, the aggregate cross sectional area of which shall be not less than that of the largest required building sewer, as determined from Table 703.2. Vent pipes from fixtures located upstream from pumps, ejectors, backwater valves, or other devices that obstruct the free flow of air and other gases between the building sewer and the outside atmosphere shall not be used for meeting the cross sectional area venting requirements of this section. Exception: When connected to a common building sewer, the drainage piping of two or more buildings located on the same lot and under one ownership shall be permitted to be vented by means of piping sized in accordance with Table 703.2, provided the aggregate cross sectional area of vents is not less than that of the largest required common building sewer. Venting is undersized. Vent pipe us undersized. Please correct. [§ 904.1 CPC]
    Response:_____

26. The mixiumum length of the vent pipe for a 1-1/2” pipe is 60’ per Table 703.2. The total run of all vent piping provided is just over that length. Please increase vent pipe size to meet requirement. [§ 703.2 CPC]
    Response:_____

27. No more than one-third of the total permitted length, in accordance with Table 703.2, of a minimum sized vent shall be installed in a horizontal position. Exception: Where a minimum sized vent is increase one pipe size for its entire length, the maximum length limitation does not apply. The maximum total horizontal run the 1-1/2” vent pipe specified is 20’ per Table 703.2. The Total length of horizontal vent pipe is approximately 50’. Please increase the size of the vent pipe to meet the requirement. [§ 904.2 CPC]
    Response:_____

28. The drainage piping of each building and each connection to a public sewer or a private sewage disposal system shall be vented by means of one or more vent pipes, the aggregate cross-sectional area of which shall be not less than that of the largest required building sewer as determined from Table 703.2. Aggregate sizing of vents must be equal or greater than the largest sewer pipe of 4”. Provide adequate sizing of vent piping showing compliance. [§ 904.1 CPC]
    Response:_____

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29. On Sheet P101 in KEY NOTES-WASTE & VENT Number 2 states 2" waste pipe is to go to street lateral. Number 2 in the PLUMBING WASTE & VENT PIPING FLOOR PLAN show 4" waste pipe. Please coordinate. [§107.2 CBC]
    Response:_____

MECHANICAL

30. The required outdoor air-ventilation rate and air-distribution system design shall be identified on the plans. Provide notes, details and documentation as applicable. [§120.1(a)(2) CEnC]
    Response:_____

31. All heating or cooling systems not controlled by a central energy management control system (EMCS) shall have a setback thermostat. Provide notes, details and documentation as applicable. [§110.2(c) CEnC]
    Response:_____

32. Show on the plans the duct materials and gages. [§602.1 CMC]
    Response:_____

33. All mechanically ventilated buildings with new mechanical equipment shall provide air filtration with at least a Minimum Efficiency Reporting Value (MERV) of 13. Filters shall be installed prior to occupancy, and shall be clearly labeled. Recommendations for maintenance shill be included in the operation and maintenance manual. Note provided please add to plans. [§5.504.5.3 CGBC]
    Response:_____

34. Where temporary ventilation is required during construction, permanent HVAC system shall only be used during construction to maintain required temperature range for required installation. Use MERV 8 filters during construction. Replace all filters with MERV 13 filters immediately prior to occupancy or at the conclusion of construction if the building is occupied during construction. Note provided please add to plans. [§5.504.1 CGBC]
    Response:_____

35. Air-conditioning condensate waste pipes shall connect indirectly, except where permitted in Section 310.6, to the drainage system through an air gap or air break to trapped and vented receptors, dry wells, leach pits, or the tailpiece of plumbing fixtures. A condensate drain shall be trapped in accordance with the appliance manufacturer's instructions or as approved. Please shoe condensate line on plans with appropriate discharge location. [§310.5 CMC]
    Response:_____

ELECTRICAL

36. Identify location of new transformer in floor electrical floor plan. [§107.2 CBC]
    Response:_____

37. Switchboards, switchgear, and panelboards shall have a short-circuit current rating not less than the available fault current. In other than one- and two-family dwelling units, the available fault current and the date the calculation was performed shall be field marked on the enclosure at the point of supply. The marking shall comply with 110.21(B)(3). Note provided please include in plans. On sheet E004B the available fault current Isc is stated to be 15,035A. Panel A has an Ampere Interrupting Capacity of 10,000 which does not meet the requirement please increase the capacity of Panel A to be equal to or greater than the ISC. [§408.6 CEC]
    Response:_____

38. Heating, air-conditioning, and refrigeration equipment requiring servicing shall be provided with a 125-volt, single-phase, 15- or 20-ampere-rated receptacle outlet shall be installed at an accessible location within 25 ft of the equipment as specified in 210.63(A). The required receptacle outlet shall be located on the same level as the heating, air-conditioning, and refrigeration equipment. The receptacle outlet shall not be connected to the load side of the equipment's branch-circuit disconnecting means. See exception. Please provide. [§210.63 CEC]
    Response:_____

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39. Disconnecting means shall be provided for all air-conditioning and refrigerating equipment. Disconnecting means shall be located within sight from, and readily accessible from the air-conditioning or refrigerating equipment. The disconnecting means shall be permitted to be installed on or within the air-conditioning or refrigerating equipment. The disconnecting means shall not be located on panels that are designed to allow access to the air-conditioning or refrigeration equipment or to obscure the equipment nameplate(s). Please provide. [§440.11 & 440.14 CEC]
    Response:_____

40. All appliances requiring an external source of electrical power for its operation shall be provided with the a readily accessible electrical disconnecting means within sight of the appliance that completely de-energizes the appliance and a 120-V ac grounding-type receptacle outlet on the roof adjacent to the appliance on the supply side of the disconnect switch. Please provide [NFPA 54:9.4.2.3] [§303.8.5 CMC]
    Response:_____

41. On sheet E003, detail 7 reflects 2019 codes. Please update to reflect 2022 codes. [§107.2 CBC]

    T24 2019 COMPLIANT SEQUENCE OF OPERATION:

    1. OCCUPANCY SENSOR PROVIDES AUTOMATIC ON/OFF OF LIGHTS AND EXHAUST FAN BASED ON ROOM OCCUPANCY (USE DEFAULT TIME DELAY FOR OCCUPANCY SENSOR)
    2. WSX PDT 2P LINE VOLTAGE SWITCH PROVIDES MANUAL OVERRIDE OF THE LIGHTS AND EXHAUST FAN: ON/OFF.
    3. WHEN SWITCHING 277VAC ON BOTH RELAYS, THE LINE INPUTS MUST BE OF THE SAME PHASE.

    Response:_____

42. The general lighting of any enclosed space 100 sf. or larger in which the connected lighting load exceeds 0.5 watt/sf, and has more than one luminaire, shall provide multilevel lighting controls that allow the level of lighting to be adjusted. Provide notes, details and documentation as applicable. [§130.1(b) CEnC]
    Response:_____

43. All installed indoor lighting shall be equipped with Shut-OFF controls that meet the following requirements:
    - Shall be controlled with occupant sensing controls, automatic time-switch control, or other control capable of automatically shutting OFF all the lighting when the space is typically unoccupied.
    - Separate controls for the lighting of each floor, other than stairwells.
    - Separate controls for spaces enclosed by ceiling-height partitions not exceeding 5,000 sf
    - Separate controls for general, display, ornamental, and display case lighting
    - For automatic time-switch controls, this may include a manual-ON mode that complies with Section 130.1(a) and allows the lighting to remain ON for no more than 2 hours once override is initiated.

    Provide notes, details and documentation as applicable. [§130.1(c)(1) CEnC]
    Response:_____

44. Countdown timers may only be used as an automatic shut-OFF control in closets less than 70 sf and server aisles in server rooms. The maximum timer setting shall be 10 or 30 minutes, respectively. Provide notes, details and documentation as applicable. [§130.1(c)(2) CEnC]
    Response:_____

45. Automatic time-switch control installed to comply with per Section 130.1(c)(1) CEnC, other than occupancy sensors, shall incorporate a manual override control that complies with Section 130.1(a) CEnC and allows the lighting to remain ON for no more than 2 hrs when the override is initiated. See exceptions. Further, it shall incorporate an automatic holiday “shut-OFF” that turns off all loads for at least 24 hours then resumes for normally scheduled operations. Provide notes, details and documentation as applicable. [§130.1(c)(3) CEnC
    Response:_____

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46. Occupant sensing controls that automatically shut-OFF all the lighting when unoccupied are required for specified offices, multipurpose rooms, classrooms, conference rooms and restrooms. In offices 250 sf or smaller, multipurpose rooms less than 1000sf, classrooms, and conference rooms. In offices 250 square feet or smaller, multipurpose rooms of less than 1,000 square feet, classrooms of any size, conference rooms of any size, and restrooms of any size, lighting shall be controlled with occupant sensing controls to automatically shut OFF all of the lighting in 20 minutes or less after the control zone is unoccupied. In areas required by Section 130.1(b) controls will be governed by Section 130.1(c)(5) CEnC. Provide notes, details and documentation as applicable. [§130.1(c)(5) CEnC]
    Response:_____

47. The means of egress illumination level shall be not less than 1 footcandle (11 lux) at the walking surface. Along exit access stairways, exit stairways and at their required landings, the illumination level shall not be less than 10 footcandles (108 lux) at the walking surface when the stairway is in use. Please verify and provide. [§1008.2.1 CBC].
    Response:_____

STRUCTURAL

No Comments

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[redacted] [redacted]

Project Description: [redacted]
Project Address:
Application/ Permit #:

Occupancy: M
Type of Construction: II-B, V-B
Sprinklers: Yes
Stories: 1
Floor Area (s.f.): 4,413 / 1,358
Fire Hazard Severity Zone/ WUI: No
Fire Alarm: No

Bureau Veritas has completed the first plan review of the below listed documents on behalf of the [redacted]

GENERAL INSTRUCTIONS

1. This plan review has been made to verify conformance to minimum requirements of codes and ordinances adopted by the [redacted] in effect for this project include the 2022 editions of the California Building Code (CBC), California Residential Code (CRC), California Green Building Code (CGBC), California Plumbing Code (CPC), California Mechanical Code (CMC), California Electrical Code (CEC), and California Energy Code (CEnC). The CBC is based on the 2021 editions of the *International Building Code*, which was published by the *International Code Council*. The CPC and CMC are based on the 2021 edition of the *Uniform Plumbing* and *Mechanical Codes*, respectively, which were published by IAPMO. The CEC is based on the 2020 edition of the *National Electrical Code* published by the National Fire Protection Association (NFPA). Applicable code sections are referenced after each item in this list.
2. These plans and documents have been reviewed for compliance with the applicable code requirements and instructions of the jurisdiction. The stamping of these plans shall not be held to permit or be an approval of a violation of any applicable codes and/or standards nor relieve the owner, design professional of record or contractor of compliance with any applicable codes and/or standards. Plan review of documents does not authorize construction to proceed in violation of any federal, state, nor local regulation.
3. The review does not necessarily include errors and omissions. Complete compliance is the responsibility of the designer.
4. All comments shall be resolved on the plans prior to the recommendation to the governing body for approval.
5. The comments identified in other sections of this review require clarifications/corrections before this plan check can be completed.
6. For reference for explanations in the examiner's comment sections, *italic* text refers to the initial submittals, **bold** text on second submittals, and <u>underlined</u> text on third submittals.
7. Please annotate your response in the areas on each comment, please see the comment section,
8. Submit a list **<u>showing any changes to the plan</u>** or previously submitted documents that are not the result of the plan check comments. Please "cloud" and/or "delta" all revisions made on plans due to this comment list as well as any other design changes.

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[redacted] [redacted]

IN ORDER TO PROCESS THIS PLAN REVIEW PLEASE PROVIDE THE NAME AND PHONE NUMBER OF THE INDIVIDUAL WHO PREPARED THESE PLAN REVIEW RESPONSES
NAME: _____ PHONE: _____

Please ONE full COMPLETE electronic submittal, with supporting documentation, and answers to ALL comments listed in the comment section and submit to:

[redacted]

Respectfully Submitted,

Martin Pasamba
Plan Check Engineer
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Westlake Village, CA 91362
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Office: 805 230-2888

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Abteen Shirehjini, M.S., P.E.
Plan Check Engineer
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Please write the sheet number, detail number, and/or location indicating where the comment is located. ***Please be specific as to where comment items have been addressed so that recheck may be expedited.*** *To aid in the plan review process—please indicate in the space adjacent to each comment or on a separate sheet, the sheet and the exact location on the sheet where corrections have been made (e.g., Detail S of Sheet 3). Please "cloud" and/or "delta" all revisions made on plans due to this comment list as well as any other design changes.*

JURISDICTIONAL COMMENTS

J1. Provide a complete description of the scope of work for this project on the cover sheet of the plans. [§ 107.2 CBC]
RESPONSE:

J2. Provide the site address on the Title Sheet and all sheets of the plan. [§ 107.2 CBC]
RESPONSE:

J3. Per City of Palm Springs, no deferred submittals allowed except for fire alarms and fire sprinklers. Please revise General Information section on Title Sheet of plans and provide complete architectural plan, structural plans, structural calculations, etc., for a complete submittal. Additional comments may follow.
RESPONSE:

J4. Provide a Building Code Data Legend on the Title Sheet. [§ 107.2 CBC] Include the following code information for each building proposed:
a. Sprinklers: Yes or No _____
b. Stories _____
c. APN # _____
RESPONSE:

ARCHITECTURAL COMMENTS – MARTIN PASAMBA/ MARTIN.PASAMBA@BUREAUVERITAS.COM

A1. Provide a fully dimensioned site plan drawn to scale. The site plan shall show the north arrow, property lines, easements, public ways and all existing/proposed buildings and structures on the site. Clearly dimension building setbacks from property lines, street centerlines, and from all adjacent buildings and structures on the site plan. [§ 107.2.5 CBC] *Additional comments may follow upon next submittal*.
RESPONSE:

A2. Show on the site plan, or provide the grading plans, showing finish floor elevations, elevations of finish grade adjacent to buildings, established street grades, drainage patterns and locations and gradients of cut or fill slopes. [§ 107.2.5 CBC]
RESPONSE:

A3. Finish grade around the structure/addition shall slope away from the foundation a minimum of 5% (2% for impervious surfaces) for a minimum distance of 10 feet. Include a note on the site plan or show on a foundation detail. [§1804.4 CBC]
RESPONSE:

A4. Setback dimensions shall be measured perpendicular to the property and shall be as shown in Figure J108.1, unless substantiated data is submitted justifying reduced setbacks. [§J108.1 CBC]
RESPONSE:

A5. Provide an allowable area analysis complying with Section 506 for the proposed building as shown on sheet FSA1.4. The allowable area analysis shall be on the cover sheet of the plans. Specify on the cover sheet of the plans.
RESPONSE:

A6. The height and number of stories cannot exceed that shown in Tables 504.3 & 504.4. Show the code basis for the height/number of stories as shown.
RESPONSE:

A7. When a new building is to be erected on the same property as an existing building, the location of the assumed property line with relation to the existing building shall be such that the exterior wall and opening protection of the existing building meet the criteria of Sections 705.5 & 705.8. [§ 705.3 CBC] *Please clarify on site plan if proposed building and fuel canopy will be erected on the same property as an existing building to verify proposed building complies with 705 CBC for exterior walls, projections, opening protections, etc. as shown on Fire Protection section on title sheet of plans. Additional comments may follow upon a complete submittal of construction documents.*
RESPONSE:

A8. Please verify parapet construction complies with 705.11.1 CBC. Parapets shall have the same fire-resistance rating as that required for the supporting wall, and on any side adjacent to a roof surface, shall have noncombustible faces for the uppermost 18", including counter flashing and coping materials. The height of the parapet shall be not less than 30" above the point where the roof surface and the wall intersect.
RESPONSE:

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A9. [§107.2 CBC] Provide a section view of all new interior partitions:
   a. Specify type, size, and spacing of studs.
   b. Specify method of attaching top and bottom plates to structure.
   c. The top of the partition must be secured to the roof or floor framing unless the suspended ceiling has been designed to resist the lateral out-of-plane loads from the partition.
   d. Specify the wall sheathing material and method of attachment (size and spacing of fasteners)
   RESPONSE:

A10. Provide an egress plan showing the number of occupants on each floor and in all rooms and spaces. Specify the required width and actual width of all egress components (doors, stairways, corridors, etc.). Specify the travel distance for each area. [§107 CBC]
RESPONSE:

A11. Note on the plans: "All exits are to be openable from inside without the use of a key or special knowledge." In lieu of the above requirement, in Group A occupancies having an occupant load of 300 or less, Group B, F, M and S and in places of religious worship, you may note "Provide a sign on or near the exit doors reading THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED." This signage is only allowed at the main exit. [§ 1010.1.9 & 1010.1.9.3 CBC]
RESPONSE:

A12. Door landings shall have a length measured in the direction of travel of not less than 44 inches. [§ 1010.1.6 CBC]
RESPONSE:

A13. Please provide the following roof information on construction documents:
   a. Class of roof covering is required per Table 1505.1.
   b. Roof material and application. Clearly specify waterproofing, flashing, and method of attachment appropriate to the material being used. [§ 1507 CBC]
   c. ICC, UL or other recognized listing approval number for roof materials not covered in CBC, e.g., tile, etc. [§107 CBC]
   d. Overflow drains having the same size as roof drains and on independent drain lines are required. In lieu of this, overflow scuppers, 4" minimum high with a width equal to the circumference of the roof drain may be provided. Overflow system shall have inlets located two inches above the roof low points. [§1502.2 & 1502.3 CBC]. Size the drains per CPC.
   RESPONSE:

A14. Show attic or enclosed rafter space ventilation. Minimum vent area is 1/150 of attic area or per reduced attic ventilation area of 1/300 provided reduced ventilation meets requirements per referenced code. [§1202.2 CBC]
RESPONSE:

A15. Show location of attic access with a minimum size of 20" x 30" unless the maximum vertical headroom height in the attic is less than 30". Where mechanical equipment is installed in the attic the minimum dimensions are 22"x30" and at least as large as the largest component of the appliance. Access must be provided to each separated attic area, with a 30" headroom clearance above the opening. [§1209.2 CBC & §904.10 CMC] *If applicable.*

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A16. Addresses shall be plainly visible and legible from the street or road fronting the property. Address numbers shall be 4 inches in height, ½" minimum stroke width and of contrasting color to their background. [§ 501.2 CBC]
RESPONSE:

ACCESIBILITY COMMENTS – ABTEEN SHIREHJINI, M.S., P.E. – 805 230-2888

ACCESSIBLE ROUTE

ACC1. [§11B-206.2.1 CBC] At least one accessible route within the boundary of the site shall be provided within the site from public transportation stops, accessible parking and accessible passenger loading zones, and public streets or sidewalks, to the accessible building entrance they serve. The site plan shall show the property lines, easements, public ways, improvements and existing buildings and structures sufficiently to verify disabled accessibility compliance with §11B-202.4 CBC for this project. Provide a complete site plan and identify all accessible routes in accordance with the referenced Section.
RESPONSE:

ACC2. At least one accessible route shall connect accessible buildings, accessible facilities, accessible elements, and accessible spaces that are on the same site. [§11B-206.2.2 CBC] Provide accessible routes between the canopy structure, service building, and trash enclosure. Clearly identify routes on the site plan.
RESPONSE:

ACC3. Accessible routes shall consist of one or more of the following components: walking surfaces with running slopes not steeper than 1:20, doorways, ramps, curb ramps excluding flared sides, elevators, and platform lifts. All components shall comply with the applicable requirements of 11B Division 4. [§11B-402.2 CBC] Provide a complete site plan and identify all accessible components in accordance with the referenced Section. Provide details for accessible components.
RESPONSE:

PARKING

ACC4. Where parking is provided, accessible parking spaces, access aisles and vehicular routes serving accessible parking shall be provided in accordance with Chapter 11A. [§ 406.2.3 CBC] *Parking spaces not found. Provide a complete site plan that includes accessible parking. Provide details in accordance with chapter 11A for all accessible parking facilities and routes.*
RESPONSE:

ACC5. Where provided, electric vehicle charging systems shall be installed in accordance with the California Electrical Code and the California Green Building Standards Code. Electric vehicle charging system equipment shall be listed and labeled in accordance with UL 2202. Electric vehicle supply equipment shall be listed and labeled in accordance with UL 2594. Accessibility to electric vehicle charging stations shall be provided in accordance with Chapters 11A and/or 11B. [§ 406.2.7 CBC] *Parking spaces not found. If electric vehicle parking is required for this project, provide a complete site plan that includes accessibility to electrical vehicle charging stations. Provide details in accordance with chapter 11A and/or 11B.*
RESPONSE:

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ACC6. Provide disabled parking space(s) for visitors and unassigned spaces (5% of the total provided parking). Signage is required and shall not be blocked from view by a vehicle parked in the space. [§1109A.5 & 406.2.3 CBC] *Identify locations on the site plan and provide complete accessible parking details.*
RESPONSE:

ACC7. An additional sign shall also be posted either; 1) in a conspicuous place, at each entrance to off-street parking facilities or 2) immediately adjacent to and visible from each stall or space. The additional sign shall be not less than 17" wide by 22" high with lettering 1" high minimum stating the following: "Unauthorized vehicles parked in designated accessible spaces not displaying distinguishing placards or special license plates issued for persons with disabilities may be towed away at owner's expense. Towed vehicles may be reclaimed at _____ or by telephoning _____." [§11B-502.8 CBC] *Identify signage location(s) on the site plan.*
RESPONSE:

WALKING SURFACES

ACC8. Walk and sidewalks shall have a continuous common surface, not interrupted by steps or by abrupt changes in level exceeding 1/2" per 11B-302, and shall be a minimum of 48" in width. [§11B-403.5.1.3 CBC]
RESPONSE:

ACC9. If a walk crosses or adjoins a vehicular way, and the walking surfaces are not separated by curbs, railings, or other elements between the pedestrian areas and vehicular areas, the boundary between the areas shall be defined by a continuous detectable warning 36" wide minimum and comply with 11B-705.1.1. [§11B-247.1.2.5 CBC] *Specify locations for detectable warnings on the site plan.*
RESPONSE:

ACC10. Walking surfaces cross slopes shall not be steeper than 1:48. [§11B-403.3 CBC]
RESPONSE:

ENTRANCES & EXITS

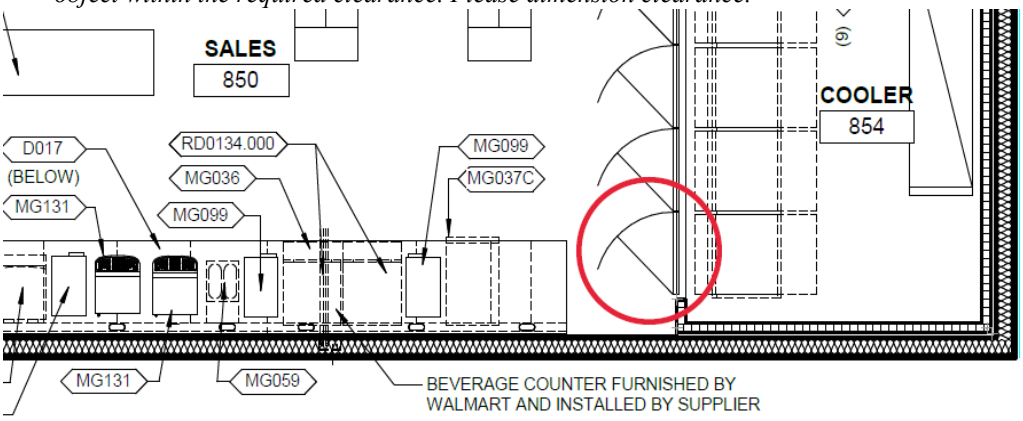
ACC11. Handles, pulls, latches, locks and other operable parts on doors and gates shall not require tight grasping, tight pinching or twisting of the wrist to operate. [§11B-404.2.7 CBC]
RESPONSE:

ACC12. Operable parts such as hardware shall be 34" minimum and 44" maximum above the finished floor or ground. [§11B-404.2.7 CBC]
RESPONSE:

ACC13. Every doorway which is located within an accessible path of travel shall be of a size as to permit the installation of a door not less than 3' in width and not less than 6'-8" in height. When installed, exit doors shall be capable of opening at least 90 degrees and shall be so mounted that the clear width of the exit is not less than 32", measured between the face of the door and the opposite stop. [§11B-404.2.3 CBC] *Clarify for the door serving Utility Enclosure 855, shown on sheet FSA2.*
RESPONSE:

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ACC14. Minimum maneuvering clearances at doors shall comply with 11B-404.2.4. The floor or ground area within the required clearances shall be level and clear. [§11B-404.2.4 CBC] *Provide sufficient maneuvering clearance for the red marked door shown in the image below. There appears to be object within the required clearance. Please dimension clearance.*



1 FIXTURE PLAN
1/4" = 1'-0" 9 FSA1.4

RESPONSE:

ACC15. Minimum maneuvering clearances at doors shall comply with 11B-404.2.4. The floor or ground area within the required clearances shall be level and clear. [§11B-404.2.4 CBC] *Door 852/A shown on 1/FSA5 does not appear to provide sufficient maneuvering clearance. Please revise.*
RESPONSE:

ACC16. The bottom 10" of all doors except automatic and sliding shall have a smooth, uninterrupted surface to allow the door to be opened by a wheelchair footrest without creating a trap or hazardous condition. Where narrow frame doors are used, a 10" high smooth panel shall be installed on the push side of the door, which will allow the door to be opened by a wheelchair footrest without creating a trap or hazardous condition. [§11B-404.2.10 CBC]
RESPONSE:

ACC17. Maximum effort to operate doors shall not exceed 5 pounds for exterior doors and 5 pounds for interior doors, such pull or push effort being applied at right angles to hinged doors and at the center plane of sliding or folding doors. Compensating devices or automatic door operators may be utilized to meet the above standards. [§11B-404.2.9 CBC]
RESPONSE:

TOILET AND BATHING ROOMS

ACC18. An equilateral triangle 1/4" thick with edges 12" long and a vertex pointing upward shall be located at entrances to men's toilet and bathing facilities. The triangle symbol shall contrast with the door,

either light on a dark background or dark on a light background. [§11B-703.7.2.6.1 CBC] *Revise signage shown on sheet FSA1.2.*
RESPONSE:

ACC19. A circle 1/4" thick and 12" in diameter shall be located at entrances to women's toilet and bathing facilities. The circle symbol shall contrast with the door, either light on a dark background or dark on a light background. [§11B-703.7.2.6.2 CBC] *Revise signage shown on sheet FSA1.2.*
RESPONSE:

ACC20. Geometric symbols at entrances to toilet and bathing rooms shall be mounted at 58" minimum and 60" maximum above the finish floor or ground surface measured from the centerline of the symbol. Where a door is provided the symbol shall be mounted within 1" of the vertical centerline of the door. [§11B-703.7.2.6 CBC] *Revise signage shown on sheet FSA1.2.*
RESPONSE:

ACC21. Doors shall not swing into the clear floor space or clearance required for any fixture. Doors other than the door to the accessible water closet compartment may encroach into the turning space by 12" maximum. [§11B-603.2.3 CBC] *Doors in the restrooms appear to be protruding into the turning spaces. Please verify that the doors do not protrude more than 12 inches into the required turning space. Show on plans.*
RESPONSE:

ACC22. [§11B-604 CBC] Water **Closets and Toilet Compartments:**

a. The centerline of the water closet shall be 17" minimum to 18" maximum from the side wall or partition, except that the water closet shall be 17" minimum to 19" maximum from the side wall or partition in ambulatory accessible toilet compartments. Water closets shall be arranged for a left or right handed approach. [§11B-604.2 CBC] *Revise water closet dimensions shown on sheet FSA5.*
RESPONSE:

b. Clearance around a water closet shall be 60" minimum measured perpendicular from the side wall and 56" minimum measured perpendicular from the rear wall. A minimum 60" wide and 48" deep maneuvering space shall be provided in front of the water closet. [§11B-604.3 CBC] *Clearly dimension on plans.*
RESPONSE:

c. The seat height of a water closet above the finish floor shall be 17" minimum and 19" maximum measured to the top of the seat. Seats shall not be sprung to return to a lifted position. Seat shall be 2" high maximum, except that 3" seats shall be permitted only in alterations where the existing fixture is less than 15" high. [§11B-604.4 CBC] *Clearly dimension on plans.*
RESPONSE:

d. Water closet flush controls shall be hand operated or automatic. Flush controls shall comply with operable parts requirement except that they be located 44" maximum above the floor. Flush controls shall be located on the open side of the water closet. [§11B-604.6 CBC]
RESPONSE:

e. The side-wall grab bar shall be 42" long minimum, located 12" maximum for the rear wall and extending 54" minimum from the rear wall with the front end positioned 24" minimum in front of the water closet. The rear-wall grab bar shall be 36" long minimum and extend from the center line 12" minimum on one side and 24" minimum on the other. [§11B-604.5.1 CBC] *Clearly show all dimensions referenced in this comment.*
RESPONSE:

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ACC23. [§11B-606 CBC] Lavatories**:**

a. A clear floor space 30" by 48" positioned for a forward approach and shall have knee and toe clearances.
RESPONSE:

b. All lavatories and sinks shall be installed with the front of the higher of the rim or the counter surface 34" maximum above the finish floor or ground.
RESPONSE:

c. Water supply and drain pipes under lavatories shall be insulated or otherwise configured to protect against contact. There shall be no sharp or abrasive surfaces under lavatories and sinks.
RESPONSE:

d. Controls for faucets shall comply with operable parts. Hand-operated metering faucets shall remain open for 10 sec. minimum.
RESPONSE:

ACC24. [§11B-609 CBC] **Grab Bars:**

a. The space between the grab bar and projecting object above shall be 12" minimum. *The vertical grab bar shown above the side-wall grab bar in both restrooms appears to protrude into the 12" clear space above the side-wall grab bar. Please revise.*
RESPONSE:

ACC25. **Bathroom** Accessories**:**

a. Mirrors located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 40" maximum above the finish floor or ground. [§11B-603.3 CBC] *Provide dimensions.*
RESPONSE:

b. Where towel, sanitary napkins, waste receptacles, and other similar dispensing and disposal fixtures are provided in toilet facilities, at least one of each type shall be located on an accessible route. All operable parts, including coin slots, shall be 40" maximum above the finished floor. [§11B-603.5 CBC] *Revise heights.*
RESPONSE:

c. Toilet paper dispensers shall be 7" minimum and 9" maximum in front of the water closet measured from the centerline of the dispenser. The outlet of the dispenser shall be below the grab bar, 19" minimum above the finish floor and shall not be located behind the grab bar. [§11B-604.7 CBC] *Clarify 19" minimum height dimension on plans. Current height shown on 5/FSA5 appears to be at 18".*
RESPONSE:

SPACE ALLOWANCE & REACH RANGES

ACC26. At least one and not less than 5% of all lockers shall be made accessible to persons with disabilities, including clear space, reach range requirements, and a path of travel not less than 36" in clear width shall be provided to these lockers. [§11B-225.2.1 CBC] *Please clarify for lockers shown in Storage 856.*
RESPONSE:

ACC27. The minimum clear width required to turn 180° around an element shall be 42" wide minimum approaching the turn, 48" minimum during the turn, and 42" minimum leaving the turn where the obstruction is less than 48" in length. [§11B-403.5.2 CBC] *Provide dimensions in Sales 850 area.*
RESPONSE:

ACC28. The minimum clear width for walking surfaces shall be 36" minimum but may be reduced to 32" minimum at a point 24" long maximum, provided that reduced width segments are separated by segments that are 48" long minimum and 36" wide minimum. [§11B-403.5.1 CBC] *Provide dimensions in Sales 850 area.*
RESPONSE:

ACC29. [§11B-226 CBC] **Work Surfaces:**

a. Where work surfaces are provided for use by other than employees, at least 5 percent shall comply with 11B-902. *Provide compliance at all work surfaces such as the coffee condiment counter, etc.*
RESPONSE:
b. The tops of tables and counters shall be 28" minimum to 34" maximum from the floor or ground.
RESPONSE:
c. Where food is served at a counter exceeding 34" in height, a portion of the main counter 60" in length shall be provided in compliance with section 11B-902.3.
RESPONSE:

ACC30. [§11B-227 CBC] **Sales & Service:**

a. Where provided, check-out aisles, sales and service counters and lines shall comply with sections 11B-227 and 11B-904, and be provided a quantity in accordance with table 11B-227.2. Where counters or aisles serve different purposes or are dispersed, compliant counters shall serve like purposes and be dispersed.
RESPONSE:
b. Where provided, at least one accessible counter shall be provided and comply with 11B-904.4. [§11B-227.3 CBC]
RESPONSE:
c. When not all check-out aisles are accessible, the accessible aisles shall be identified by the International Symbol of Accessibility sign. The sign should be 4" x 4" minimum. [§11B-904.3.4 CBC]
RESPONSE:
d. Counters shall be 36" long minimum, and 28" min. and 34" high max. above the finish floor. [§11B-902.3 CBC]
RESPONSE:
e. Counters 36" wide minimum shall be provided with a parallel or forward approach, with floor clearances per 11B-305. Forward approaches shall also be provided with the knee and toe clearances of 11B-306. [§11B-904.4.1 CBC]
RESPONSE:
f. The accessible portion of the counter top shall extend the same depth as the sales or service counter top. [§11B-904.4 CBC]
RESPONSE:

ACC31. [§11B-309 CBC] Operable **Parts:**

a. Clear floor space complying with Section 11-309.2 that allows a forward or parallel approach by a person using a wheelchair shall be provided at controls, dispensers, receptacles, and other operable equipment.
RESPONSE:
b. Controls and operating mechanisms shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls shall be no greater than 5 pounds. See section for exception. [§11B-309.4 CBC]
RESPONSE:
c. The highest operable part of all controls, dispensers, receptacles, and other operable equipment shall be placed within 48" of the floor but not lower than 15". Also specified in section 11B-308,

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obstructed forward approach shall have a high forward reach of 48" or 44" maximum where the reach depth is 20" or 25" maximum, respectively. Obstructed side reach shall have a height of 34" and 48" maximum where depth of obstruction shall be 24" and 10" maximum, respectively. More than 10" depth and maximum depth 24" the high side reach shall be 46". [§11B-309.3 CBC]
RESPONSE:

d. The height of manual fire alarm boxes shall be a minimum of 42" and a maximum of 48", measured vertically, from the floor level to the highest point of the activating handle or lever of the box. [§907.4.2.2 CBC]
RESPONSE:

ACC32. [§11B-602 CBC] Drinking **Fountains:**

a. No fewer than two drinking fountains shall be provided. One drinking fountain shall comply with sections 11B-602.1 through 11B-602.6 and the other shall comply with 11B-602.7 CBC, drinking fountains for standing persons. If one drinking fountain complies with the requirements of 11B-602.1 through 11B-602.6 & 11B-602.7, then two drinking fountains shall not be required. [§11B-211.2 CBC]
RESPONSE:

b. Units shall have a clear floor space positioned for forward approach per 11B-305 (30"x48").
RESPONSE:

c. Drinking fountains shall be located completely within alcoves or otherwise positioned so as not to encroach into pedestrian ways. The alcove in which the water fountain is located shall be not less than 32" in width and 18" in depth. A side approach drinking fountain is not acceptable.
RESPONSE:

d. Drinking fountains shall be a minimum of 18" and a maximum of 19" in depth.
RESPONSE:

e. Drinking fountains shall be provided with knee and toe clearances per 11B-306.
RESPONSE:

f. Spout outlets shall be 36" maximum above the finish floor.
RESPONSE:

g. Spout shall be located 15" minimum from a vertical support and 5" maximum from the front edge of the unit.
RESPONSE:

h. Spouts shall provide a flow of water 4" high minimum. Where spouts are located less than 3" from the front face of the unit the angle of the water stream shall be 30° maximum. Otherwise, the angle of water stream shall be 15° maximum.
RESPONSE:

i. **Drinking Fountains for Standing Persons:** Spout outlets shall be 38" minimum and 43" maximum above the finish ground floor.
RESPONSE:

ACC33. [§11B-220.2 CBC] **Point of Sale Devices:**

a. Where point-of-sale devices are provided, all devices at each location shall comply with Sections 11B-707.3, and 11B-707.7.2, and 11B-707.9. Where point-of-sale devices are provided at check stands and sales and service counters required to comply with Sections 11B-227.2 and 11B-227.3, they shall comply with Sections 11B-707.2, 11B-707.7.2, and 11B-707.9. [§11B-220.2 CBC]
RESPONSE:

GREEN BUILDING COMMENTS - MARTIN PASAMBA/ MARTIN.PASAMBA@BUREAUVERITAS.COM

GB1. Newly constructed projects and additions which disturb less than one acre of land and not part of a larger common plan of development shall prevent pollution of storm water runoff from construction activities through one of the following measures: [§5.106.1 CGBC]

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a. Local Ordinance
b. Best Management Practices: Prevent the loss of soil through wind or water erosion by implementing an effective combination of erosion and sediment control and good housekeeping BMP's
RESPONSE:

GB2. Please provide short term bicycle parking for the newproject where the project is anticipated to generate visitor traffic. Provide permanently anchored bicycle racks within 200 feet of the visitors' office for 5% of new visitor motorized vehicle parking spaces being added, with a minimum of one-two bike capacity rack. [§5.106.4.1.1 CGBC] *Please prove manufacturer specifications and anchorage calculations.*
RESPONSE:

GB3. Please provide long term bicycle parking for new buildings with tenant spaces with 10 or more tenant occupants, provide secure bicycle parking for 5% of the tenant-occupant-occupant vehicular parking spaces with a minimum of one bicycle parking facility. [§5.106.4.1.2 CGBC]
RESPONSE:

GB4. The mandatory provisions of the Green Building Standards Code shall apply to new buildings, building additions of 1000 sq. ft. or greater and/or alterations with a permit valuation of $200,000 or above. [§301.3 CGBC] *Provide nonresidential green building notes on plans.*
RESPONSE:

GB5. Provide a construction waste management plan reducing waste a minimum of 65%. [§5.408.1 CGBC]
RESPONSE:

GB6. Provide electric vehicle charging infrastructure which shall comply with 5.106.5.3.1 CGBC, provided in accordance with additional requirements per California Building and Electrical Codes. Refer to Table 5.106.5.3.1 CGBC for required total EV capable spaces.
RESPONSE:

GB7. Electric vehicle charging stations, EVCS, shall be provided per Table 5.106.5.3.1. Accessible EVCS shall be made available per 5.106.5.3.4 CGBC, 11B-228.3 CBC. Specify location, provide applicable details, etc. Additional comments may follow upon next submittal.
RESPONSE:

ENERGY COMMENTS - MARTIN PASAMBA/ MARTIN.PASAMBA@BUREAUVERITAS.COM

EnG1. Please provide applicable nonresidential energy compliance forms, i.e. building envelope (NRCC-ENV-E), electrical power (NRCC-ELEC-E), electric ready (NRCI-ELC-E), fenestration, lighting, mechanical, plumbing, solar, etc. Additional comments may follow upon next submittal.
RESPONSE:

ELECTRICAL COMMENTS - MARTIN PASAMBA/ MARTIN.PASAMBA@BUREAUVERITAS.COM

E1. The energy documentation plans shall be signed by the documentation author.
RESPONSE:

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E2. Since series rating is used for short circuit protection:

a. Indicate the series combination interrupting rating of overcurrent devices. Identify on the plan, the fuse class and the circuit breaker manufacturer, model designation, type and electrical rating used as part of series rating. Include manufacturer specification sheet(s).
b. Series combination interrupting rating shall not be used when the second device in the series is subjected to a total connected full load motor current of more than 1% of it's AIC rating.
c. Motor circuit protectors shall not be used as part of a series combination interrupting rating.
d. If series combination ratings are used, provide a cautionary label to the series rated device cover stating "Caution - Series Rated System available". Identified replacement component required by the CEC section reference below. (CEC 240.86, 110.3, 110.22(C), UL Recognition)
RESPONSE:

E3. Indicate AIC rating on each panel schedule of new panels.
RESPONSE:

E4. Where the bottom of the outdoor lighting luminaire is mounted 24 feet or less above the ground, it shall be controlled as follows: Show on the plans.

a. Shall be motion sensors or other lighting control systems that automatically controls lighting in accordance with Item B in response to the area being vacated of occupants; and
b. Shall be capable of automatically reducing the lighting power of each luminaire by at least 40 percent but not exceeding 90 percent, or provide continuous dimming through a range that includes 40 percent through 90 percent, and
c. Shall employ auto-ON functionality when the area becomes occupied; and
d. No more than 1,500 watts of lighting power shall be controlled together. 130.2(c)(3)
RESPONSE:

E5. Provide load calculations.
RESPONSE:

E6. Add the following notes to the plans:

a. “All electrical work shall be designed per (Local AHJ) Electrical Code, 2022 California Electrical Code, 2020 National Electrical Code, and 2022 Building Energy Efficiency Standards.”
b. “All electrical equipment shall be labeled, listed, or certified by a Nationally Recognized Testing Laboratory accredited by the United States Occupational Safety Health Administration.”
c. Certified acceptance test technician (ATT) is required to test applicable installed controls before the final occupancy permit is provided. ATTs are not required to be third-party inspectors and can be the installing contractor certified via a California Energy Commission approved Acceptance Test Technician Certification Provider (ATTCP).
d. “The maximum combined voltage drop on both installed feeder conductors and branch circuit conductors to the farthest connected load or outlet shall not exceed 5 percent.”
RESPONSE:

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MECHANICAL COMMENTS – HENRY PIO, P.E. / HENRY.PIO@BUREAUVERITAS.COM

M1. The licensed professional who takes the responsibility of the mechanical plans shall be a mechanical engineer or architect. Fire Protection engineer license is not acceptable.
RESPONSE:

M2. The minimum outside air that is provided shall not be less than the requirement of T24 BEES section 120.1, i.e. 15 CFM per person. Revise the plans to satisfy T24 requirement. Revise the "OUTSIDE SUPPLY AIR CALCULATIONS"
RESPONSE:

M3. Filters shall be MERV-13 minimum. The Rooftop Unit Schedule on the submitted plans shows MERV-8, revise the plans to indicate the correct filters.
RESPONSE:

PLUMBING COMMENTS - MARTIN PASAMBA/ MARTIN.PASAMBA@BUREAUVERITAS.COM

P1. The licensed professional who takes the responsibility of the mechanical plans shall be a mechanical engineer or architect. Fire Protection engineer license is not acceptable.
RESPONSE:

P2. The minimum slope for gravity drainage pipes shall be 2% (1/4" per foot) minimum, revise the plans to reflect 2% slope. Call out the slope on the plumbing floor plan.
RESPONSE:

STRUCTURAL COMMENTS - MARTIN PASAMBA/ MARTIN.PASAMBA@BUREAUVERITAS.COM

S1. Provide a complete set of roof framing plans for fuel canopy. Include details and references at appropriate locations. Additional corrections may apply once the plans can be thoroughly checked. [§107.2 CBC]

S2. Please provide structural calculations. Calculations shall include analysis for supporting beams, posts, foundation and complete lateral analysis. Plans and calculations shall be prepared and signed by a licensed architect or a registered engineer [§5536.1, 6735 California Business and Profession Code] *Please provide for Service Building, Fuel Canopy, anchorage & baseplate calculations for fuel dispenser, equipment, rack & shelving, trash enclosure walls, etc. Additional comments may follow upon a complete submittal.*
RESPONSE:

S3. Please provide truss layout & calculations for truss system of service building as shown on sheet FSS3. Please have EOR provide a review conformance letter or stamp identifying the truss layout & calculations have been incorporated into the design of the structure. Additional comments may follow upon review of truss package.
RESPONSE:

S4. Please provide manufacturer specifications of canopy attached to service building.
RESPONSE:

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S5. Soil bearing pressure is limited to 1500 lbs/sq ft. unless soils report recommends otherwise. [Table 1806.2 CBC]
RESPONSE:

S6. A soils investigation is required in Seismic Design Categories C, D, E, and F. In addition to the requirements of 1803.6, the report shall at a minimum address slope instability, liquefaction, total and differential settlement, and surface rupture, and lateral pressure on basements/retaining walls due to earthquake motions. The report shall also include an assessment of the potential consequences due to such factors. [§1803.5.11 CBC]
RESPONSE:

END OF COMMENTS

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[redacted]

Occupancy: B
Type of Construction: V
Sprinklers:
Stories: 1
Floor Area (s.f.): 1,041
Fire Hazard Severity Zone/ WUI: No
Fire Alarm: -

Bureau Veritas has completed the first plan review of the below listed documents on behalf of the [redacted]

GENERAL INSTRUCTIONS

1. This plan review has been made to verify conformance to minimum requirements of codes and ordinances adopted by the [redacted] in effect for this project include the 2019 editions of the California Building Code (CBC), California Green Building Code (CGBC), California Plumbing Code (CPC), California Mechanical Code (CMC), California Electrical Code (CEC), and California Energy Code (CEnC). The CBC is based on the 2018 editions of the *International Building Code*, which was published by the *International Code Council*. The CPC and CMC are based on the 2018 edition of the *Uniform Plumbing* and *Mechanical Codes*, respectively, which were published by IAPMO. The CEC is based on the 2017 edition of the *National Electrical Code* published by the National Fire Protection Association (NFPA). Applicable code sections are referenced after each item in this list.
2. These plans and documents have been reviewed for compliance with the applicable code requirements of the jurisdiction. The stamping of these plans shall not be held to permit or be an approval of a violation of any applicable codes and/or standards nor relieve the owner, design professional of record or contractor of compliance with any applicable codes and/or standards. Plan review of documents does not authorize construction to proceed in violation of any federal, state, nor local regulation.
3. The review does not necessarily include errors and omissions. Complete compliance is the responsibility of the designer.
4. All comments shall be resolved on the plans prior to the recommendation to the governing body for approval.
5. The comments identified in other sections of this review require clarifications/corrections before this plan check can be completed.
6. For reference for explanations in the examiner's comment sections, *italic* text refers to the initial submittals, **bold** text on second submittals, and underlined text on third submittals.
7. Please annotate your response in the areas on each comment, please see the comment section,
8. Submit a list **showing any changes to the plan** or previously submitted documents that are not the result of the plan check comments. Please "cloud" and/or "delta" all revisions made on plans due to this comment list as well as any other design changes.

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IN ORDER TO PROCESS THIS PLAN REVIEW PLEASE PROVIDE THE NAME AND PHONE NUMBER OF THE INDIVIDUAL WHO PREPARED THESE PLAN REVIEW RESPONSES
NAME: _____ **PHONE:** _____

Please provide THREE full new physical sets of plans or ONE full COMPLETE electronic submittal, with supporting documentation, and answers to ALL comments listed in the comment section and submit to:

[redacted]

Respectfully Submitted,

Charles Ruiz
Plans Examiner
250 N. Westlake Blvd., Ste. 150, Westlake Village, CA, 91362
Charles.ruiz@bureauveritas.com
805-230-2888

Please write the sheet number, detail number, and/or location indicating where the comment is located. ***Please be specific as to where comment items have been addressed so that recheck may be expedited.*** *To aid in the plan review process—please indicate in the space adjacent to each comment or on a separate sheet, the sheet and the exact location on the sheet where corrections have been made (e.g., Detail S of Sheet 3). Please "cloud" and/or "delta" all revisions made on plans due to this comment list as well as any other design changes.*

JURISDICTIONAL COMMENTS

1. Submit plans and supporting documents in electronic format to recheck@palmspringsca.gov. Plans submitted in electronic format must have restrictions remove from the security settings. Electronic plans with restrictions to markups, printing, or stamping will not be approved. If the file is larger than 25MB, please upload plans to https://spaces.hightail.com/uplink/PSBuilding
   Email subject line should read: RE-CHECK for (PERMIT # & ADDRESS)
   RESPONSE:_____

Client Response:

ARCHITECTURAL COMMENTS – CHARLES RUIZ, CHARLES.RUIZ@BUREAUVERITAS.COM

2. All sheets of the plans and the first sheet of the calculations are required to be signed by the California licensed architect or engineer responsible for the plan preparation. Please include the California license number, seal, and date of license expiration and the date the plans are signed. [§ 5536.1, 6735 California Business and Profession Code] *It appears stamp is missing from signature.*
   RESPONSE:_____

3. Provide a sheet index on the front sheet of the plans. [§ 107.2 CBC] *Please provide sheet K7.2 it appears details on sheet K7.0 refers to sheet.*
   RESPONSE:_____

4. Provide an egress plan showing the number of occupants for proposed space. Specify the required width and actual width of all egress components. (doors, stairways, corridors, etc.) Specify the travel distance for each area. [§107 CBC]
   RESPONSE:_____

5. Specify the existing and proposed uses of all rooms and areas. [§ 107.2 CBC] *Please provide separate existing/ proposed plans sheets for next submittal. Additional comments may apply.*
   RESPONSE:_____

6. Note on the plans: "All exits are to be openable from inside without the use of a key or special knowledge." In lieu of the above requirement, in Group A occupancies having an occupant load of 300 or less, Group B, F, M and S and in places of religious worship, you may note "Provide a sign on or near the exit doors reading ***THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED***." This signage is only allowed at the main exit. [§ 1010.1.9 & 1010.1.9.3 CBC]
   RESPONSE:_____

Client Response:

ACCESIBILITY COMMENTS - CHARLES RUIZ, CHARLES.RUIZ@BUREAUVERITAS.COM

7. [§11B-202.1 CBC] Additions and alterations to an existing building or facilities shall comply with the following: *Additional comments may apply.*
   a. The area alteration or addition must fully comply.
      RESPONSE:_____
   b. A primary entrance to the building or facility and the primary path of travel from accessible parking and from the public way to the specific area of alteration or addition must fully comply.
      RESPONSE:_____
   c. Sanitary facilities, and, when provided, drinking fountains and public telephones, serving the alteration or addition must fully comply.
      RESPONSE:_____

8. A circle 1/4" thick, 12" in diameter, with a 1/4" thick triangle with a vertex pointing upward superimposed on and geometrically inscribed within the circle and within the 12" diameter, shall be provided at entrances to unisex toilet and bathing facilities. The vertices of the triangle shall be located 1/4" maximum from the edge of the circle. The triangle symbol shall contrast with the circle symbol, either light on a dark background or dark on a light background. The circle symbol shall contrast with the door, either light on a dark background or dark on a light background. [§11B-703.7.2.6.3 CBC]
   RESPONSE:_____

9. [§11B-604 CBC] **Water Closets and Toilet Compartments:**
   d. Water closet shall be positioned with a wall or partition to the rear and to one side. [§11B-604.2 CBC]
      RESPONSE:_____
   e. The centerline of the water closet shall be 17" minimum to 18" maximum from the side wall or partition, except that the water closet shall be 17" minimum to 19" maximum from the side wall or partition in ambulatory accessible toilet compartments. Water closets shall be arranged for a left or right handed approach. [§11B-604.2 CBC]
      RESPONSE:_____
   f. Clearance around a water closet shall be 60" minimum measured perpendicular from the side wall and 56" minimum measured perpendicular from the rear wall. A minimum 60" wide and 48" deep

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maneuvering space shall be provided in front of the water closet. [§11B-604.3 CBC]
RESPONSE:_____

g. The seat height of a water closet above the finish floor shall be 17" minimum and 19" maximum measured to the top of the seat. Seats shall not be sprung to return to a lifted position. Seat shall be 2" high maximum, except that 3" seats shall be permitted only in alterations where the existing fixture is less than 15" high. [§11B-604.4 CBC]
RESPONSE:_____

h. Water closet flush controls shall be hand operated or automatic. Flush controls shall comply with operable parts requirement except that they be located 44" maximum above the floor. Flush controls shall be located on the open side of the water closet except for ambulatory accessible. [§11B-604.6 CBC]
RESPONSE:_____

i. A side-wall grab bar shall be provided and shall be located on the wall closest to the water closet. In addition, a rear-wall grab bar shall be provided. Where separate grab bars are required on adjacent walls at a common mounting height, an L-shaped grab bar meeting the dimensional requirements for side-wall and rear-wall grab bars shall be permitted. [§11B-604.5 CBC]
RESPONSE:_____

j. The side-wall grab bar shall be 42" long minimum, located 12" maximum for the rear wall and extending 54" minimum from the rear wall with the front end positioned 24" minimum in front of the water closet. The rear-wall grab bar shall be 36" long minimum and extend from the center line 12" minimum on one side and 24" minimum on the other. [§11B-604.5.1 CBC]
RESPONSE:_____

10. Where dining and work surfaces are provided, at least 5 percent of the seating and standing spaces shall comply with an accessible clear space, and a dining/work surface top height of 28" minimum and 34" height maximum above the finish floor or ground. [§11B-226.1 CBC]
RESPONSE:_____

11. Curb ramps and blended transitions shall have detectable warnings. Detectable warnings shall extend 36" in the direction of travel. Detectable warnings shall extend the full width of the ramp excluding any flared sides. Detectable warnings shall consist of raised truncated domes. Truncated domes shall have a base diameter of 0.9" minimum and 0.92" maximum, a top diameter of 0.45" minimum and 0.48 maximum, and a height of 0.18 minimum and 0.22 maximum, a center-to-center spacing of nominal 2.3" minimum and 2.4" maximum and a base-to-base spacing of 0.65" minimum, measured between the most adjacent domes on a square grid. The detectable warning shall contrast visually with adjacent walking surfaces, either light on dark or dark on light. The material used to provide contrast shall be an integral part of the surface. Warning surfaces shall differ from adjoining walking surfaces in resiliency or sound on cane contact. [§11B-406.5.12 CBC]
RESPONSE:_____

Client Response:

ENERGY COMMENTS - MORTEZA BEHESHTI, P.E., MORTEZABEHESHTI@BUREAUVERITAS.COM

12. Provide a complete Mechanical, Electrical and Plumbing fixtures energy design detailing compliance with the Mandatory Measures and either the Performance or Prescriptive Methods of compliance.
RESPONSE:_____

13. A complete energy plan check will be performed after completed and/or the corrected energy design has been provided.
RESPONSE:_____

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14. For the lighting design provide Local lighting control, Multi-level Control, Shut-Off Control, Daylighting Control. ES 130.1
RESPONSE:_____

15. Each floor, each space (not exceeding 5,000 square feet), and each type (general, display, and ornamental) of lighting shall be individually capable of being automatically shut-off when the building is unoccupied. Include the control design. Automatic time switch control requires a 2 hour override. ES 130.1(c)
RESPONSE:_____

16. Occupancy controls are required to shut off all lighting. ES 130.1(c)5
RESPONSE:_____

Client Response:

ELECTRICAL COMMENTS - MORTEZA BEHESHTI, P.E., MORTEZABEHESHTI@BUREAUVERITAS.COM

17. The licensed professional to stamp and sign all plans per the California Business and Professions Code.
RESPONSE:_____

18. Please provide completed electrical plans for the proposed changes for review. Include existing equipment and new proposed changes to demonstrate compliance with the electrical code. I.e., egress lighting, hood design electrical design and Ansul and other interlock systems requirements.
RESPONSE:_____

19. Provide existing single line diagram ifintroducing a new panel. Include the following information:
    a. Number of meters.
    b. Service electrical description: (amperes, phase and voltage).
    c. Feeder overcurrent device and conductor sizing.
    d. Specify the Utility fault current available at the service equipment.
    e. For fault current mitigation, describe the electrical distribution equipment design as “engineered”, “fully rated” or “series rated”. Include the AIC specification rating of overcurrent devices throughout the system.
    RESPONSE:_____

20. For buildings that require two or more exits, emergency illumination is required to be installed at *exterior* exit door landings and/or vestibules. Please provide. CBC 1008.3.2
RESPONSE:_____

21. Ground fault circuit protection is required for commercial kitchens per CEC 210.8.
RESPONSE:_____

Client Response:

MECHANICAL COMMENTS - MORTEZA BEHESHTI, P.E., MORTEZABEHESHTI@BUREAUVERITAS.COM

22. The licensed professional to stamp and sign all plans per the California Business and Professions Code.
RESPONSE:_____

23. Provide Health department Approvals for Review.
RESPONSE:_____

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24. Include the following information for the existing HVAC requirements: Interior spaces intended for human occupancy shall be provided with active or passive space-heating systems capable of maintaining a minimum 68 degrees Fahrenheit at a level 3' off of the floor. Show basis for compliance. CBC 1204.1
RESPONSE:_____

25. Ensure the required smoke detection in the supply air duct of an *"air-moving system*" to shut-off of equipment for smoke control is provided. CMC Section 608.1
RESPONSE:_____

26. Electrical outlets are required to be installed within 25' of mechanical equipment. Please include outlet locations, the receptacle specifications (GFCI & weather-resistant), and the extra duty cover specification. CMC 303.8.5 & CEC 210.63
RESPONSE:_____

27. Provide the Kitchen exhaust and make-up air design for the kitchen Hood. See more comments regarding the new hood system below.
RESPONSE:_____

28. The ventilation air supply shall be sufficient to provide make-up air for exhaust systems. Provide an air balance schedule and specify all exhaust and make-up air systems that are required to be electrically interlocked. CMC 505.3
RESPONSE:_____

29. Environmental exhaust duct terminations may be no closer than 3' from a property line or 3' from openings back into the building. Revise the duct layout or clearly note on the plans that the exhaust termination will be no closer than 3' to the window. CMC 502.2.1
RESPONSE:_____

30. Product conveying exhaust terminations may be no less than 10' above grade, to the property line, or from openings back into the building or 3' from an exterior wall or roof. CMC 502.2.2
RESPONSE:_____

31. Provide complete kitchen hood plans, details, CAPTIVR AIR designs and calculations to show compliance with CMC, Chapter 5, Part II:
    a. Provide exhaust sizing calculations for kitchen hoods. CMC 508.10.1.1
    b. Show the required replacement air for each kitchen hood. Include an air balance schedule. CMC 511.3
    c. Provide grease duct air velocity calculations. (Minimum 500 fpm, Maximum 2,500 fpm) CMC 511.2.
    d. If *not installed interior* of an enclosure, then provide a section detail for the hood showing the relative dimensioned locations for the hood, duct, ceiling, and overhead construction framing of the floor or ceiling detailing minimum clearances. Be sure to describe the construction materials (combustible, limited combustible or non-combustible) used adjacent to the hood and duct. CMC 507.3
    e. Describe the wall construction behind the hood on provided details. If combustible, provide the hood installation instructions allowing installation adjacent to combustibles or include detailing of the clearance reduction design on the plans themselves. CMC 507.4
    f. A duct shaft is required in all multistory buildings and in (1 story buildings with rated roof/ceiling assemblies). Provide a shaft design complying with CMC 510.7
    g. The duct shaft size exceeds the building framing spacing. Revise the duct and shaft size or detail the modifications necessary to the building framing.
    h. Detail the slope (1/4"/foot/minimum) on the horizontal grease duct back towards the hood. CMC 510.1.3

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i. Detail the kitchen hood duct termination clearances as per CMC 510.9 (Type I) or CMC 510.10 (Type II).
RESPONSE:_____

32. Show the required cleanouts CMC 510.3.3) for the grease duct:
    a. At changes in direction and
    b. Horizontal ducts require at least one 20" X 20" opening for personnel entry. Note: If access sizing (20" X 20") is not possible, cleanouts are required to be installed every 12'.
    c. If the duct is not accessible from a 10' stepladder, a platform is required. Please detail. CMC 510.3.3.2
    d. Vertical ducts require an access at the top or, if personnel entry is not possible, a cleanout at each floor level.
    RESPONSE:_____

33. Deep fat fryers must be installed no closer than 16" from the fryer to surface flames from an adjacent appliance. CMC 515.1.1.3.
    RESPONSE:_____

34. When relocating or installing new ductwork specify compliance with CMC 603.4.1 for length limitations for factory made flexible air ducts (5') and use (not to be used for rigid elbows or fittings).
    RESPONSE:_____

35. ANSUL system has not be specified or designed. Please provide completed fire protection and integration with fire alarm system(s) for review.
    RESPONSE:_____

Client Response:

PLUMBING COMMENTS – MORTEZA BEHESHTI, P.E., MORTEZABEHESHTI@BUREAUVERITAS.COM

36. The licensed professional to stamp and sign all plans per the California Business and Professions Code.
    RESPONSE:_____

37. Provide Health department Approvals for Review.
    RESPONSE:_____

38. Please complete the plumbing plans for review. The following comments are based per provided plans.
    RESPONSE:_____

39. Indirect waste pipe for ice-making machines shall be not less than the drain on the unit and in no case less than 3⁄4 of an inch (20 mm). CPC 801.3.1
    RESPONSE:_____

40. Please complete the waste and vent diagrams by including the pipe size(s) for Ice maker drain; the slope and direction of all pipes.
    RESPONSE:_____

41. Provide a plumbing material schedule on the plans describing the following systems: Potable water piping, the drain, waste, and vent piping, gas piping, and the roof drains.
    RESPONSE:_____

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42. Provide the site plumbing plans showing the locations of the gas and water meters, the site gas and water supply piping and the pipe sizing, cleanouts, routes, and slopes for both the sewer and storm drainage systems.
RESPONSE:_____

43. Please provide a commercial kitchen grease interceptor design for review. Provided detail to cut off the pie is unclear. Please correct and clarify design.
RESPONSE:_____

44. For backwater valve review, please show the upstream sewer manhole rim and finished floor elevations. CPC 710.0
RESPONSE:_____

45. Please include information or completed calculations and specification (and other venting details etc) for the Grease Interceptor.
RESPONSE:_____

46. Please include UL 197 listing information for the kitchen equipment shown.
RESPONSE:_____

47. If designing a combination waste and vent system: Detail the tailpiece connection, pipe sizing, and identify the limits of the combination waste and vent system. CPC 910.0 & Appendix "B".
RESPONSE:_____

48. Detail how the floor drain trap seal is to be maintained. CPC 1007.0
RESPONSE:_____

49. Floors shall slope to the floor drain(s) location(s). Please detail on the architectural floor plans. CPC 418.5
RESPONSE:_____

50. Hot water is required for public use washing fixtures such as lavatories. Please provide or indicate existing design. CPC 601.2.
RESPONSE:_____

51. Show the required self closing or self closing metering faucets for the lavatories intended to serve the restaurant. CPC, Section 407.4.
RESPONSE:_____

52. Describe the method of compliance for temperature limitations for the following fixture types: (public use lavatories (limited to 110 degrees/ Energy Standards 110(c)3) and (bathtubs, bidets, and showers (120 degrees/CPC 408.3, 409.4).
RESPONSE:_____

53. Provide gas line plans and calculations showing gas demands, pipe lengths, and pipe sizing. CPC 1216.0
RESPONSE:_____

54. Detail the gas regulator requirements: An accessible shut-off valve installed prior to the regulator and vented to the exterior. CPC 1208.7.5(1) & 1210.11
RESPONSE:_____

55. Include the gas piping sediment trap installed downstream of the appliance shutoff valve as close to the inlet of the appliance as practical. Exceptions: Appliances with an internal sediment trap,(or) ranges, clothes

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dryers, gas fireplaces, and outdoor grilles. CPC 1212.8.
RESPONSE:_____

56. Provide the following information concerning the water heater:
    a. Show water heater type, size, and location on plans. CPC 501.0
    b. Show that water heater is adequately braced to resist seismic forces. Provide two straps. One strap at top 1/3 of the tank and one strap at bottom 1/3 of the tank. CPC 507.2
    c. Show P & T valve on water heater and detail the drain routing to the exterior. It may not be installed upwards from the valve. CPC 608.5
    d. Detail the requirements for the attic installation of water heaters: access opening sizing, passageway description (available height, maximum length and minimum width, walkway material type, platform sizing, the light and receptacle placement, and the overflow protection. CPC 507.4 & 508.4
    e. Provide combustion air design: Show opening sizes and routing of ducts. CPC 506.0
    f. Detail the water heater vent installation: Size, routing, slope, and termination location (Minimum 8' from vertical surfaces). CPC 509.0
    g. Gravity vent water heaters may not be installed in the same area with air moving equipment (clothes dryers). Please address.
    RESPONSE:_____

Client Response:

STRUCTURAL COMMENTS – CHARLES RUIZ, CHARLES.RUIZ@BUREAUVERITAS.COM

57. Please provide calculations for new hood anchorage.
    RESPONSE:_____

Client Response:

END OF COMMENTS

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Project Description: New SFR with Subterranean Garage, Basement, Pool/spa foundation walls, site walls, new pool/spa inside edge, landscape, vehicular gate/pilasters, water features, new 600 amp, ejector sum pump/foundation pumps, elevator, xerexes 6000 gallon below groun pool
Project Address: [redacted]
Application/ Perm[redacted]

Occupancy: R3/U
Type of Construction: VB
Sprinklers: Yes
Stories:
Floor Area (s.f.):
Fire Hazard Severity Zone/ WUI: Yes
Flood Zone: -
Fire Alarm: -

Bureau Veritas has completed the first plan review of the below listed documents on behalf of the [redacted]

GENERAL INSTRUCTIONS

- This plan review has been provided to verify conformance of the minimum requirements of codes and ordinances adopted by the [redacted]. Codes in effect for this project include: Building Code (Title 26), Electrical Code (Title 27), Plumbing Code (Title 28), Mechanical Code (Title 29), Residential Code (Title 30), Green Building Standards Code (Title 31), Existing Building Code (Title 33) of the 2023 Los Angeles County Code, adopting the 2022 edition of Title 24 of the California Code of Regulations. Part 6 of Title 24 of the California Code of Regulations has been adopted as the Energy Code for the City.
- Before approval for code compliance or issuance of a building permit, the documents included for construction require the information, revisions, and comments indicated on the following pages. The approval of plans and specifications does not permit the violation of any section of the building code, ordinance, or law.
- Respond individually to each correction item provided on this list. Space has been provided below each comment for your responses. Corrections that do not include a response will remain on this list pending applicant response.
- If red marks are provided with this correction list, responses shall be included in a distinguishable color adjacent to the red mark. Please resubmit all red-marked plans along with the revised plans upon the following submittal to the City.
- Cloud all changes made to the revised plans upon each subsequent plan submittal in order to expedite the plan review.
- Notify staff of any significant changes made to the plans that are not a direct result of the correction items provided below.

IN ORDER TO PROCESS THIS PLAN REVIEW PLEASE PROVIDE THE NAME AND PHONE NUMBER OF THE INDIVIDUAL WHO PREPARED THESE PLAN REVIEW RESPONSES
NAME: _____ PHONE: _____

Please provide ONE full COMPLETE electronic submittal, with supporting documentation, and answers to ALL comments listed in the comment section and submit to:

[redacted]

Respectfully Submitted,

Architectural/Structural:
Joe Medina, M.S. | joe.medina@bureauveritas.com | 626.325.9800

Grading/ Landscape/ Irrigation:
Abteen Shirehjini, MSSE, PE | abteen@shirehjini.com | 213.459.0954

Please write the sheet number, detail number, and/or location indicating where the comment is located. ***Please be specific as to where comment items have been addressed so that recheck may be expedited.*** *To aid in the plan review process—please indicate in the space adjacent to each comment or on a separate sheet, the sheet and the exact location on the sheet where corrections have been made (e.g., Detail S of Sheet 3). Please "cloud" and/or "delta" all revisions made on plans due to this comment list as well as any other design changes.*

JURISDICTIONAL COMMENTS

1. Provide a statement on the title sheet of the plans stating that this project shall comply with: Building Code (Title 26), Electrical Code (Title 27), Plumbing Code (Title 28), Mechanical Code (Title 29), Residential Code (Title 30), Green Building Standards Code (Title 31), Existing Building Code (Title 33) of the 2023 Los Angeles County Code, adopting the 2022 edition of Title 24 of the California Code of Regulations. Part 6 of Title 24 of the California Code of Regulations has been adopted as the Energy Code for the City. *Update all notes on these plans to show compliance with latest adopted 2023 LA County Building Codes*
   RESPONSE:

2. All sheets of the plans and the first sheet of the calculations are required to be signed by the California licensed architect or engineer responsible for the plan preparation. Please include the California license number, seal, and the date the plans are signed. Section 5536.1, 6735 California Business and Profession Code. This comment will remain until final submittal.
   RESPONSE:

3. Please provide the City of Malibu Type V sheets on plans.
   RESPONSE:

4. Deferred submittals.
   (Include in cover list)

a. Fire sprinkler.
RESPONSE:

5. Separate submittal:
(Include in cover list)
   a. PV system.
   RESPONSE:

6. Energy Storage system required to be a **separate permit**. Please include it on the title sheet.
RESPONSE:

7. Provide Approved Fire department approval set **showing Occupancy Type.**
RESPONSE:

8. Remove the Not for Construction statement from plans.
RESPONSE:

9. Please include Linear feet of Site retaining walls that are being proposed on the scope of work
RESPONSE:

10. Please label proposed site walls on site plan to verify with permit description. Additional comments may apply.
RESPONSE:

11. Provide a Building Code Data Legend on the Title Sheet. [§ R106.1.1 CRC] Include the following code information for each building proposed:
    a. Floor Area _____
    b. APN # _____
RESPONSE:

12. Per site plan, a new 7,450 Gallon Microseptic tank is being proposed. Please provide any structural work if being done. Please provide the required documents and permits.
RESPONSE:

13. Per civil plan, 2 new 8,000 Gallon tanks are being proposed. Please provide any structural work if being done. Please provide the required documents and permits. Please Additionally, verify that tanks are rated for vehicular load.
RESPONSE:

14. A Xerexes 6000-gall underground pool overflow tank is being proposed per permit CC25-0024. Please provide location, and any structural items related to the proposed item. Such as walls, foundation, connection, etc.
RESPONSE:

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ARCHITECTURAL COMMENTS

15. Finish grade around the structure/addition shall slope away from the foundation a minimum of 6" for a minimum distance of 10 feet. Include a note on the site plan or show on a foundation detail. [§R401.3 CRC]
    RESPONSE:

16. Buildings shall be setback from slopes steeper than 3:1 in accordance with CRC R403.1.7. Show building setbacks from slopes on the site plans where required. Show and specify height of slopes used to determine the required setbacks on the plans. [Figure §R 403.1.7.1 CRC]
    a. Show the setback distances from the top and toe of all slopes and the elevations of adjacent lots. Specify the height of the slope.
    b. Building foundations shall be located clear of the toe of all slopes by a minimum distance of ½ the height of the slope, but need not exceed 15 feet maximum.
    c. Building foundations shall be located clear of the top of all slopes or retaining structures by a distance of 1/3 the height of the slope, but need not exceed 40 feet.
    RESPONSE:

17. For sprinklered dwellings, openings between the garage and residence shall only need to be self-closing, self-latching. [§R302.5.1 CRC] Show for door 01B/01C
    RESPONSE:

18. Use minimum 26-gage metal ducts, where the wall or ceiling separating the garage from the dwelling is pierced by ducts. Ducts shall have no openings into the garage. [§R302.5.2 CRC]
    RESPONSE:

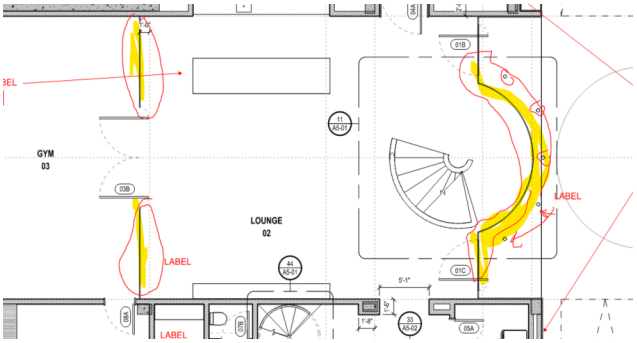
19. Other penetrations between the dwelling and the garage shall comply with CRC Sec. R302.11 Item 4. [§R302.5.3 CRC]
    RESPONSE:

20. The garage shall be separated from the dwelling unit and its attic area by means of a minimum ½" gypboard applied to the garage/carports side. Show on the floor plan or on a section. [§R302.6 & Table R302.6 CRC]
    RESPONSE:

21. Garages and/or carports beneath habitable rooms shall be separated from all habitable rooms above by not less than 5/8" type X gypboard. [Table R302.6 CRC]
    RESPONSE:

22. Please label separation item (not clear if it's a wall) of garage to lounge, and lounge to gym. Are these windows? Walls?

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RESPONSE:

23. See previous comment. If glass is being proposed as separation of garage to lounge, note that this is **not allowed** per R302.5 CRC
    RESPONSE:

24. Newly constructed one-family dwellings with attached private garages shall comply with EV infrastructure requirements in accordance with the California Building Standards Code, Chapter 4, Division 4.1. [§R309.8 CRC]
    RESPONSE:

25. On window/door schedule, please be specific of which window will have safety glazing per section R308.4 CRC. Additional comments may apply after schedule revision
    RESPONSE:

26. For the window/door schedules, please show type on each corresponding item. Additional comments may apply.
    RESPONSE:

27. For the window/door schedules, please show U factor and SHGC coordinating with energy report.
    RESPONSE:

28. Please provide a note on plans that all glazing on showers will be tempered.
    RESPONSE:

29. Please provide drainage method/ slope for terrace/balconies.
    RESPONSE:

30. Provide 6" water feature construction detail. Show connections/waterproofing/construction material. Additional comments may apply
    RESPONSE:

31. Please clarify Bedroom 212 door. Plans show that it leads to a flat roof. Is this roof? Or a terrace/balcony? Please clarify and revise plans.
    Please note that this will be used as emergency egress.
    RESPONSE:

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32. Basements shall have not less than one operable emergency escape and rescue opening.[310.1 CRC]
Emergency escape and rescue openings shall be maintained free of any obstructions other than those allowed by this section and shall be operational from the inside of the room without the use of keys, tools or special knowledge. Window opening control devices and fall prevention devices complying with ASTM F2090 shall be permitted for use on windows serving as a required emergency escape and rescue opening and shall be not more than 70 inches above the finished floor. The release mechanism shall be maintained operable at all times.
RESPONSE:

33. Provide landings at exterior doors equal to the width of the door and a length in the direction of travel equal to 36 inches. Slope of exterior landings shall not exceed ¼" per foot (2% slope). [§R311.3 CRC]
See red marks on plans.
RESPONSE:

34. Landings at doors other than the required egress door shall not be more than 7-3/4" below the top of the threshold. [§R311.3.2 CRC]
RESPONSE:

35. Provide light over stairs with switch top and bottom. [§R303.7 CRC]
Provide for exterior stairs by study room leading to basement utility pool
Exterior stairways shall be illuminated. [§R303.7, 8 CRC]
RESPONSE:

36. Provide a minimum of 6 feet 8 inches clear above all portions of the stairs and landings. [§R311.7.2 CRC] This dimension is measured from a plane tangent to the stairway tread nosing.
Provide height for exterior stairs by study room leading to basement utility pool
RESPONSE:

37. Provide landing dimensions for spiral staircase by Bath 211. See red mark on sheet A1-02. [§R311.7.6 CRC]
RESPONSE:

38. Stairway riser height shall not exceed 7.75 inches maximum and minimum run shall be 10 inches. [§R311.7.5 CRC]
Show for details on sheet A5-01 and A5-02
RESPONSE:

39. Detail stairway profile to comply with the requirements of CRC Sec. R311.5.
Provide for exterior stairways and steps
RESPONSE:

40. Please provide the following on stairways details for all type of stairs.

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- Handrails shall be placed between 34 inches and 38 inches above the nosing of treads and landings. [§R311.7.8.1 CRC]
  RESPONSE:
- The handgrip portion of the handrail shall be either Type I or Type II as described in CRC Sec. R311.7.8.5, or provide equivalent grasp ability.
  RESPONSE:
- Space between handgrip and wall shall be not less than 1 ½ inches. [§R311.7.8.3 CRC]
  RESPONSE:
- Spacing between intermediate rails of open handrails serving as required guards shall be less than 4 3/8 inches. [§R312.1.3 CRC Exception]
  RESPONSE:
- Handrails are required on at least one side of each continuous run of treads with four or more risers. Show stairway railing/handrail on the floor plan. [§R311.7.8 CRC]
  RESPONSE:
- Stairway handrails shall not project more than 4-1/2 inches on either side of the stairway. [§R311.7.8.2 CRC]
  RESPONSE:
- Handrail ends shall be returned or shall terminate in newel posts or safety terminals. [§R311.7.8.4 CRC]
  RESPONSE:

41. Provide plans and specifications for proposed spiral stairs. Show the rise, run, width, headroom, and handrails for stairs. Provide the listing information and manufacturer specification/installation sheets. Provide approved shop plans and verify shop is an approved fabricator by the Building Department. Detail all connections of stair to foundation, walls, decks, etc. Provide structural calculations for all connections. [§R311.7.10.1 CRC] *Additional comments may apply.*
    RESPONSE:

42. The walking surface of treads and landings of stairways shall not be sloped greater than 1:48 (2% slope). [§R311.7.7 CRC]
    RESPONSE:

43. SheetA1-03: Please see red marked item. Is this a skylight? Please clarify. If applicable, please provide ICC listing or similar of the proposed skylight.
    RESPONSE:

44. Provide drain and overflow drain call outs on roof plans. It's not clear where the location of the drains.
    Applicable for lower roof/terraces if required.
    RESPONSE:

45. [308.6.3 CRC] For fully tempered or heat-strengthened glass, a broken glass retention screen meeting the requirements of Section R308.6.7 shall be installed below the full area of the glass, except for fully tempered glass that meets Condition 1 or 2 listed in Section R308.6.5.

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RESPONSE:

46. Unvented attic assemblies must comply with CRC Sec. R806.5. Assembly details and specifications shall be provided on the plans to demonstrate compliance.
RESPONSE:

47. It appears that are some small attic areas per section sheet. Please clarify ventilation/access. [§R806.2 CRC]
RESPONSE:

48. Provide the following for the Steam/sauna/spa
    - Manufacturer specifications/listing number on plans.
    - Attachment details to wall/foundation/roof.

    RESPONSE:

49. Please clarify and label if a fireplace is being proposed per detail IC4/A8-01.
Call out ICC Listing number, manufacturer's name and model number for manufactured fireplace. [§R106.1.1CRC]
Additional comments may apply.
RESPONSE:

50. [§R314.3 CRC] Smoke alarms shall be installed and maintained at all of the following locations:
    a. In each sleeping room. Primary bedroom 202 on sheet E-2.4
    RESPONSE:

51. The smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed. [§R314.4 CRC]
Exception. Interconnection is not required in buildings that are not undergoing alterations, repairs or construction of any kind.
RESPONSE:

52. Carbon monoxide alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source and shall be equipped with a battery backup. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection. [§R315.6 CRC]
RESPONSE:

53. Where more than one carbon monoxide alarm is required, the alarm shall be interconnected so that activation of one alarm activates all of the alarms in the individual unit. [§R315.5 CRC]
RESPONSE:

54. Note the requirements for carbon monoxide alarm/detection systems and installation on the plans. Carbon monoxide alarms shall be listed in accordance with UL 2034.

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Combination carbon monoxide and smoke alarms shall be listed in accordance with UL 2034 and UL 217. [§R315.1.1 CRC
RESPONSE:

55. At least one bathroom on the entry level shall be provided with reinforcement for grab bars, where there is no bathroom on the entry level, at least one bathroom on the second or third floor of the dwelling shall comply with CRC R327.1.1. Provide location and construction details showing compliance with this requirement.
RESPONSE:

56. Electrical receptacle outlets, switches and controls (including controls for heating, ventilation and air conditioning) intended to be used by occupants shall be located no more than 48 inches measured from the top of the outlet box and not less than 15 inches measured from the bottom of the outlet box above the finish floor. [§R327.1.2 CRC] See exceptions.
RESPONSE:

57. At least one bathroom and one bedroom on the entry level shall provide a doorway with a net clear opening of not less than 32 inches, measured with the door positioned at an angle of 90 degrees from the closed position; or, in the case of a two- or three-story single family dwelling, on the second or third floor of the dwelling if a bathroom or bedroom is not located on the entry level. [§R327.1.3 CRC]
RESPONSE:

58. Doorbell buttons or controls, when installed, shall not exceed 48 inches above exterior floor or landing, measured from the top of the doorbell button assembly. Where doorbell buttons integrated with other features are required to be installed above 48 inches measured from the exterior floor or landing, a standard doorbell button or control shall also be provided at a height not exceeding 48 inches above exterior floor or landing, measured from the top of the doorbell button or control. [§R327.1.4 CRC]
RESPONSE:

59. Please provide keynotes of exterior material on elevations to verify high fire hazard adequacy. What is being proposed? Stucco? Veneer? Etc.
RESPONSE:

60. Exterior wall covering shall be approved noncombustible material, ignition-resistant material (the ignition-resistant material shall be labeled for exterior use and shall meet the requirements of Section R337.4.2), fire-retardant-treated wood (the fire-retardant-treated wood shall be labeled for exterior use and shall meet the requirements of Section 2303.2 of the California Building Code). [§R337.7.3 CRC] *Provide material proposed.*
RESPONSE:

61. Roof gutters shall be provided with the means to prevent the accumulation of leaves and debris in the gutter. [§R337.5.4 CRC]
RESPONSE:

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62. The exposed roof deck on the underside of unenclosed roof eaves shall be approved noncombustible material, ignition-resistant material per section 704A.2, fire-retardant-treated wood labeled for exterior use and shall meet the requirements of Section 2303.2 of the California Building Code, materials approved for not less than 1-hour fire-resistance-rated construction on the exterior side per ASTM E119 or UL 263, one layer of 5/8" Type X gypsum board, or exterior portion of an approved one-hour wall assembly tested in accordance with ASTM E119 or UL 263. [§R337.7.5 CRC]
Provide material proposed.
RESPONSE:

63. Exterior porch ceilings shall be approved noncombustible material, ignition-resistant material, fire-retardant-treated wood labeled for exterior use per section 2303.2 of the California Building Code, materials approved for not less than 1-hour fire resistance-rated construction on the exterior side in accordance with ASTM E119 or UL 263, one layer of 5/8" Type X gypsum board, the exterior portion of an approved one-hour rated exterior assembly, or have the horizontal underside meet the performance criteria of SFM 12-7A-3 or ASTM E2957. [§R337.7.7 CRC]
Provide material proposed.
RESPONSE:

64. Enclosed eaves and eave soffits shall be approved noncombustible material, ignition-resistant material labeled for exterior use and Section R337.4.2, fire-retardant-treated wood per 2303.2 of the Building Code, materials approved for not less than 1-hour fire resistance-rated construction on the exterior side in accordance with ASTM E119 or UL 263, one layer of 5/8" Type X gypsum board, exterior portion of a 1-hour fire resistive exterior assembly applied to the underside of the rafter tails or soffit, or have the horizontal underside meet the performance criteria of SFM 12-7A-3 or ASTM E2957. [§R337.7.6 CRC]
Provide material proposed.
RESPONSE:

65. Exposed underside of floor projections over an exterior wall shall be approved noncombustible material, ignition-resistant material, fire-retardant-treated wood labeled for exterior use per section 2303.2 of the California Building Code, materials approved for not less than 1-hour fire resistance-rated construction on the exterior side in accordance with ASTM E119 or UL 263, one layer of 5/8" Type X gypsum board, the exterior portion of an approved one-hour rated exterior assembly, or have the horizontal underside meet the performance criteria of SFM 12-7A-3 or ASTM E2957. [§R337.7.8 CRC]
Provide material proposed.
RESPONSE:

66. Exterior doors shall be of approved noncombustible construction or ignition-resistant material, solid core wood having stiles and rails not less than 1-3/8 inches thick with interior field panel thickness no less than 1-1/4 inches thick, shall have a fire-resistance rating of not less than 20 minutes when tested according to NFPA 252 or meet the requirements of SFM-7A-1. [§R337.8.3 CRC]

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Show on door schedule
RESPONSE:

67. Exterior windows and exterior glazed doors shall be multipane glazing with a minimum of one tempered pane, glass block units, have a fire resistance rating of 20 minutes when tested in accordance with NFPA 257, or meet the requirements of SFM 12-7A-2. [§R337.8.2.1 CRC]
Show on door schedule and window schedule.
RESPONSE:

68. Enclosed framing in exterior balconies and elevated walking surfaces that are exposed to rain, snow or drainage from irrigation shall be provided with openings that provide a net-free cross-ventilation area not less than 1/ 150 of the area of each separate space. [§R317.1.3 CRC]

69. Where balconies or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious moisture barrier system shall not be concealed until inspected and approved. [§R109.1.5.3 CRC]
RESPONSE:

70. Guardrails [§R312.1 CRC]
    a. Shall be installed along open-sided walking surfaces, including stairs, ramps, and landings, that are located more than 30” above the floor or grade below at any point within 36” horizontally to the edge of the open side. [§R312.1.1 CRC]
    b. Shall have a height of not less than 42” measured vertically above the walking surface, or the line connecting the leading edges of the treads. Guards located on the open side of stairs may have a height not less than 34”. [§R312.1.2 CRC]
    c. Shall be detailed showing adequacy of connections to resist the live loads prescribed in CRC Table R301.5.
    d. Openings between railings shall be less than 4”. The triangular opening formed by the riser, tread and bottom element of a guardrail at a stair shall be less than 6”. Guards on the open sides of stairs shall have openings less than 4-3/8”. [§R312.1.3 CRC]

Please label guardrails on plans and provide detailing.
RESPONSE:

71. Private residence elevators shall comply with ASME A17.1/CSA B44. [§R321.1 CRC]
RESPONSE:

72. Provide manufacturer listing number and detailing of elevator proposed. Additional comments may apply.
RESPONSE:

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73. Please note that multiple red marks are on the plans. See all red marks on plans and provide responses.
RESPONSE:

POOL/SPA (Please note that this is applicable for each body of water proposed, exterior and interior)

74. Pools [§3109.4.4.2 CBC] Provide and comply with at least two (state law, Senate Bill No. 442) of the following drowning prevention safety features.
https://dpw.lacounty.gov/bsd/lib/fp/Building/Building%20Code%20Manuals/2017/BCM%203109.4.4%20A1%20Swimming%20Pools,%20Spas%20and%20Hot%20Tubs%20Enclosures%20and%20Safety%20Devices.pdf

    a. A pool enclosure in accordance with Section 3109.4.4.3.
    b. Removable mesh pool fencing meeting ASTM Specifications F2286 standards and a gate that is self-closing and self-latching which can accommodate a key lockable device.
    c. An approved safety pool cover meeting requirements of ASTM Specifications F1346-91.
    d. Exit alarms on those doors providing direct access to the pool.
    e. Self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on doors providing direct access from the home to the swimming pool.
    f. Swimming pool alarms that, when placed in pools, will sound upon detection of accidental or unauthorized entrance in the water meeting ASTM Standard F2208.

75. Show location of the security fence enclosing the pool. [§107.2 CBC]
RESPONSE:

76. Clarify utility pool room on basement level. Is this for pool equipment? Additional comments may apply after clarification.
RESPONSE:

77. Provide note on plans for suction outlets to be equipped with antientrapment grates. [§3109.2 CBC]
RESPONSE:

78. Provide a hydrostatic relief valve. [§107.2 CBC]
RESPONSE:

79. Provide information on typical lap splice, standard hook, minimum development length details, etc. on the plans. [§107.2 CBC]
RESPONSE:

80. Show location of gas meter, water meter, draft hydrant, electrical panels, etc. on the site plan. [§107.2 CBC]

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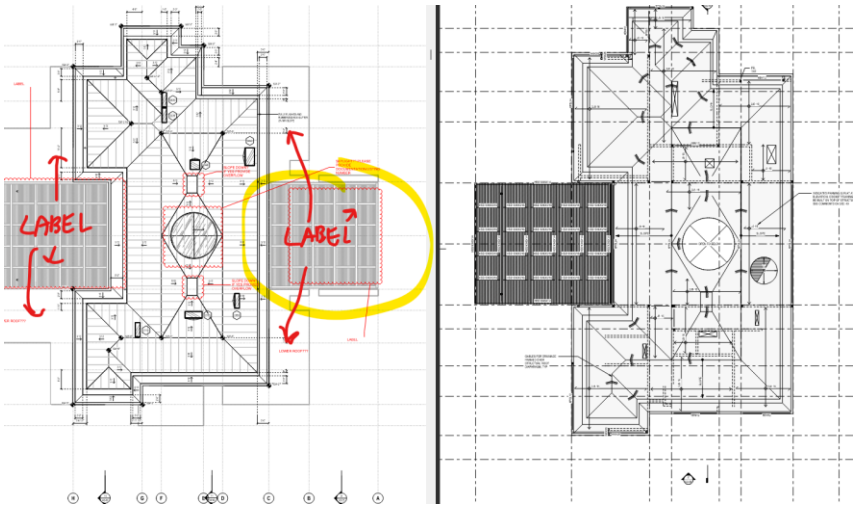
RESPONSE:

81. Provide at least one GFCI receptacle located a minimum of 6 feet and not more than 20 feet from inside of the pool. [§ 680.22 CEC]
RESPONSE:

82. If applicable, for the proposed pool pedestrian gate, gate will be required to comply with enclosure requirements. *Gate shall swing out, 3' wide.*
RESPONSE:

83. Provide location of proposed Sum pump and foundation pumps per permit CC25-0025.
RESPONSE:

84. Please label roofs on roof plan coordinating with structural. Label which ones are low roofs and trellises if applicable.



RESPONSE:

85. Clarify location of pool equipment on plans. Additional comments may apply.
RESPONSE:

GREEN BUILDING COMMENTS

86. For the proposed EV charging:
[4.106.4.1.1 CGBC] The service panel or subpanel circuit directory shall identify the overcurrent protective device for future EV charging as "EV CAPABLE". The raceway termination location shall be permanently and visibly marked as "EV CAPABLE".
RESPONSE:

ENERGY COMMENTS

87. Revise key note 6 on sheet M-2.1 to show correct kitchen hood CFM.

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In kitchen specify the local exhaust system vented to outdoors, the minimum exhaust rate shall follow table 150.0-G. At electric range add note on plan: no gas hook up at stove. (BEES 150(o), Exc. 5 to 150.2(a), & ASHRAE Std. 62.2). The minimum duct sizing shall comply with Table 150.0_H

Table 150.0-G:

DWELLING UNIT FLOOR AREA (ft^2)	HOOD OVER ELECTRIC RANGE	HOOD OVER NATURAL GAS RANGE
>1500	110 cfm	180 cfm
>1000-1500	110 cfm	250 cfm
750-1000	130 cfm	280 cfm
<750	160 cfm	280 cfm

RESPONSE:

88. Clearly show on a section or details the insulation and its R-value. [§R106.1 CRC] Additional comments may apply.
RESPONSE:

89. IAQ fan of 403 cfm required per energy report. Please provide location/amount on plans
RESPONSE:

90. [CEnC Section §150.0 (t)-(v)] New construction shall comply with the following Electric Readiness requirements:
    a. Heat pump space heater ready: if a natural gas or propane furnace is installed, add the following notes on plan [CEnC Section 150.0(t)]:
        i. Install dedicated 240-volt, 30 amp branch circuit wiring within 3 ft from the furnace and accessible to the furnace with no obstructions.
        ii. Reserve space on the main electrical service panel to allow for the installation of a double pole circuit breaker for future furnace installation.
    b. Electric cooktop ready: if a gas or propane cooktop serves individual dwelling units, add the following notes on plan [CEnC Section §150.0(u)]
    c. Install dedicated 240-volt, 50 amp branch circuit wiring within 3 ft from the cooktop and accessible to the cooktop with no obstructions.
    d. Reserve space on the main electrical service panel to allow for the installation of a double pole circuit breaker for future cooktop installation.
    e. Electric clothes dryer ready: if a clothes dryer location has gas or propane plumbing, add the following notes on plan (CEnC Section 150.0 (v)):
    f. Install dedicated 240-volt, 30 amp branch circuit wiring within 3 ft from the clothes dryer and accessible to the clothes dryer with no obstructions.

Reserve space on the main electrical service panel to allow for the installation of a double pole circuit breaker for future clothes dryer installation.
RESPONSE:

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ELECTRICAL COMMENTS

91. Please verify new outdoor lighting meets Dark Sky requirements. Please specify the specific lighting with specifications on plans to verify Dark Sky requirements are met. See link for more information. https://www.malibucity.org/705/Dark-Sky-Ordinance
RESPONSE:

MECHANICAL COMMENTS

92. Provide typical details of HVAC units placed in attic.
[§304.4 CMC] Show the following on the plans for heating/cooling equipment installed in the attic:
    a. Attic access a minimum of 22”x30” not over 20’ from the equipment.
    b. Unobstructed passageway 24” wide x 30” high with solid continuous flooring from the access to the equipment/control panel. The passageway shall be at least as large as the largest component of the appliance.
    c. A level, unobstructed work platform not less than 30” square in front of the equipment with 30” headroom. [§304 CMC]
    d. A 120V receptacle and a light near the equipment. The light switch shall be located at the attic access.
    RESPONSE:

PLUMBING COMMENTS

93. The city requires a full set of Mechanical, Electrical, and Plumbing (MEP) plans for new single family residences and its accessory structures 3,000 square feet or greater in total floor area. General requirements for permit issuance are based on the 2023 Los Angeles County Code, adopting the 2022 edition of Title 24 of the California Code of Regulations. The following list of requirements is not exhaustive. Additional information may be required upon plan review.
    - Riser diagrams to be provided for structures greater than one story.
    RESPONSE:

94. For the plumbing gas diagram on sheet P-1.1, please verify that spa/sauna/steam rooms are being counted if applicable.
RESPONSE:

95. Please revise water heater labeling on sheet P-1.1. One of the water heaters shall be WH2 (40 gall per energy report)
RESPONSE:

STRUCTURAL COMMENTS

96. CALCULATIONS AND PLANS ARE INCOMPLETE FOR THE PROPOSED WORK.
The correction list reflects only obvious deficiencies and in no way represents a complete correction list. A thorough plan check will be done upon receipt of complete plans and calculations. [§R106.1.1 CRC]
RESPONSE:

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97. Provide detail callouts on all framing and foundation plans. A thorough plan check will be done upon receipt of complete drawn plans. [§107.2 CBC] See examples on plans. Please note that red marked call outs shown do not reflect all deficiencies. Multiple call outs are required.
RESPONSE:

98. E-tabs Gravity calculations do not show loading for each framing items to verify DL, LL, tributary widths, lengths, earthquake loads, overstrength, etc. Plan check for gravity cannot be performed without the listing items. Provide complete calculations to verify load adequacy. Additional comments may apply.
RESPONSE:

99. Please note that multiple beams are not being labeled and some not matching with calculations. Please coordinate with calculations [§107.2 CBC]
RESPONSE:

100. Please provide TJI joists and J joists calculations. [§107.2 CBC]
RESPONSE:

101. [§107.2 CBC] Provide calculations for the Basement retaining walls. Provide calculations for retrained and cantilevered.
Please be aware that surcharge from pool and water features may be required for some walls
RESPONSE:

102. [§107.2 CBC] Provide calculations for the Pool/spa retaining walls (interior and exterior pools)
RESPONSE:

103. [§107.2 CBC] Provide calculations for the Driveway leading to basement retaining walls.
RESPONSE:

104. [§107.2 CBC] Provide calculations for the Site Retaining walls.
RESPONSE:

105. It appears that per calculations (pg. 6 / 108), Ordinary moment frames and special reinforced concrete shear walls are being proposed. Please show location on plans and complete calculations. [§107.2 CBC] Additional comments may apply.
RESPONSE:

106. A 6000-gall underground tank is being proposed. Please provide any structural items related to the proposed item. Such as walls, foundation, etc. Please verify that tank is rated for Vehicular load is applicable
RESPONSE:

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107. Please complete the City of Malibu's Structural Observation Form. Provide completed form on plans and please have the EOR mark which structural observations will be for the proposed work. [§107.2 CBC]
RESPONSE:

108. Structural calculations are required for post support and anchorage if the gate is swinging.
Security Gate [§107.2 CBC]
RESPONSE:

109. For the proposed security Gate, please provide complete structural plans. [§107.2 CBC]
RESPONSE:

110. Calculations are required for CMU/ concrete posts of any height. If applicable for gate[§107.2 CBC]
RESPONSE:

111. For roof / floor diaphragms, please show nailing on schedule. Currently legend does not show reference detail to verify nailing coordinating with structural calculations. Additional comments may apply.
RESPONSE:

112. Please show shear walls on the roof plans showing shear transfer from roof to floors.
RESPONSE:

113. Please label and provide details of shear walls landing on basement retaining walls. [§107.2 CBC] Additional comments may apply.
RESPONSE:

114. Label size and provide details of all posts on foundation/floor plans. [§107.2 CBC]Additional comments may apply.
RESPONSE:

115. Sheet S2-02: Please provide second floor deck framing calculations showing load to verify adequacy of steel trellis loads landing on deck.
RESPONSE:

116. Show HSS trellis attachment to wood shear walls below.
RESPONSE:

117. Provide concrete columns calculations per detail provided. If not applicable, remove non applicable details. [§107.2 CBC]
RESPONSE:

118. S2-03 Clarify lateral system of HSS trellis roof cover. [§107.2 CBC]

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RESPONSE:

119. Provide Foundation/gravity calculations for the proposed spiral stairs. *Show attachment for each floor.*
RESPONSE:

120. Provide the following for the elevator
- Foundation pad calculations
- Hoist beam and gravity design
- Attachment for each floor.

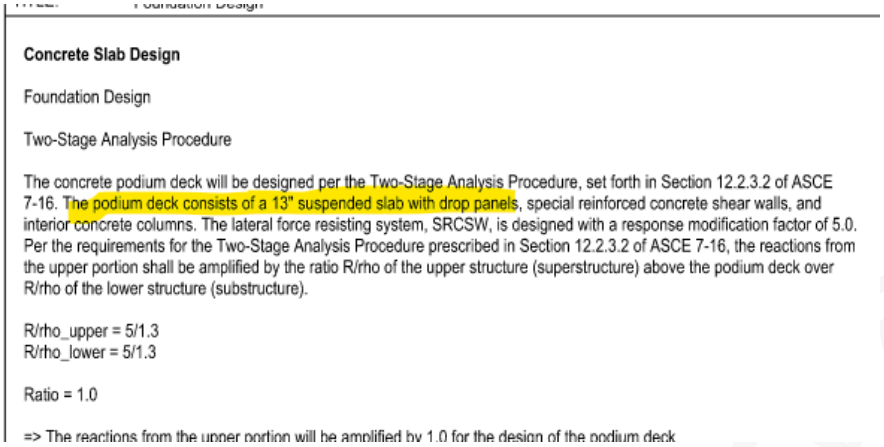
RESPONSE:

121. Provide 6" water feature construction detail. [§107.2 CBC] Additional comments may apply
RESPONSE:

122. Provide reinforcement for all concrete slabs on F3 keynote on legend. Coordinate with calculations [§107.2 CBC]
RESPONSE:

123. Provide suspended slab detailing. Additional comments may apply.
RESPONSE:

124. Please coordinate slab thickness from plans with calculation design. [§107.2 CBC]



Concrete Slab Design

Foundation Design

Two-Stage Analysis Procedure

The concrete podium deck will be designed per the Two-Stage Analysis Procedure, set forth in Section 12.2.3.2 of ASCE 7-16. The podium deck consists of a 13" suspended slab with drop panels, special reinforced concrete shear walls, and interior concrete columns. The lateral force resisting system, SRCSW, is designed with a response modification factor of 5.0. Per the requirements for the Two-Stage Analysis Procedure prescribed in Section 12.2.3.2 of ASCE 7-16, the reactions from the upper portion shall be amplified by the ratio R/rho of the upper structure (superstructure) above the podium deck over R/rho of the lower structure (substructure).

R/rho_upper = 5/1.3
R/rho_lower = 5/1.3

Ratio = 1.0

=> The reactions from the upper portion will be amplified by 1.0 for the design of the podium deck

RESPONSE:

125. Typical pile and gradebeams details are being proposed. Please remove non applicable items. [§107.2 CBC]
RESPONSE:

126. Provide detailing of location where punching shear check was made. Per calculations. Additional reinforcement was provided. [§107.2 CBC] Provide detail call outs.
RESPONSE:

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127. Please note that foundation report provided is from 2021, using 2019 CBC code. Please provide an addendum to show correct code cycle. [§107.2 CBC] Additional comments may apply.
RESPONSE:

128. On foundation notes on sheet S1-10, please include all soils report and addendums applicable for the project. [§107.2 CBC]
RESPONSE:

129. Provide **stamped plans from the soils engineer** confirming that the foundation plans, civil plans, retaining walls, slope setbacks, grading plans and specifications have been reviewed and that it has been determined that the recommendations in the soil report are properly incorporated in the plans. [§1803.6.5 CBC]
RESPONSE:

130. Please note that multiple red marks are shown on plans. Revise all red marks and provide responses.
RESPONSE:

GRADING COMMENTS

131. All sheets of the plans are required to be signed by the California licensed engineer responsible for the plan preparation. Please include the California license number, seal, and the date the plans are signed. [§ 5536.1, 6735 California Business and Professions Code] *This comment will remain until final submittal.*
RESPONSE:

132. C sheets: Remove note from title block, “FOR PLAN CHECK ONLY THESE DRAWINGS ARE NOT INTENDED FO CONSTRUCTION”. [§ 5536.1, 6735 California Business and Professions Code] *This comment will remain until final submittal.*
RESPONSE:

133. Grading Plans Signed by Soils / Geologist Engineers with note that plans have been reviewed and conforms to recommendations of soils engineer/geologic report. [§ J104.3 LACBC] *This comment will remain until final submittal.*
RESPONSE:

134. Provide soils report grading, excavation, drainage, and retaining wall subdrain recommendations on the grading plans. [§ J104.3 LACBC]
RESPONSE:

135. Provide supporting documents for cut/fill/over-excavation volumes. [§ 106 LACBC]
RESPONSE:

136. Sheet C1.0`: Clarify geology/geotechnical report numbers and dates. [§ 106 LACBC]

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RESPONSE:

137. Sheet C1.0: Indicate the WDID number. [§ 106 LACBC]
RESPONSE:

138. Sheet C1.0: Include the date for the coastal development permit note.

CONDITIONS OF APPROVAL

THIS PLAN CONFORMS TO THE COASTAL DEVELOPMENT PERMIT CONDITIONALLY APPROVED BY THE CITY FOR 20741_LAS_FLORES_MESA_DRIVE *ON* _____.

RESPONSE:

139. C sheets: Provide labeled 1-foot contours for slopes <10%. Provide labeled 5-foot contours for slopes >10%. [§ 106 LACBC]
RESPONSE:

140. [§ 106 LACBC] The following note shall be added to the grading plan:

"As Civil Engineer/Land Surveyor of this project, I have identified the location of all easements which are depicted on these plans. I have reviewed the proposed easement documents and verified the proposed construction does not conflict or interfere with the intended easement use."

_____ _____
Civil Engineer/Land Surveyor (Stamp and Signature) Date

RESPONSE:

141. Existing/proposed locations of the OWTS do not appear to coincide with the wastewater plans. Please revise grading plans. Identify the treatment tank, present/future seepage pits, and all lines of connection to the residence (indicate for reference only). [§ 106 LACBC]
RESPONSE:

142. Identify the limits of disturbance on the grading plans. [§ 106 LACBC]
RESPONSE:

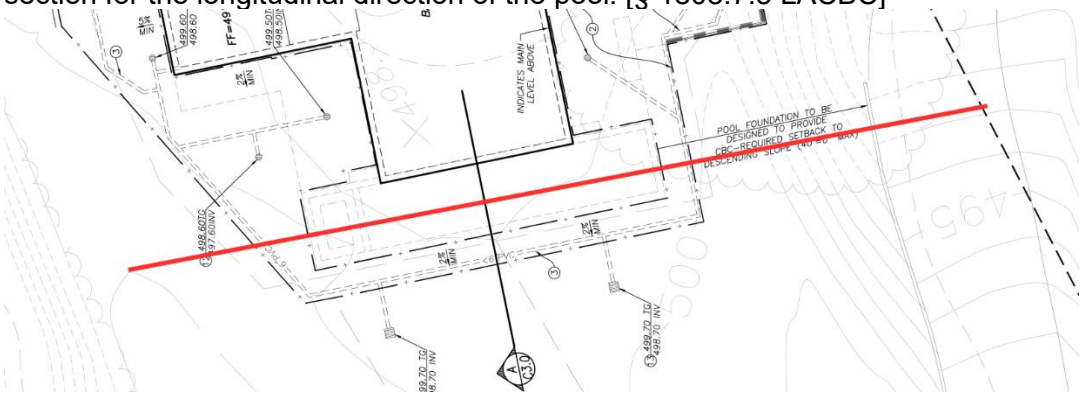
143. Identify the limits and depths of over-excavation on the grading plans. [§ 106 LACBC]
RESPONSE:

144. Include existing and proposed contour depictions in the legend. [§ 106 LACBC]
RESPONSE:

145. Coordinate all grading section callouts with the applicable sheets they are located on. Identify soil types, R&Rs, and foundations on all grading sections. [§ 106 LACBC]
RESPONSE:

146. Identify minimum building foundation setbacks from descending slope surfaces on plan views and grading sections. Provide justifying setback calculations. [§ 1808.7.2 LACBC]
RESPONSE:

147. Identify minimum pool foundation setbacks from descending slope surfaces on plan views and grading sections. Provide justifying setback calculations. Provide a grading section for the longitudinal direction of the pool. [§ 1808.7.3 LACBC]

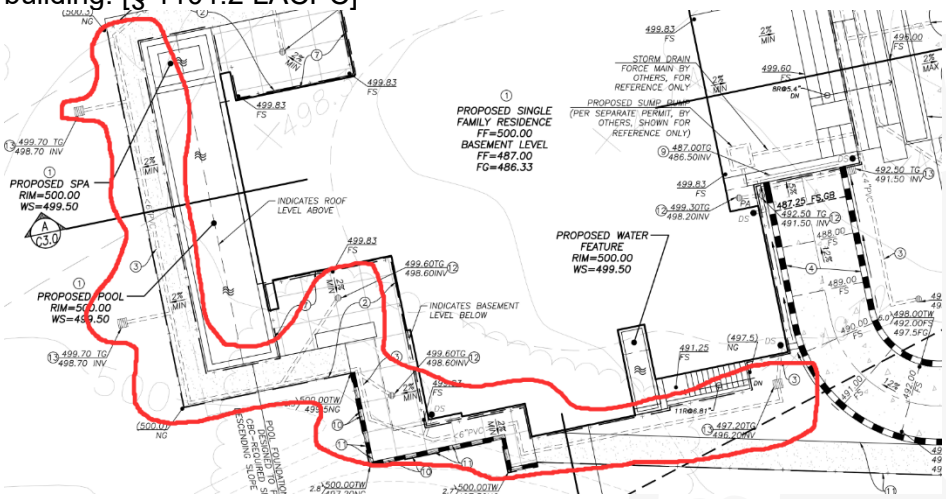


RESPONSE:

148. Detail A/C1.0: Indicate minimum keyway depth for benching. [§ J104.3 & J107.3 LACBC]
RESPONSE:

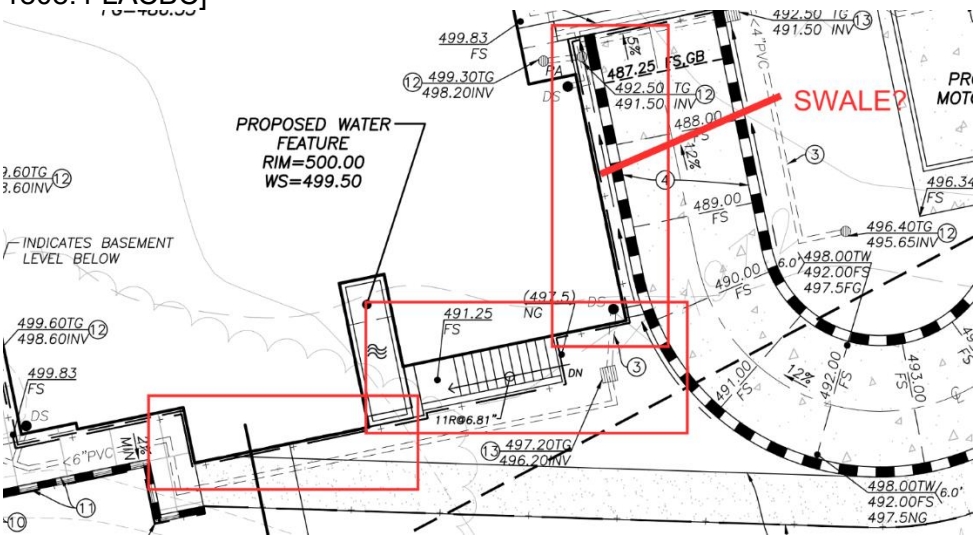
149. Retaining wall sub-drains and outlets do not appear to be clearly shown on the grading plan views. Please revise. [§ 106 LACBC]
RESPONSE:

150. Sheet C2.1: Indicate stormwater pipe actual slopes on the south side of the building. [§ 1101.2 LACPC]



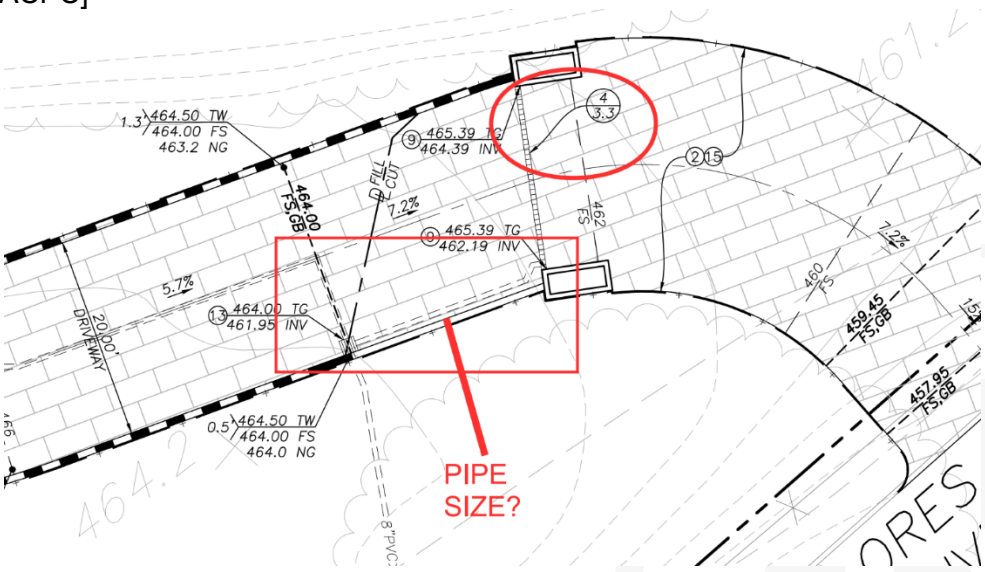
RESPONSE:

151. Sheet C2.1: Clarify slopes away from the building at the red marked locations per the image below. Provide minimum 2% slopes at impervious surfaces and minimum 5% slopes at pervious surfaces. Clarify drainage between the building and retaining wall. [§ 1808.4 LACBC]



RESPONSE:

152. Sheet C2.3: Detail 4/3.3 not found. Stormwater size not found. Please clarify. [§ 1101.2 LACPC]



RESPONSE:

153. Provide cleanouts for stormwater lines in accordance with LACPC Section 1101.13.

RESPONSE:

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154. Sheet C2.3: Define proposed drainage scheme around walls. Flows tributary to top of proposed retaining wall(s) must be conveyed around the wall(s) by a concrete swale or an approved drainage system. (i.e. inlet and pipe) Provide details of drainage system or swale. Show flow line elevations, swale, inlet, and outlet details. [§ 106 LACBC] *Comment applies to retaining walls shown on the north side of the driveway.*
RESPONSE:

155. Identify the locations of existing and proposed utilities, such as water, electrical, plumbing, mechanical, and sewer. Add note on grading plans/utility plans which labels the utilities are provided for reference only and separate permits may be required. [§ J104.2.3 LACBC]
RESPONSE:

156. Provide an erosion and sediment control plan. See the referenced sections and Public Works Conditions of Approval for minimum requirements. [§ J110.8.3 LACBC & 4.106 LACGBC] *Additional comments may apply.*
RESPONSE:

157. Include the following note on the grading plans:

3. Include the following note on Grading and Foundation Plans: "*Subgrade soils shall be tested for Expansion Index prior to pouring footings or slabs; Foundation Plans shall be reviewed and revised by the Project Geotechnical Consultant, as appropriate.*"

RESPONSE:

158. Include the following note on the grading plans:

2. Prior to final approval of the project, an as-built compaction report prepared by the Project Geotechnical Consultant must be submitted to the City for review. The report must include the results of all density tests as well as a map depicting the limits of fill, locations of all density tests, locations and elevations of all removal bottoms, locations and elevations of all keyways and back drains, and locations and elevations of all retaining wall backdrains and outlets. Geologic conditions exposed during grading must be depicted on an as-built geologic map. This comment must be included as a note on the grading plans.

RESPONSE:

159. Provide the Storm Water Management Plan (SWMP) and hydrology and hydraulic study.
RESPONSE:

160. Provide the Water Quality Mitigation Plan (WQMP).
RESPONSE:

161. [§ J103.7.2 MBC] For projects where proposed grading involves more than 1,000 cubic yards, the property owner, or authorized agent, must post with the Building Official a grading permit security (bond).
See the following link for additional information:
https://www.malibucity.org/DocumentCenter/View/4365/Grading-Bond

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Grading Bond Instructions:
https://www.malibucity.org/DocumentCenter/View/202/Grading-Bond-Instructions
RESPONSE:

LANDSCAPE AND IRRIGATION COMMENTS

162. Remove note "NOT FOR CONSTRUCTION" from landscape and irrigation sheets. [§ 5536.1, 6735 California Business and Professions Code] *This comment will remain until final submittal.*
RESPONSE:

163. Indicate manufacturer/model/size of reduced pressure backflow device(s). [§ 603.2 LACPC]
RESPONSE:

164. Provide detail callouts on plan views for details shown on sheets IR0.10 and IR0.20. [§ 106 LACBC]
RESPONSE:

165. Existing/proposed locations of the OWTS do not appear to coincide with the wastewater plans. Please coordinate plans. (indicate for reference only). [§ 106 LACBC]
RESPONSE:

END OF COMMENTS

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[redacted]

Occupancy: R-3
Type of Construction: V-B
Sprinklers: No
Stories: 2
Floor Area (s.f.): Total: 4,005 Addition: 225
Fire Hazard Severity Zone/ WUI: Yes
Fire Alarm: N/A

Bureau Veritas has completed the first plan review of the below listed documents on behalf of the [redacted]

GENERAL INSTRUCTIONS

1. This plan review has been made to verify conformance to minimum requirements of codes and ordinances adopted by the [redacted]. Codes in effect for this project include the 2022 editions of the California Building Code (CBC), California Green Building Code (CGBC), California Plumbing Code (CPC), California Mechanical Code (CMC), California Electrical Code (CEC), and California Energy Code (CEnC). The CBC is based on the 2021 editions of the *International Building Code*, which was published by the *International Code Council*. The CPC and CMC are based on the 2021 edition of the *Uniform Plumbing* and *Mechanical Codes*, respectively, which were published by IAPMO. The CEC is based on the 2020 edition of the *National Electrical Code* published by the National Fire Protection Association (NFPA). Applicable code sections are referenced after each item in this list.
2. These plans and documents have been reviewed for compliance with the applicable code requirements of the jurisdiction. The stamping of these plans shall not be held to permit or be an approval of a violation of any applicable codes and/or standards nor relieve the owner, design professional of record or contractor of compliance with any applicable codes and/or standards. Plan review of documents does not authorize construction to proceed in violation of any federal, state, nor local regulation.
3. The review does not necessarily include errors and omissions. Complete compliance is the responsibility of the designer.
4. All comments shall be resolved on the plans prior to the recommendation to the governing body for approval.
5. The comments identified in other sections of this review require clarifications/corrections before this plan check can be completed.
6. For reference for explanations in the examiner's comment sections, *italic* text refers to the initial submittals, **bold** text on second submittals, and underlined text on third submittals.
7. Please annotate your response in the areas on each comment, please see the comment section,
8. Submit a list **showing any changes to the plan** or previously submitted documents that are not the result of the plan check comments. Please "cloud" and/or "delta" all revisions made on plans due to this comment list as well as any other design changes.

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IN ORDER TO PROCESS THIS PLAN REVIEW PLEASE PROVIDE THE NAME AND PHONE NUMBER OF THE INDIVIDUAL WHO PREPARED THESE PLAN REVIEW RESPONSES
NAME: _____ PHONE: _____

Please provide TWO full new physical sets of plans or ONE full COMPLETE electronic submittal, with supporting documentation, and answers to ALL comments listed in the comment section and submit to:

[redacted]

Respectfully Submitted,

Glenn Kechejian, M.S.
Plan Check Engineer
250 N. Westlake Blvd., Suite 150, Westlake Village, CA 91362
Glenn.Kechejian@BureauVeritas.com
(805) 230-2888

Please write the sheet number, detail number, and/or location indicating where the comment is located. ***Please be specific as to where comment items have been addressed so that recheck may be expedited.*** *To aid in the plan review process—please indicate in the space adjacent to each comment or on a separate sheet, the sheet and the exact location on the sheet where corrections have been made (e.g., Detail S of Sheet 3). Please "cloud" and/or "delta" all revisions made on plans due to this comment list as well as any other design changes.*

ARCHITECTURAL

GENERAL

1. Provide a statement on the title sheet of the plans that this project shall comply with Title 24 and 2022 California Residential Code (CRC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Electrical Code (CEC), California Green Building Standards Code (CGBSC), and California Energy Code (CEnC).
   [§ R106.1.1 CRC]
   RESPONSE:_____

2. Provide an accurate sheet index on the front sheet of the plans. [§ R106.1.1 CRC] *Sheets SD2.2, WSWH1, and WSWH2 are missing from index.*
   RESPONSE:_____

3. Obtain Fire Department approval for proposed addition. Please see link for information on where to submit plans to obtain approval from fire department.
   https://epicla.lacounty.gov/energov_prod/SelfService/#/home
   RESPONSE:_____

INTERIOR FLOOR, WALL, AND CEILING FINISH

4. Showers and walls above bathtubs with shower heads shall be finished with a nonabsorbent surface to a height not less than 6 feet above the floor. [§R307.2 CRC]
   RESPONSE:_____

GLASS AND GLAZING

5. [§R308.4 CRC] Show safety glazing in the following locations:
   a. Glazing in swinging and sliding doors. *Specify for new entrance door on door schedule.*
      RESPONSE:_____

MEANS OF EGRESS

6. Provide landings at exterior doors equal to the width of the door and a length in the direction of travel equal to 36 inches. Slope of exterior landings shall not exceed ¼" per foot (2% slope). [§R311.3 CRC] *Provide for new sliding door at first floor.*
   RESPONSE:_____

ROOF

7. A Class A roof covering is required. [**§** R902.1 CRC]
   RESPONSE:_____

8. Show attic or enclosed rafter space ventilation calculations on the plans. Minimum vent area is 1/150 of attic area. This may be reduced to 1/300 of the attic area, provided 40-50% of vent area is located within 3 feet of the ridge or the highest point of the space with the balance at the eaves and, if located in Climate Zones 14 or 16, a Class I or II vapor retarder is installed on the warm-in-winter side of the attic insulation. [§R806.2 CRC] *Provide for new addition. Eave vents are not permitted unless exceptions are met per section R337.6 CRC. See next comment if an unvented assembly is proposed instead.*
   RESPONSE:_____

9. Unvented attic or enclosed rafter space assemblies must comply with CRC Sec. R806.5. *An example of an unvented assembly is spray foam insulation under roof sheathing in between rafters.*
   RESPONSE:_____

EXTERIOR WILDFIRE EXPOSURE

10. Where the roof profile allows a space between the roof covering and the roof decking, the spaces shall be constructed to prevent the intrusion of flames and embers, be firestopped with approved materials or have one layer of 72 pound mineral-surfaced nonperforated cap sheet complying with ASTM D3909 installed over the combustible decking. [§R337.5.2 CRC]
    RESPONSE:_____

11. When provided, valley flashings shall be not less than 0.019-inch (No. 26 galvanized sheet gage) corrosion-resistant metal installed over a minimum 36-inch wide underlayment consisting of one layer of 72 pound mineral-surfaced nonperforated cap sheet complying with ASTM D3909 running the full length of the valley. [§R337.5.3 CRC]
    RESPONSE:_____

12. Roof gutters shall be provided with the means to prevent the accumulation of leaves and debris in the gutter. [§R327.5.4]
    RESPONSE:_____

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13. Roof and attic vents shall resist the intrusion of flame and embers into the attic area of the structure, or shall be protected by corrosion-resistant, noncombustible wire mesh with openings a minimum of 1/16-inch and shall not exceed 1/8-inch. [§R337.6.2 CRC]
RESPONSE:_____

14. Vents shall not be installed on the underside of eaves and cornices, unless the vents are approved to resist the intrusion of flame and embers, the attic space is sprinklered in accordance with CBC Sec. 903.3.1.1, or if the exterior wall and underside of the eave are of ignition resistant materials and the vents are located more than 12 feet from the ground or walking surface. [§R337.6 CRC]
RESPONSE:_____

15. The exposed roof deck on the underside of unenclosed eaves shall be approved noncombustible material, ignition-resistant material, one layer of 5/8" Type X gypsum board, or exterior portion of an approved one-hour wall assembly. [§R337.7.4 CRC] See exceptions to this sections for other alternatives. *Provide details.*
RESPONSE:_____

16. Exterior windows and exterior glazed doors shall be multipane glazing with a minimum of one tempered pane, glass block units, have a fire resistance rating of 20 minutes when tested in accordance with NFPA 257, or meet the requirements of SFM 12-7A-2. [§R337.8.2.1 CRC]
RESPONSE:_____

17. Exterior porch ceilings shall be approved noncombustible material, ignition-resistant material, one layer of 5/8" Type X gypsum board, the exterior portion of an approved one-hour wall assembly, or have the horizontal underside meet the performance criteria of SFM 12-7A-3 or ASTM E2957. [§R337.7.6 CRC] *It appears some structural modifications are being done to existing deck/patio cover. Please verify this code section is met. Provide details. Additional comments may apply.*
RESPONSE:_____

MISCELLANEOUS

18. Show water-resistive barrier at exterior walls per CRC Sec. R703.2. *Provide detail of new exterior wall.*
RESPONSE:_____

19. A corrosion-resistant weep screed is required below the stucco a minimum 4"/2" above grade/slab. [§R703.7.2.1 CRC]
RESPONSE:_____

PLUMBING

20. Show the location of the existing water heater on the floor plans. [§R106.1 CRC]
RESPONSE:_____

MECHANICAL

21. Show the location of the forced air unit (F.A.U.) and return air grill on the floor plan. [§R106.1 CRC]
RESPONSE:_____

22. Indicate how the addition is going to be heated. Show the location of new and existing heating units on the floor plans. If the existing system is to be used, show the location of the proposed registers. [§R106.1 CRC]
RESPONSE:_____

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23. Show on the floor plan or on a separate electrical plan the location of electrical receptacles and lighting fixtures. Generally, receptacles are to be located in a wall every 12 linear feet so that a fixture will not be more than 6 feet from any receptacle. [§210.52 (C)(1) CEC] *Show location of existing receptacles in master bedroom to verify this code section is met.*
RESPONSE:_____

ENERGY

24. Energy report specifies 0 square feet for additional conditioned floor area, which is not accurate. Please revise energy report to include the 225 square feet addition. Additional comments may apply.

25. The insulation shown on the plans does not match the insulation called for in the energy package. [§R106.1.1 CRC] *Sheet A-11 specifies R-13 insulation for new roof area. Please coordinate with energy report, which specifies R-30.*
RESPONSE:_____

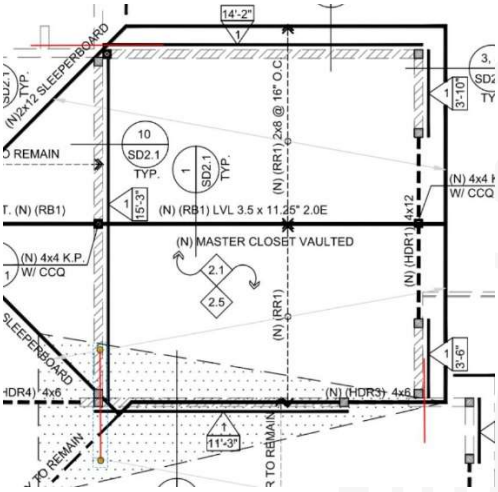
26. Each bathroom that contains a bathtub, shower or similar source of moisture shall have an exhaust fan ducted to the outside with a minimum ventilation rate of 50 cfm. The ducting shall be sized according to ASHRAE Standard 62.2 Table 7.1. [§150(o) CEnC] *Provide additional exhaust fan in master bath where shower and tub are located.*
RESPONSE:_____

STRUCTURAL

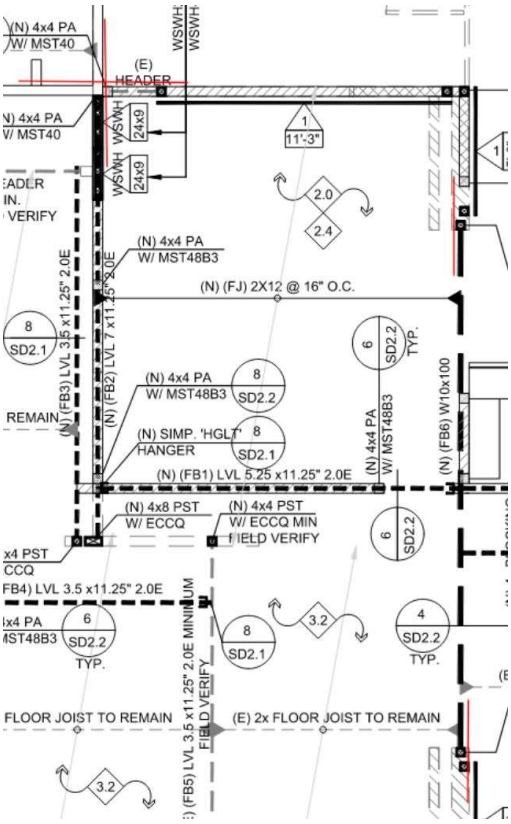
27. Verify existing roof rafter will be able to support new loads from California framing. Please specify size of existing rafters on plans and provide calculations.
RESPONSE:_____

28. Provide detail to clarify diaphragm nailing attachment to new steel beam. Additional comments may apply.
RESPONSE:_____

29. Collector members (drag struts) shall be designed and detailed to transmit tension and compression forces to lateral resisting elements [§12.10.2 ASCE 7] *Provide drag straps at red marked locations.*



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RESPONSE:_____

30. Please submit Geotechnical Reports Questionnaire to verify all requirements are met for not providing a soils report. See link below.
https://www.agourahillscity.org/home/showpublisheddocument/29354/638376212840630000
RESPONSE:_____

END OF COMMENTS

STRENGTH AND STABILITY OF BV

BV provides full service building administration including plan review, inspection, and code compliance services for numerous agencies. We offer services which range from reviewing a single, complex, or unique project to handling all plan review needs for the City. The firm's personnel are dedicated to providing the highest level of customer service and ensuring all work is in conformance with the requirements of the City and all other applicable codes. Resources can be adjusted on fast-track projects, as needed, to meet demanding schedules. Personnel assigned to Cityyprojects are available to attend meetings at the City to address questions or discuss issueswith the City staff, design team, and/or construction team which may arise on a project and provide guidance for City staff, applicants, designers, and contractors. Consistency, responsiveness, efficiency, and a positive attitude are key components of the firm's approach.

As an ISO 9001 certified firm, BV undergoes systematic, independent audits of its management systems to meet rigorous objectives and provide continuous improvement in key areas. The firm consistently incorporates proven best practices and protocols as part of its quality management system to meet and exceed ever-increasing customer requirements. These tools include implementation of an established quality assurance/quality control program using the BV CARE program for the intake, tracking, and review of plans to enhance quality and streamline processing/approval; electronic plan check to expedite turnaround times which save time and money; and the utilization of web-based document control system which fosters collaboration, 24/7 access to documents and reports, and enhances overall communication. BV relies on the management and technical excellence of its personnel and a proven QA/QC program. This assures the quality of all work performed under this contract meets Cityapproval. BV has developed and implemented corporate QA policies, consistent with all applicable federal and state regulatory requirements and standards, covering all aspects of project performance, technical quality, and peer review. These policies are implemented at each professional and technical level to provide a well-balanced, independent QA program, which assures the quality of reports, technical reviews, annuals and other documentation prepared by BV. This ensures the product is consistent with the established standards from the standpoint of quality, validity, and legal defensibility.

Identify Client Needs: BV actively listens and maintains sensitivity to unique issues, priorities, and organizational culture to work in partnership to assess diverse needs and special initiatives.

Strategic Planning: BV establishes a clear plan of action to institute priorities, identify stakeholders/processing agencies, formulate communication protocols, and align services with mutually-defined needs and objectives.

Concise Scoping/Implementation: BV assigns expertise which mirrors the clients' needs and implements best practices to maintain project momentum.

Project Management: BV uses appropriate best practice tools to effectively and efficiently deliver the County's assignment within budget and schedule. No matter what the need, the firm's goal is to deliver integrity, impartiality, accountability, efficiency, quality, and transparency.

EXPERTISE

PLAN REVIEW METHODOLOGY

BV's team will work cooperatively with the City of Palmdale's internal departments and any and all other outside agencies having jurisdiction. The firm's team will conduct reviews of any deferred submittals as outlined by the International Building Code or as stipulated on the project documents. The Plan Review team is also able to recommend approval of projects after substantial compliance with the applicable codes has been reached. BV will clearly report all comments to the design team and work with them to efficiently resolve them. Upon completion of the plan review process and when it has been determined all comments have been addressed in the plans, the firm shall issue a letter to the City recommending issuance of the respective permit(s).

BV's proposed team familiarizes themselves with the requirements of a public agency before beginning a review. The firm has extensive public sector experience, which assures the public's interests are fully protected. BV believes technical competence, while expected, is not enough. Experience and careful, thorough consideration of issues and impacts is needed in addition to the purely technical considerations. The firm has devoted a great deal of time and effort over the years to refining its approach and developing documentation to assist clients and train staff in understanding plan review procedures.

BV will work to ensure submittals are properly coordinated and tracked by following an established internal plan check coordination process in which each plan received for review is entered into the firm's TMS database, processed, and returned on time to the City. BV's plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal. To accomplish this the firm will:

- Screen and log each application to assure they are routed to all plan reviewers in a timely manner. The log serves as a tracking device to assure turnaround times and completeness of the review.
- Submittals are reviewed for compliance with all relevant state and jurisdictional requirements.
- Plan reviews will be done in accordance with local, state,

and federal regulations with which local jurisdictions are mandated to enforce as well as all codes and ordinances in effect by adoption at the time of plan review. Preliminary consultations will be provided to the applicant upon request, to assist and guide them in the design and plans preparation process.

- Information shown on each permit application is verified.
- Provide a thorough Building (Structural), Mechanical, Plumbing, Electrical, and Fire (including sprinklers and alarms) review of design drawings and details for compliance with the Building Code architectural provisions, including provisions for safety glazing, building security, and noise insulation performance standards.

Plan Review Management

BV assures that corrections are handled as quickly and as clearly as possible. Our goal is to help the applicant through the plan review process. All corrections are identified based on compliance with specified codes and regulations. Generally, corrections are identified in two ways. Notes are made on plans during electronic review or on hard copy plans if appropriate, and a correction sheet is generated, detailing what items need to be addressed before plans can be approved. The City shall approve the development of any customized correction sheets. Correction sheets for specific projects shall be forwarded to the City along with a cover memo containing at least the following:

- The date(s) plans were received and reviewed
- The date(s) the applicant was notified of completed plan reviews
- The name and telephone number of the applicant

During the plan review process, BV is prepared to meet with the applicant or architect/engineer, City employees or consultants at any time. Telephone discussions, remote meetings using platforms such as Zoom or other online forums, or meetings at project sites are welcomed to assure any plan check issues are handled efficiently. We propose to meet at the Growth Management Department or at a particular project site. Our goal is to issue approved plans as quickly as possible but in full compliance with laws, codes, ordinances and regulations. Upon completion of the plan review, the following information package is prepared and logged as a minimum:

- Completed plan check documents including sign-offs
- Transmittal letter documenting any conditions associated with issuance of a permit, if any
- Marked up plan review documents
- Two sets of approved building plans
- Backup documents and reports
- Documents provided in desired City format

INSPECTION METHODOLOGY

The BV team has a two-step approach to ensuring the delivery of high quality services. BV is subject to regular controls and audits by authorities and accreditation bodies to ensure that its procedures, the qualifications of its personnel and its management systems comply with the applicable standards, norms, references or regulations. To maintain the accreditations and certifications, quality assurance methods are built into every function of our service. Quality assurance is achieved through a number of systems and tools.

- Service goals for timeliness, quality and professionalism are defined and tracked
- Training and education is required
- Random audits are performed
- Documented procedures are accessible, monitored, and updated
- Utilization of North America Management System (NAMS) and Corrective Action Response System (CARSys)

One of the tools BV uses is NAMS. NAMS is a means to obtain BV's objectives of quality excellence as prescribed by the BV business model. In order to achieve our goals, BV has implemented processes and procedures intended for application at all levels of the organization.

The management system has been implemented and maintained with the aim of satisfying our customer's needs and expectations. In order for NAMS to be effective, the policies and procedures are implemented, continuously monitored and updated.

The customer feedback is provided through a variety of avenues, examples include the use of a satisfaction survey or face-to-face/ on-site communication.

Once the customer feedback has been received, the management team then analyses, measures, and implements the improvements required for quality excellence. The cycle continues until needs and expectations have been satisfied.

BV also utilizes the CARSys Issues Tracking program. CARSys is an improvement tool, which provides a closed-loop process for the management of customer and internal concerns and corrective/ preventative actions that result from the concerns or issues. With the flexibility of CARSys, BV is able to Identify, Act, Implement and Verify issues.

STAFFING FLEXIBILITY & RESPONSIVENESS

Bureau Veritas understands that the City's development workload fluctuates seasonally and cyclically. Our staffing model provides:

Peak Workload Management:

- Rapid deployment of additional certified plan checkers and building inspectors
- Access to 50+ licensed and certified professionals throughout California

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- Expedited plan review services (7-day initial review, 4-day recheck vs. standard 10-day and 5-day)
- Same-day and next-day inspection response capability

Off-Peak Efficiency:

- Flexible scaling down of resources to reduce costs during slower periods
- Shared resources with other BV clients in the region
- No minimum staffing requirements that would burden the City during low-activity periods

Continuity & Backup:

- Backup staff coverage for vacations, absences, and emergencies
- 24-hour emergency response capability for urgent inspection requests
- Cross-trained personnel to ensure no service interruption
- Dedicated Project Manager (Salvador Gonzalez, C.B.O., CASp) as consistent point of contact

PERFORMANCE STANDARDS & QUALITY ASSURANCE PROGRAM

BV associates all share the responsibility for continual improvement of the firm's quality management process and believe the program, supported by the BV business model and its code of ethics, will ensure the continual delivery of high quality products and services to the City. In doing so, the firm will establish itself as the City's preferred supplier in conformity assessment and certification services in the fields of quality assurance, health and safety, environment, and social responsibility (QHSE). BV's quality management system provides the framework for continual improvement of its internal management processes and resources which will in turn add value for the City through the services offered and delivered. In addition, Our quality management system gives the company and the City the confidence that the provision of services and products will be delivered consistently to predetermined high standards worldwide.

Customer Service Philosophy

At Bureau Veritas, the firm's #1 goal is to meet and exceed the service levels required from its municipal clients. BV's commitment is to provide staff continuity, close communication, immediate accessibility to staff and information, implementation of best practices, and proactively solve issues not clearly identified in the code. BV fully believes in following a solution oriented philosophy and will proactively ensure exceptional customer service, balance development momentum with code compliance/processing requirements and seamlessly serve as an extension of the City's staff. The firm is keenly aware of the desire for high-quality customer service, timely reviews, reliability, responsiveness, and cost-effective solutions. BV's commitment to providing accurate and appropriate solutions to its clients and its ability to quickly and efficiently meet the needs of the communities the firm serves makes BV an ideal partner for the City.

BV's philosophy is to take a proactive approach in balancing the workforce with the development activity in order to achieve the City's goals and serve its community to the very best of the firm's abilities. Furthermore, the firm is committed to sharing best practices and lessons learned and working with applicants to correct code deficiencies and bring projects to a successful conclusion. To achieve a cohesive and seamless process, the firm has developed the following procedures. BV's team of professionals are capable of providing the required services in an efficient manner in the best interest of the City and are familiar with the City's processes and procedures and will provide successful, on-time, and on-budget project delivery.

Example - City of Newport Beach:

When tasked with reviewing plans for large-scale, mixed-use developments, BV faced challenges related to compliance with evolving state energy conservation requirements. By leveraging CALGreen-certified personnel and conducting joint training sessions with city staff, BV streamlined the review process, reducing project delays.

Example - City of Corona:

BV works closely with the City of Corona to ensure a high rate of compliance with the City's plan check turnaround goals. BV has delivered a 99.4% rate for compliance with plan check due dates. Our team utilizes a web-based system to take in projects electronically. Plans are then reviewed within 24 hours and comments are returned to the applicants. This system assists the City in meeting the requirements of AB 2188 for fast turnaround of small solar energy projects.

"We truly appreciate BV always going above and beyond to help us out. We would be lost without you."
— Megan Lathrop, Senior Building Permit Technician
City of Corona

"Everyone on the team has been so happy to have you with us. Thank you for being a great example to the Building team. They are singing your praises."
— Sheri Bermejo, Community Development Director
City of Monrovia

Accurate, Timely, and Responsive Plan Reviews

BV's plan check process highlights the tools and techniques the firm will employ to deliver quality, accurate, timely, and responsive plan reviews:

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Reliable and Responsive Service

The Project Manager through the firm's CARE plan review and processing program, proactive communication, proven project management tools, and best practices will anticipate the City's needs and quickly respond with accurate and detailed information every step of the way. The firm is available to meet with the City at its convenience to discuss procedures and projects to maintain momentum and schedule.

Efficiently Meet Turnaround Review Schedule and Maintain Development Momentum: A premium will be placed on BV staff's already well-grounded knowledge of the City's processes and requirements to pro-actively facilitate communication and processing. The firm will work to ensure proven quality assurance and schedule control measures are implemented.

Maintain Accuracy and Cost Savings Through Proven Processes and Continuity: BV is able to provide integrated, standardized processes and innovative digital, web-based solutions at no additional cost. Utilized by seasoned staff members who have worked successfully on plan check projects, this helps ensure reviews are consistent, thorough, accurate, and done right the first time. The firm is able to customize its approach for the City based on its needs in order to deliver solutions with positive results.

Customized Check Lists and Tracking Logs: A key to maintaining close communication is the ability to give the stakeholders (including elected officials, City staff, businesses, property owners, and other members of the public) status updates on where projects are in the review process. BV will utilize customized check lists and tracking logs for the City according to its needs to ensure the successful delivery of services.

Budget Controls and Billing Related Quality Assurance - FLEX

Budget control is achieved by closely monitoring work assignment labor and direct expenses. Work reports must be completed by each individual and the labor hours must be approved by the project manager before being charged to the City. Similarly, expense reports and other direct expenses must be approved by the project manager prior to entering the cost data system.

To ensure optimal administration of the main functionalities of contract management and the facilitation of billing related quality assurance BV utilizes FLEX. FLEX is a reference repository which is comprised of all billing and contractual information (invoices, work assignments, expenses, labor reports, project reports, etc.). This advanced system assists BV in implementing and maintaining a number of budget and cost control processes which:

- Ensures data integrity and allows for a flexible and secure billing process
- Enhances billing efficiency and productivity
- Minimizes revenue leakage by monitoring its sources through control reports

FLEX ensures contract and budget control via standardized features and alignment of project information in real time. Additionally, the system is designed to promote contract follow up from project outset to closing which helps to establish and maintain optimal communication.

Project Management and Schedule Controls - Quickbase Protrack

Work assignment schedules will be managed on several levels. The project manager will maintain regular contact with the City manager to communicate the project status and progress on deliverables. In addition, an internal schedule including critical milestones and deliverable due dates will be established prior to initiating the task work. This allows ample time for editorial and technical review, changes, and assurance in schedule compliance.

In order to efficiently and effectively track project workflow BV employs Protrack, a quality assurance software solution created by Quickbase. This custom-built program was developed specifically to meet the needs of the firm and enhance its project management capabilities in service to its clients. Protrack monitors numerous pieces of project data in real time including, but not limited to, project schedule status, active projects by office, project type, number of active projects per client, weekly number of new projects initiated, and much more. The program's dashboard allows users to generate reports which can provide an overall snapshot of BV's current activities or can be filtered to present precise details regarding a specific project or client. The crucial information monitored in Protrack not only aids in maintaining schedules and project turnaround times but also gives the firm the capacity to make decisive course corrections which ensure deliverables of the highest caliber and complete customer satisfaction. Furthermore, Protrack is designed to work collaboratively with BV's billing and invoicing software, FLEX, to enable the consistent completion of projects on-time and on-budget.

Training

As an ICC-preferred provider, Bureau Veritas stands at the forefront of the building construction and safety industry, embodying the principles and goals set forth by the ICC Preferred Provider Program. Recognizing the complexity of the industry and the diverse expertise required, ICC forged partnerships with reputable training providers, enabling the delivery of comprehensive training in various fields such as science, technology, construction materials, legal, management, and more. The program aims to create an easily accessible network of extensive training opportunities, offering quality education on specialty topics and building products

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beyond ICC's core programs. Bureau Veritas benefits from this program by connecting with ICC's vast membership base, exposing its services to a broad audience, and participating in the ICC Chapter Education Benefit Program. Our commitment to training excellence aligns seamlessly with the program's objectives, allowing us to provide valuable, diverse, and high quality education to industry professionals seeking to renew their ICC credentials. BV can provide Code training for City staff including graphic handout materials upon request.

CLIENT REFERENCES - EXHIBIT G

BV is providing the attached Exhibit G: Client References with the proposal per the notice of request for proposals as-needed plan check services, community development technician services, building inspections and building official services from the City of Palmdale, solicitation number: RFP No. 26-001-6110.



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CLIENT REFERENCES

Exhibit G

The following is a list of four (4) references that most closely reflect similar projects to the scope of services/work of the City of Palmdale within the past three (3) years. References will be asked to complete a questionnaire and asked to return it to the Purchasing Division directly by a designated date and time. It is the Respondent's responsibility to ensure that Reference Contacts are willing to provide a reference. To expedite the evaluation process the City requests accurate email and/or fax number information be provided.

Reference #1

Name of Organization: County of Los Angeles

Address: 900 S. Fremont Avenue, Alhambra, CA 91803

Email Address: juan.madrigal@dpw.lacounty.gov Fax: N/A

Telephone: 626.458.6385 Contact Name: Juan Madrigal, P.E.

Contact Title: Assistant Deputy Director, Superin Service Dates: 2003 - Present

Project Manager: Trang Huynh, P.E., CBO Bid No. (if applicable) N/A

Summary of Project: BV provides providing inspection services and building and safety plan review. These staff members have provided code consulting and training for the County's structural, electrical, plumbing, and mechanical plan review sections.

Project Cost: Time and Materials

Reference #2

Name of Organization: City of Rancho Cucamonga

Address: 10500 Civic Center Drive, Rancho Cucamonga, CA 91730

Email Address: mike.frasure@cityofrc.us Fax: N/A

Telephone: 916.851.8886 Contact Name: Mike Frasure

Contact Title: Building Official Service Dates: 2014 - Present

Project Manager: Trang Huynh, P.E., CBO Bid No. (if applicable) N/A

Summary of Project: BV provides building/fire plan review and inspection services for the City on an as-needed basis. Projects include single family residential, multi family residential, commercial tenant improvements, new commercial, additions, and others

Project Cost: Time and Materials

Reference #3

Name of Organization: City of Corona

Address: 400 S. Vicentia Ave., Corona, CA 92882

Email Address: chris.milosevic@ci.cornona.ca.us Fax: N/A

Telephone: 951.736.2250 Contact Name: Chris Milosevic

Contact Title: Building Official Service Dates: 2010 - Present

Project Manager: Trang Huynh, P.E., CBO Bid No. (if applicable) N/A

Summary of Project: BV provides building plan check, building inspection, and counter technician service for residential and commercial properties. We also provide on-site extension of staff as necessary. BV assists the City in providing plan review services for small residential solar energy projects.

Project Cost: Time and Materials

Reference #4

Name of Organization: City of La Palma

Address: 7822 Walker Street, La Palma, CA 90623

Email Address: bdeines@cityoflapalma.org Fax: N/A

Telephone: 562.631.1955 Contact Name: Belinda Deines

Contact Title: Planning Manager Service Dates: 2022 - Present

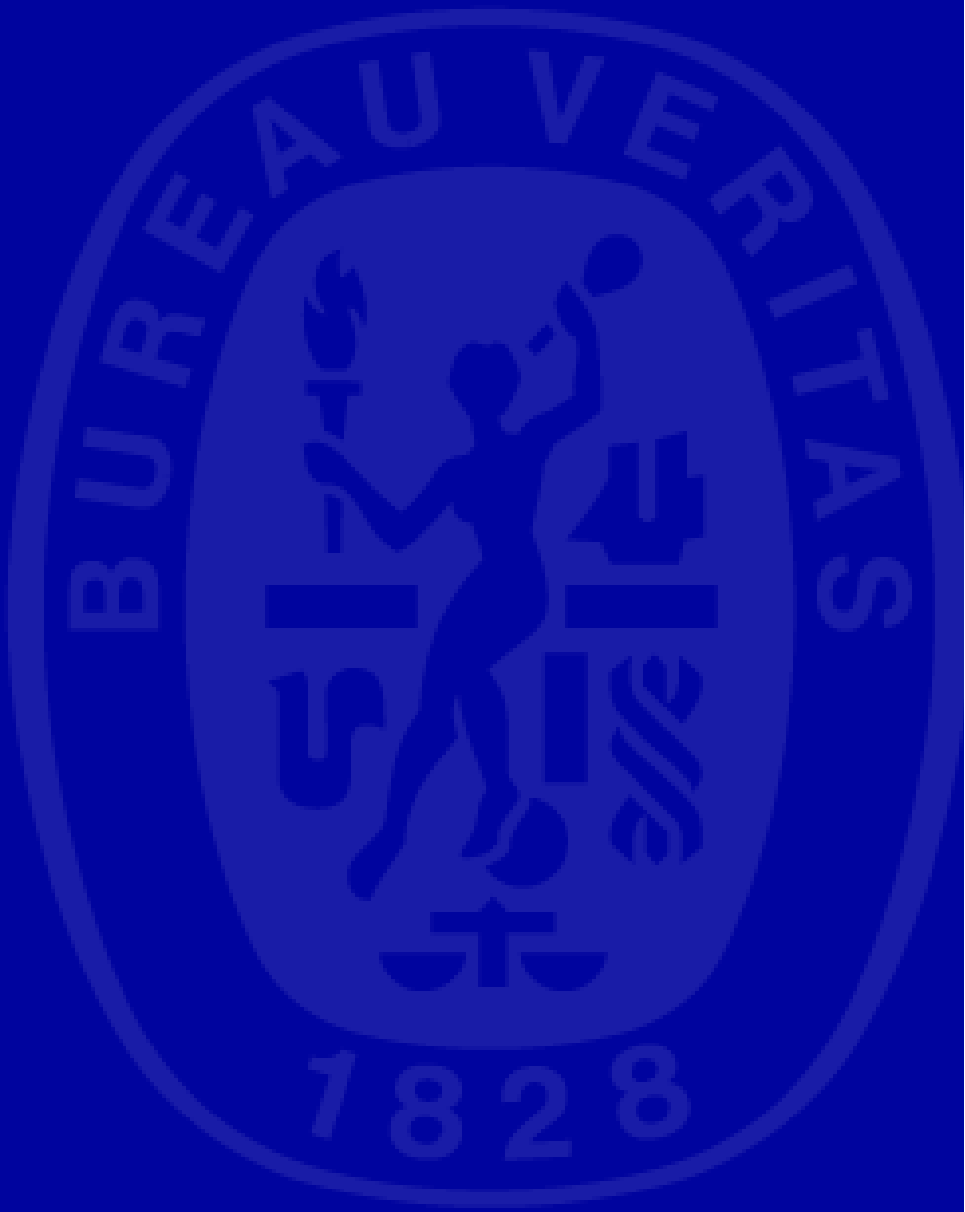
Project Manager: Trang Huynh, P.E., CBO Bid No. (if applicable) N/A

Summary of Project: BV provides Building and Safety Services, including permit technician, building inspection, Building Official, and Plan Check services to the City since 2022. BV also serves as the on-call Building Official.

Project Cost: Time and Materials

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ADDITIONAL INFORMATION



ADDITIONAL INFORMATION

TURNAROUND TIMES

At the City's request, BV can provide plan review activities on a fast-track basis. Turnaround times for each submittal will relate to the size and nature of the project and its impact on the construction schedule. To reduce turnaround times for plan review, the firm can use electronic submittals, phased submittals, conference calling, and videoconferencing. The firm understands accuracy, efficiency, and integrity in all aspects of professional services are required. Testimony to its professional excellence is the fact it has provided services to many of its municipal clients since their incorporation. Because of the firm's large pool of accessible resources it is able to assemble experienced personnel in order to help with project schedule recovery when necessary. BV's team will maintain efficient turnaround times on all reviews as a key measurement of its performance for plan review services. **Bureau Veritas commits to initial plan review completion within 14 calendar days of complete submittal, consistent with City requirements.**

The plan review schedule presented below is representative of the review times associated with the type of construction the City can anticipate.

Plan Review Turnaround Times	Initial Check (working days)	Recheck (Working days)	Expedited Initial Review	Expedited Recheck
Commercial TI	7	5	5	3
Residential Addition and/or Accessory Building	7	5	5	3
New Residential	7	5	5	3
New Commercial	10	7	7	5
Complex, large, or unusual project	10*	7*	7*	5*
Fire Prevention System	7*	5*	5*	3*
Civil/Grading Review	10*	7*	7*	5*

*Turnaround times for unusually complex or large projects can be negotiated. For other miscellaneous projects, BV will comply with the turnaround times set forth in the RFP.

Inspection Turnaround Times

- Provide inspections on the next day service when the requests come in before 4:00pm on the previous day.
- BV inspector will provide inspections after the normal business hours and in the emergency situations or the needed weekend inspections, if needed.

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ADDITIONAL INFORMATION

CARE PROGRAM – A PROVEN, FORMALIZED & INTEGRATED PLAN REVIEW PROCESS

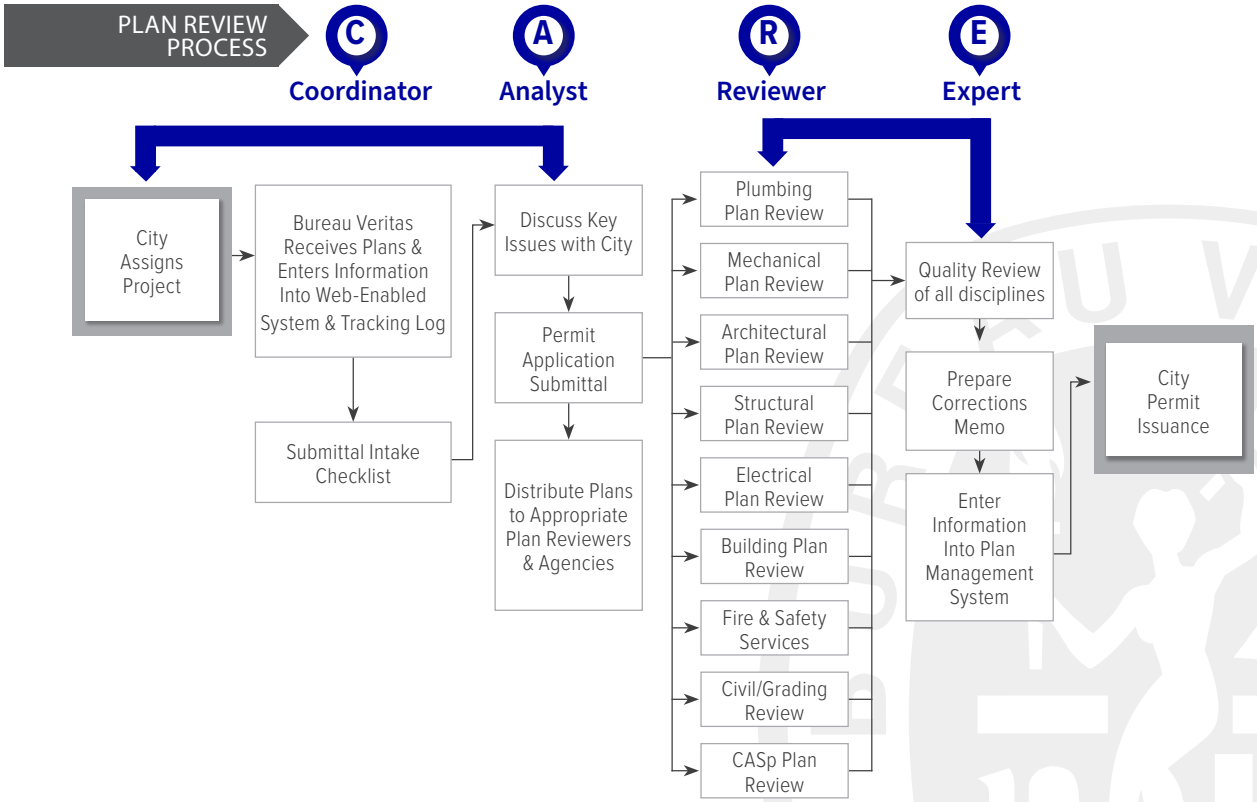
The plan review process we follow for efficient completion of concurrent task management is shown in the flowchart on the next page and managed through our **CARE** Program, a formalized and integrated process whereby Coordination, Analytical, Review, and Expert management/quality control functions are consistently implemented on each and every project. We will implement a comprehensive program based on best practices to validate that each and every review is thorough, accurate, consistent, and timely. This system's success is based on thousands of hours of practical, real-world experience by our dedicated personnel and their unique ability to interact quickly and efficiently with your staff. The specific roles of each of our CARE elements include:

Coordinator: Our clerical personnel will handle various administrative functions, such as logging information (project tracking, time budgeting), managing project controls, maintaining and distributing communications, reviewing agendas and ordinance issues, and fielding calls on project status. The Coordinator is the first line of contact for each project submittal.

Analyst: Our analysts will review submittals, title sheets, and non-design items; maintain files; monitor due dates; monitor contract budget and status tracking reports; and coordinate invoicing. Our analysts also maximize and "right place" personnel resources to meet turnaround times in a quality manner. When assigning resubmittals to staff, our Analyst ensures consistency by passing the project to the same reviewer that performed the previous reviews. Reassignments are done when unforeseen circumstances dictate.

Reviewer: Our experienced building plan reviewers will routinely review agency standards, ordinances, guidelines, and checklists; create comments letters; coordinate project return with the coordinator; attend review meetings; and communicate questions/solutions to project stakeholders. Because of our depth of resources and project tools (checklists, corrections letters, etc), reassigned projects can be reviewed without missing deadlines or causing unnecessary rechecks.

Expert: BV experts will provide the final quality assurance review of applicable plans, studies, and reports in accordance with all accepted engineering, building codes of different disciplines, and industry professional practices. They will comply with the applicable regulations; visit the client contact regularly; monitor project progress with the reviewer; disseminate project/agency information to the team; train team members; peer review comments letters; and communicate questions/solutions to stakeholders. Additionally, Experts provide quality assurance reviews to each project which minimizes the number of resubmittals.



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ADDITIONAL INFORMATION

Beyond technical compliance, Bureau Veritas understands the importance of serving Palmdale's diverse community with cultural competency and professionalism. Our staff demonstrates excellent interpersonal communication skills and commitment to representing the City as knowledgeable experts while championing the City's vision for sustainable development and public safety. We provide strategic support on complex issues warranting City Council and City Manager attention, ensuring the City benefits from expert guidance on code amendments, architectural review, and special projects that drive economic development while protecting community interests.

UNDERSTANDING OF THE COMMUNITY

We understand that the City of Palmdale is a diverse, densely populated community in Los Angeles County with a population of approximately 58,000 residents, predominantly Latino (97%), with a median household income significantly below county and state averages. The city faces unique challenges common to underserved urban communities, including aging infrastructure, limited municipal resources, and the critical need for responsive, professional building and safety services that protect public welfare while supporting economic development and community growth.

Stability, Capacity, and Resources

BV is in good financial standing and committed to the provision of services of the very highest quality. The firm has the capacity to seamlessly augment its staffing and resources, if needed, to ensure a project is appropriately supported and effectively fulfilled. The firm's more than 300 professionals in the Western U.S. Region make it possible to have highly qualified plans examiners and inspectors available expeditiously for virtually any project.

The firm will provide all necessary resources, materials, equipment, tools, and technology to its staff. Each office has a substantial library which is continually updated with the most current code books and reference materials. BV professionals are capable of handling the scope of services requested from the City.

Knowledge and Expertise

BV and our proposed, locally-based staff for this contract have a long-established history working for the nearby municipalities to perform in-house and outside plan review, inspections, civil, other building department, and fire and health services. Consequently, we can leverage a breadth of code compliance and permit processing expertise to meet the needs of the City, and offer highly qualified engineers and ICC certified staff who are in close proximity and can quickly respond to the City's needs.



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COST PROPOSAL

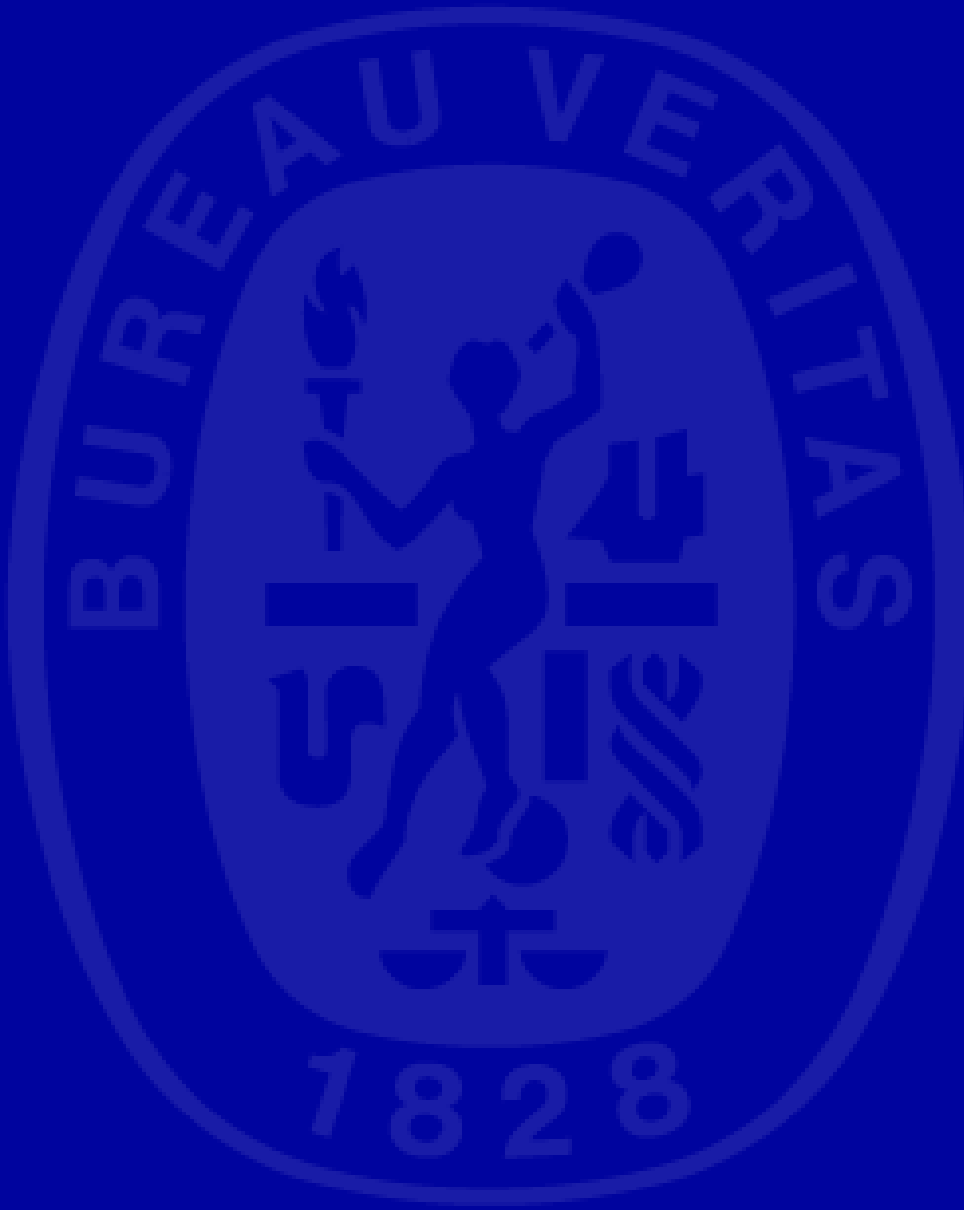


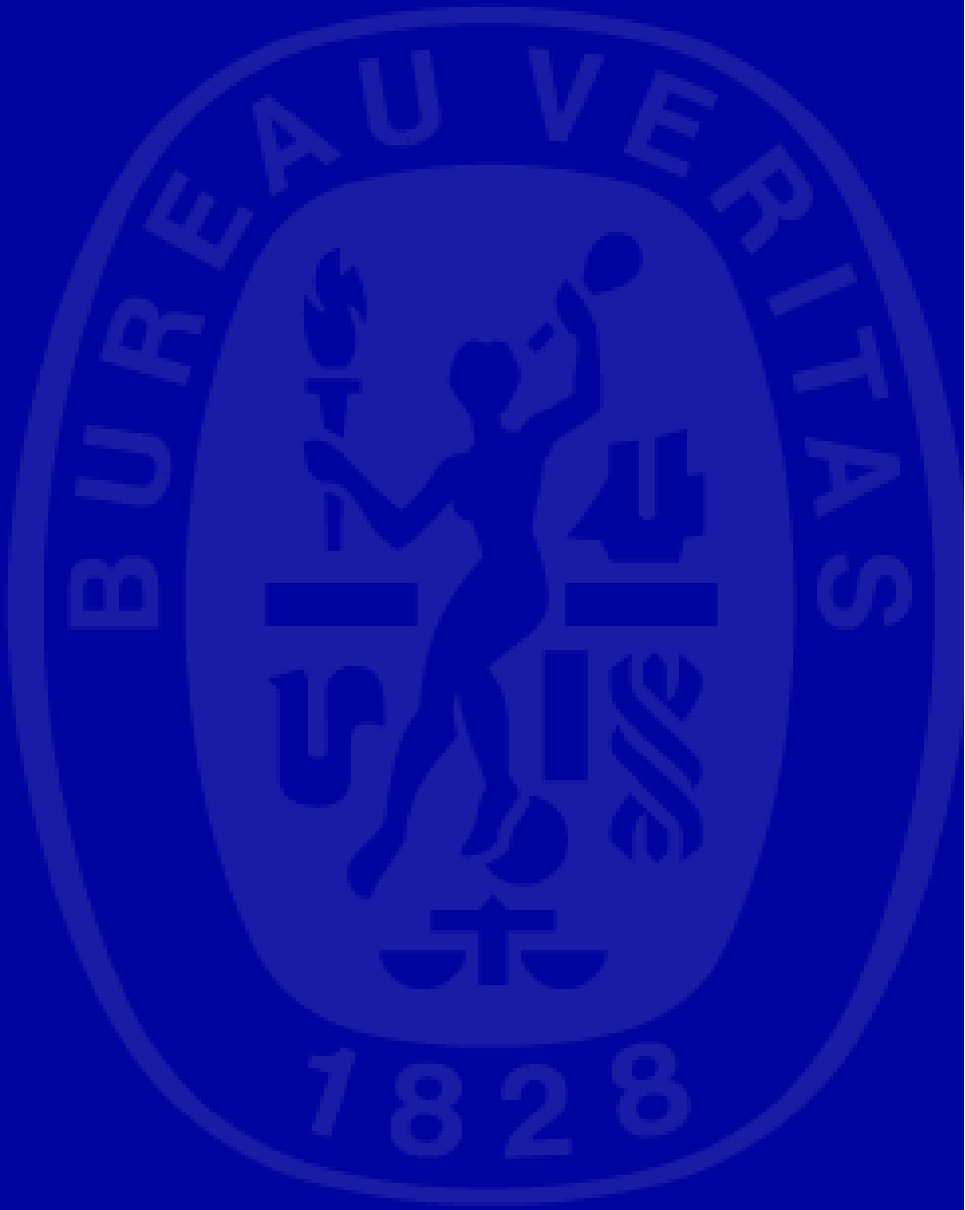
EXHIBIT J - COST PROPOSAL - CITY OF PALMDALE

As requested in the RFP, Exhibit J - Cost Proposal shall be submitted separately from the Technical Proposal. Please see the separate submittal for the Cost Proposal.



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APPENDIX - FORMS



NOTICE OF "NO PROPOSAL SUBMITTED"

Exhibit A

Receipt of this completed form will assist us in calling for future solicitations. Please state the reasons why you are not proposing an offer or bidding. Complete and submit this form prior to the closing date and time as shown on the Notice of Request for Proposals.

RFP No. 26-001-6110 **Title**: **As-Needed Plan Check, Community Development Technician, Building Inspection, and Building Official Services**

A Proposal is not being submitted for the following reason(s):

Request for Proposal (RFP)

- ☐ Insufficient time to prepare quote/bid/proposal
- ☐ We are unable to competitively quote/bid/propose at this time
- ☐ Insufficient information to prepare quote/ bid/ proposal
- ☐ Current client commitments, too busy to respond
- ☐ The timeframe was too short for us to be able to adequately respond
- ☐ The complexity of the RFP makes a response unreasonable
- ☐ Is there something in the RFP which prevents interest?

- ☐ If the City has stated a budget, the estimated City budget requirements within the RFP were unrealistic, please state why:

- ☐ Specifications not sufficiently defined
- ☐ Cannot obtain raw materials/goods in time to meet delivery requirements
- ☐ Other reasons or additional comments (please explain below)

Comments:

Company Name: _____

DBA: _____

Address: _____

Telephone: _____ Email: _____

Not Applicable

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Bureau Veritas North America, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

16800 Greenspoint Park Dr. STE 300S

Requester's name and address (optional)

6 City, state, and ZIP code

Houston, TX 77060

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

0	6	–	1	6	8	9	2	4	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 1/2/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

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CITY OF PALMDALE

AFFIDAVIT OF NON-COLLUSION and NON-DISCRIMINATION

Exhibit D

I hereby swear (or affirm) under the penalty of perjury:

A. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

C. No attempt has been made or will be made by the bidder/proposer to induce any other person, partnership, or corporation to submit or not submit a proposal for the purpose of restricting competition.

D. The Bidder/Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, sexual orientation, gender identity, national origin, or disability, and that it complies with all applicable Federal, State and local laws and executive orders regarding employment.

In connection with the performance of work under this contract, the Bidder or Proposer agrees as follows:

1. The Bidder or Proposer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity, national origin, or ancestry. The Bidder or Proposer shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, national origin, sex, sexual orientation, gender identity, or ancestry.

2. In the event of the Bidder's or Proposer's non-compliance with this non-discrimination clause, the Bidder or Proposer may be canceled or terminated. The Bidder or Proposer may be declared ineligible for further contracts with the City of Palmdale until satisfactory proof of intent to comply shall be made by the Bidder or Proposer.

3. The contract agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

I have read the above stated clauses and agree to abide by its requirements.

Authorized Signature: Craig Baptista Printed Name/Title: Craig Baptista, VP - West, Pl

Company Name: Bureau Veritas North America, Inc.

Doing Business As: N/A

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CITY OF PALMDALE

CERTIFICATION OF INSURABILITY

Exhibit E

I hereby swear (or affirm) under the penalty of perjury:

As an authorized representative of the proposing company, should our Company be determined to be the Successful Proposer, our Company will promptly provide such proof of insurance to the City within five (5) business days in reply to the CITY's *Notice of Intent to Award*. The CITY will remind the Apparent Successful Proposer in the *Notice of Intent to Award* letter. Proof of insurance requirements may be submitted electronically to the email address below with the RFP Number and Title referenced in the Subject field:

To: Purchasing@cityofpalmdale.org

Contracts will not be executed until formal proof of all required insurance(s) pursuant to **Attachment B** – *Sample Contract for Services* for **RFP No. 26-001-6110 Title: As-Needed Plan Check, Community** have been received and approved by the CITY. It is agreed that the Apparent Successful Proposer shall maintain in force at all times during the performance of the engagement all policy or policies of insurance.

If the CITY requires corrections (i.e., limits, endorsements) the Successful Proposer has five (5) days from such request to complete all corrections. Failure to meet these deadlines will allow the CITY the right to reject the Proposer's proposal as non-responsive and proceed to the next finalist.

I hereby assure City of Palmdale that the company has or is able to procure the insurance coverage(s) required should the Company be awarded the Contract and shall maintain all the insurance requirements by the submission of this offer.

Bureau Veritas North America, Inc.

Proposer Company Name

Craig Baptista

Signature of Authorized Representative signing on behalf on Proposer

Craig Baptista

Print Name of Authorized Representative of Proposer Company

3/26/26

Date

BUREAU VERITAS 250 N Westlake Blvd, Suite 150 | Westlake Village, CA 91362
P. 805.230.2888 | www.bvna.com

BIDDER DISCLOSURE STATEMENTS

Exhibit F

The Bidder must provide a declarative (yes/no) answer regarding the following questions. If any answer is affirmative, the Bidder must provide full details about the matter. While not an automatic cause for disqualification, an affirmative answer may result in an evaluation of the Bidder's responsibility. A decision will then be made based on the seriousness of the matter, the matter's possible impact on the performance of the contract, and the best interests of the City of Palmdale.

Within the past five (5) years:

ITEM	DISCLOSURE STATEMENT	YES	NO
A.	Has the Bidder and/or subject company had a contract terminated for default or cause?	○	◉
B.	Has the Bidder and/or subject company been assessed any penalties, including liquidated damages, under any of its existing or past contracts with any organization or governmental entity?	○	◉
C.	Has the Bidder and/or subject company been the subject of any governmental action limiting the right of the Bidder and/or subject company to do business with that entity or any other governmental entity?	○	◉
D.	Has trading in the stock of the subject company ever been suspended? Give date and explanation.	○	◉
E.	Has the Bidder and/or subject company previously operated as a like-kind business under any other business name and/or taxpayer identification number?	○	◉
F.	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the subject company, filed bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding?	○	◉

By the signature affixed to **Exhibit B** – *Offer Signature / Cover Page* of this Solicitation, Respondent hereby certifies that the above information is true and accurate.

This completed form must be returned as part of the bid response. Failure to complete this page may deem your bid not responsive.

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DEVIATIONS and/or EXCEPTIONS FORM

Exhibit H

[ ] Specifications and/or Requirements

[ ] Contract for Services Provisions (No exceptions and/or deviations to insurance requirements allowed)

All deviations and/or exceptions to the requirements of this solicitation must be noted below. The City will consider any deviations and/or exceptions indicated in its award decisions. The City reserves the right to accept or reject any and all responses based on any deviation and/or exception indicated on this form. Respondents are cautioned that by taking any exception they may be materially deviating from the RFP. **Please do not attach a company letterhead in lieu of any entry on the section below.** In the absence of any entry on the section below, the bidder assures the City of their full compliance with the specification and conditions as listed in this solicitation. The page number, paragraph, and item number should be referenced when deviating from the specification and must be included.

The City reserves the right to reject any or all cost proposals as a result of this RFP and to waive any informality or irregularity in any bid proposal received and to be the sole judge of the merits of the respective cost proposals received, and to accept or further negotiate cost, terms, or conditions of any cost proposal determined by the City to be in the best interest of the City even though not the lowest cost proposal. **This form may be duplicated if additional pages are needed.**

Reference No.	**Description**
	No exceptions taken.

Bureau Veritas North America, Inc.

Company Name

Craig Baptista, VP - West, Plan Check and Inspections

Printed Name and Title

Craig Baptista

Authorized Signature

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IRAN CONTRACTING ACT VERIFICATION

Exhibit I

(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of $1,000,000 or more, a Supplier must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; orb) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, check the correct option below and insert your supplier or financial institution name and Federal ID Number. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

◯ **OPTION #1 - THIS PROJECT IS LESS THAN $1,000,000.**

By (Authorized Signature)	*Date Executed*
Printed Name and Title of Person Signing	

◉ **OPTION #2 – CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the suppler/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Supplier Name/Financial Institution	*Federal ID Number (or n/a)*
Bureau Veritas North America, Inc.	06-1689244
By (Authorized Signature)	*Date Executed:*
Craig Baptista	3/26/26
Printed Name and Title of Person Signing:	
Craig Baptista, Vice President	

(Continued on Next Page)

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◯ **OPTION #3 - EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

Supplier Name/Financial Institution	*Federal ID Number (or n/a)*
By (Authorized Signature)	*Date Executed*
Printed Name and Title of Person Signing	

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COST PROPOSAL

EXHIBIT J - COST PROPOSAL - CITY OF PALMDALE
RFP NO. 26-001-6110 AS-NEEDED BUILDING PLAN CHECK, COMMUNITY DEVELOPMENT TECHNICIAN, BUILDING INSPECTION AND BUILDING OFFICIAL SERVICES

Bureau Veritas' pricing reflects our commitment to the success of the City of Palmdale by helping you maintain significant quality and cost saving benefits moving forward. These Include:

- Highly qualified staff familiar with the City's needs
- Reduced plan review turnaround times
- Implementation of electronic plan review processes to help improve efficiency and control costs
- Commitment to maintain a proposed rate structure for the life of the initial contract period
- Confidence of working with a well-established consultant in operation for 198+ years

PLAN REVIEW PERCENTAGE OF FEE
65% of City Collected Plan Review Fees

HOURLY RATES	
Personnel Classifications	**Hourly Billing Rate**
Building Official / Fire Protection Engineer	$165.00
Structural Review	$155.00
Sr. Plan Review Engineer (P.E.)	$145.00
Plan Check Engineer (P.E.) / Sr. ICC Certified Plans Examiner / CASp Plan Reviewer	$135.00
ICC Certified Plans Examiner	$130.00
CASp Inspector	$150.00
Sr. Building Inspector	$110.00 - $120.00
Building Inspector	$95.00 - $105.00
Permit Technician	$75.00 - $85.00
Administrative / Clerical	$60.00 - $75.00

- Overtime (OT) will be charged at 25% times the standard hourly rate, hours worked on a designated holiday will be charged at the appropriate OT rate. No overtime will be changed without approval.
- Rates and cost estimates shown above exclude per diem, and union rates. Should these be applicable, BV will discuss and negotiate fees to account for increased personnel costs.
- Extremely large and/or complex projects can be pre-negotiated.
- Hourly fees are subject to an annual adjustment in accordance with the CPI with the City's prior approval. Prevailing wage subject to increase per DIR guidelines.
- Mileage for employee-owned vehicles used in connection with the work will be at the current IRS rate.
- Plan Review will be invoiced after initial review is complete. Hourly services will be invoiced monthly.
- Field required services to be invoiced at a 4 hour minimum.
- Expedited plan review services can be performed upon request at 1.5x standard rate.

AGREEMENT NO. A-9965
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND BPR CONSULTING GROUP

This CONTRACT for services ("Contract" herein) is made and entered into by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and BPR CONSULTING GROUP, a S CORPORATION, (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in this Contract.

NOW THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1 City Project Manager

To provide the services required by this Contract, CONTRACTOR shall act under the authority and approval of Economic and Community Development Director/designee, who shall oversee this Contract, the work performed by CONTRACTOR, assist CONTRACTOR with any necessary information, audit billings, and approve payments. The CONTRACTOR shall channel all contacts and requests through the City project manager.

2 Description Of Work

2.1 CONTRACTOR shall provide the following services in a manner satisfactory to CITY:

The selected Consultant(s) shall provide plan check services, building inspections Building Official and community development technician services as requested by the City. Such services shall include enforcement of the City's building laws and codes and all applicable California Codes; review of construction drawings to assure compliance with City and California adopted laws and codes; interfacing with permit applicants and community development staff; and conducting inspections. Specific projects may include residential, non-residential, and commercial projects, or any other project type as assigned. Any single job may require one or subsequent reviews of submitted plans. Type of proposed plan check work may include new construction, tract housing, ADU's, remodels, additions, green building, LEED construction, disabled access compliance, flood zone construction, and public nuisance abatement.

1. Plan Review
Consultant, upon request of the City, shall review complex as well as common place commercial/industrial and residential projects for compliance with all applicable California Building Codes as amended by the City of Palmdale, including:

•Structural, architectural, mechanical, electrical, and plumbing;
•Green, energy, and accessibility;
•Provide engineering consultation services for non-engineer City plan check staff.Plan review letter comments shall be specific, detailed, complete, and reference plansheet and plan check numbers and code sections where applicable. Consultant shallbe responsible for the following tasks:
•Issuance of written corrections using the City's Accela/DigEPlan review software;
•Provide subsequent oral and written communications with project representatives as needed to provide code interpretations and obtain plan approvals;
•Complete initial plan reviews within 14 days of receiving the drawings.Subsequent reviews shall be completed within 8 days;
•Expedited plan review services completed within 5 days of receiving the drawings. Subsequent review shall be completed within 4 days;
•Complete field inspections and reports within 14 days;
•Consultant, upon request of the City, shall attend any required meetings connectedwith the plan review or field inspection of City projects;
•Consultant, upon request of the City, shall provide transportation to and from the fieldinspection locations when required.
•Consultant, upon request of the City, shall attend meetings, including but not limited to Development Advisory Board (DAB) meetings, and preliminary submission meetings held for special projects.

When satisfied that the plans comply with the applicable City and State laws, Consultant shall approve plans, stamp the plans, and upload plans to the City's Accela platform for permit issuance. Once uploaded, the Consultant shall notify both the applicant and the City plan reviewers.

2. Building Inspection
Consultant, upon request of the City, shall:

•Provide building inspection services during the course of construction to enforce compliance with the conditions of approval, provisions of the City's building laws, and code requirements set forth on the approved plans for which a permit was issued. In the performance of such duties, the Consultant shall observe each project at the completion of the various stages of construction for compliance with the appropriate City and State code.
•Specialty field inspections and reports by plan check staff are completed within 3 to 5 days of approved plans.
•Perform technical work in the Economic and Community Development Department's Building and Safety Division.
•Inspect residential, rental, and commercial/industrial structural building systems at various stages of construction, alteration, and repair to assure compliance with approved plans, specifications, codes, ordinances, rules, and regulations.
•Maintain a variety of inspection-related records and reports using the City of Palmdale permit software, Permits Plus, and/or Accela.
•In the event of a catastrophe or emergency, provide inspections to assist the City with building safety assessments and provide emergency plan check and inspection services.

3. Contract Community Development Technician
Consultant, upon request of the City:

•Calculate fees and issue building, T.I, residential combo, plumbing, mechanical, electrical, sewer, demolition, industrial waste, and combo commercial permits.
•Use permitting and plan check software to issue and route plans.
•Assist the public on the phone and in person regarding questions or processing permits and questions on local, state, and federal regulations on current City building codes, ordinances, documents, standards, and guidelines.

4. Building Official
Consultant, upon request of the City, shall:

• The Building Official assigned shall be subject to CALPERS reporting requirements.
•Serve as the designated authority charged with the administration and enforcement of local, state, and federal codes, ordinances, and regulations for all buildings and structures; administers the plan review and inspection process of buildingconstruction and alterations.
•Plan, direct, and coordinate the activities of the Building & Safety Division.
•Assist in the development and implementation of goals, objectives, policies, and priorities.
•Direct and participate in the development, implementation, and modification of the plan checking and building inspection policies and procedures of the City.
•Monitor trends, legislation, and standard practices, and advise the Director of Economic and Community Development on appropriate Building and Safety codes, policies, procedures, and practices to adopt.
•Prepare and process updates to the Building Code and related codes needed.
•Provide any other services as may be necessary for the administration and enforcement of the California Building Code and related codes, and application provisions of thePalmdale Municipal Code.
•Assist with and implement new procedures and processes, such as the permit/plan review tracking system.
•Confer with developers, architects, engineers, and others regarding building codes and ordinance requirements.
•Direct and participate in the review and modification of all applicable codes, rules, and regulations.
•Coordinate building safety services, activities, and meetings with other divisions and departments of the City.
•Review engineered plans for residential, commercial, and industrial projects.
•Review and approve all projects prior to permit issuance.
•Appear before agencies, business and civic groups, and other organizations in the presentation and discussion of building and safety-related problems, proposals, projects, and policies.
•Serve as staff and provide recommendations to various City and citizen advisory committees, boards, and committees as assigned.
•Direct and participate in the presentation and administration of the department budget.

•Recommend the appointment of personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures as required; maintain discipline and high standards necessary for the efficient and professional operation of the department.
•Perform related duties as assigned.

5. Selection of Work

The City may request the contracted Consultant(s) to provide quotes and/or negotiate prices on larger or specialty projects on a project-by-project basis. The City's intent is to solicit competitive quotes from contracted Consultant(s) with the lowest price quote for specific projects and services; however, multiple quotes may be requested from several contracted Consultant(s) for a single project and/or the same project and determination will be based on the Consultant's expertise in specific disciplines, availability of consultant's staff, specified hourly rate for specific projects, and other related qualifications as determined by the City Building Official and/or Plan Checker. There is no minimum guarantee of work. The consultant shall be required to provide all invoices for the previous month, no later than the 15th of every month following services rendered to ensure proper billing.

2.2 CONTRACTOR shall have no claim for compensation for any services or work, which has not been authorized by CITY's Authorization to Proceed.

2.3 CONTRACTOR shall not accept any change of scope, or change in contract provisions, to this Contract unless issued in writing, as a contract change order or amendment and signed by CITY. Any extensions of time must be mutually agreed upon in writing and executed by both parties.

2.4 CONTRACTOR shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

2.5 All work supplied under this Contract shall be fully guaranteed by CONTRACTOR for the duration of the project. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

2.6 CITY shall provide to CONTRACTOR, without charge, all data, program information, including reports, records, maps, and other information, now in CITY's possession, which may facilitate the timely performance of the work.

3 Contractor's Key Personnel

3.1 **Key Staff.** CITY reserves the right to review and approve CONTRACTOR'S staff including all subcontractors to be assigned to any project by CONTRACTOR during the term of this Contract.

This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not

change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

CONTRACTOR's Team and Key Personnel are as follows:

Ron Beehler, Principal in Charge
Bill Rodgers, Project Manager
Roger Peterson, Plan Review Manager

This Services Contract has been awarded to CONTRACTOR based on its representation that those personnel and subcontractors submitted as part of its bid and listed above will perform the portions of the work listed above.

CONTRACTOR shall not deviate nor substitute any of these team members without prior written approval by CITY.

3.2 **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

3.3 **Direct Responsibility.** All services required under this Contract shall be performed by CONTRACTOR, or under CONTRACTOR's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

3.3.1 CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Contract, and compliance with all reasonable performance standards established by CITY.

3.3.2 CONTRACTOR shall be responsible for payment of all CONTRACTOR's employees' and subcontractor's wages and benefits and shall comply with all requirements pertaining to the employer's liability, workers' compensation, unemployment insurance, and Social Security.

3.3.3 CONTRACTOR shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from CONTRACTOR's acts or omissions with respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

3.4 Standards of Performance. CONTRACTOR shall be responsible for the completeness and accuracy of its services and work and documents resulting there from, and CITY shall not be responsible for discovering deficiencies therein. CONTRACTOR shall correct any such deficiencies or errors without additional

compensation and without cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY-furnished information.

4 Contract Term

The term of this Contract is TWO (2) YEARS, commencing on the effective date, with CITY reserving the option to extend the agreement for 3 additional terms of one year each.

5 Acceptance And Documentation

Each task shall be reviewed and approved by the Contract Project Manager to determine acceptable completion.

5.1 **Records**. The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

5.2 **Property of CITY.** All materials, including reports, computer programs and other deliverables, supplied or created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

5.3 **Products.** All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

6 Price

CITY shall pay to CONTRACTOR an amount not to exceed Seven Hundred and Fifty Thousand dollars ($750000) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

See ATTACHMENT A, Exhibit J (Fee Schedule)

6.1 An application for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

6.2 CONTRACTOR shall maintain adequate records and shall permit inspection and audit by CITY of CONTRACTOR's charges under this Contract. CONTRACTOR shall make such records available to CITY during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to CITY and any specified public agencies.

Such records shall be maintained by CONTRACTOR for five (5) years following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event CONTRACTOR shall retain its records for the time required by such laws.

6.3 **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

7 Taxes

7.1 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with state and local laws.

7.2 CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation, or liability on behalf of CITY. No person employed by CONTRACTOR or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

7.3 CONTRACTOR shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

7.4 When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the work, CONTRACTOR shall assist the City in applying for and obtaining such tax credits and exemptions, which shall be paid or credited to the City.

8 Patent Fees And Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, program, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, program, product or device is specified in the contract documents for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. CONTRACTOR shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, program, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

9 Indemnification

To the fullest extent permitted by law, CONTRACTOR and any subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter “Indemnified Parties”) for any loss, claim,

demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of CONTRACTOR, or its subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, CONTRACTOR and, as applicable, any subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONTRACTOR shall ensure that the contract of any subcontractor working under this agreement contain an indemnity agreement, requiring the subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONTRACTOR shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

10 Insurance

10.1 CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed “A” or better in the Best’s Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 10.8, must be reviewed and accepted by the City Attorney**.

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

10.1.2 Commercial General Liability
$2,000,000.00 limit on a per occurrence basis
$4,000,000.00 general aggregate limit

10.1.3 Commercial Automobile Liability
$2,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

10.1.4 Professional Liability (Errors & Omissions)*
$2,000,000.00 per occurrence

10.1.5 Cyber Liability*
$2,000,000 limit on a per occurrence basis

10.2 All of CONTRACTOR’s policies shall contain an endorsement providing that written notice shall be given to CITY at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage in the policy.

10.3 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, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured”.

B. “Severability of Interest” Clause.

10.4 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.

10.5 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.

10.6 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.

10.7 All insurance coverage must be maintained throughout the duration of this Contract.

10.8 Acceptable Proof of Insurance:

10.8.1 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.

10.8.2 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.

10.8.3 *When professional (E&O) and/or cyber liability coverage is provided on a “claims made basis”, CONSULTANT 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 CONSULTANT, or its officers, employees, or agents during the time this Agreement was in effect.

10.9 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.

10.10 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 10 will not be impacted and/or limited by such deviation.

11 Termination Without Cause

City reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. CONTRACTOR shall also surrender to CITY all finished or unfinished documents, processes, programs and other supplies and materials, which shall be City’s property. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

12 Termination For Cause

If CITY determines that CONTRACTOR has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, CITY shall give written notice to CONTRACTOR specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for CITY’s dissatisfaction and suggest corrective measures. If, after thirty days, CONTRACTOR has failed to implement appropriate corrective measures, CITY may elect to terminate this Contract in whole or in part.

12.1 In the event CITY terminates this Contract, in whole or in part, for cause, CITY may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

12.2 CONTRACTOR shall provide all finished or unfinished documents, data, studies, software, drawings, programs, processes, maps, photographs, reports, etc., prepared by CONTRACTOR within fifteen (15) working days after notice of termination. Upon such termination, CONTRACTOR shall be paid an amount equal to

the value of the services provided and work performed as of the date of termination, taking into consideration the costs associated with hiring another CONTRACTOR to complete the services. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses. The above is in addition to any other remedies available by law or equity to CITY.

12.3 If, after notice of termination of the Contract under the provisions of this Section 12, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 11.

13 Dispute Resolution

All claims, disputes, and other matters in question between CITY and CONTRACTOR arising out of or relating to this Contract or the breach thereof shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

14 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 Agreement (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 Agreement. 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.

15 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.

16 Delegation And Assignment

16.1 CONTRACTOR shall not delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to CONTRACTOR from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

16.2 Any assignment, delegation or subcontract shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CONTRACTOR under this Contract.

17 Non-Discrimination And Equal Employment Opportunity

17.1 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.

18 Financial Interest Certification

18.1 CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no officer or employee of the CITY has any interest, financially or otherwise, in CONTRACTOR’s firm.

18.2 For breach or violation of this warranty, CITY shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

19 Conflict Of Interest

19.1 CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it

will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONTRACTOR to be “financial interested” (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

19.2 CONTRACTOR shall not employ any City official or employee to perform any work required pursuant to this Contract.

19.3 To the extent required by the City Manager or his designee, CONTRACTOR shall complete and file with the City Clerk a Form 700 Statement of Economic Interests disclosing any reportable property interests, income, gifts, investments, or business positions.

20 Compliance With Law

20.1 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.

20.2 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.

20.3 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.

21 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.

22 Notices

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

23 Entire Agreement And Amendments

23.1 This Contract is the complete Agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

23.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by CONTRACTOR hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

23.3 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

24 Attorney's Fees

If any action at law or in equity is brought to enforce or interpret any provisions of this Contract, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

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:

Salvado Mendez
City Manager

Megan Taggart
Jul 15, 2026, 4:57 PM PDT

BPR CONSULTING GROUP:

Ron Beehler
Jul 16, 2026, 3:16 PM PDT

Ron Beehler
Principal In Charge

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

ADDRESS FOR NOTICE:
BPR CONSULTING GROUP
PO Box 2404
Granite Bay, CA 95746

APPROVE AS TO FORM:

Alexandra Severino
City Attorney

ATTEST: If Corporation

William T. Rodgers
Jul 20, 2026, 8:55 AM PDT

Secretary

ATTEST:

Rochelle Scott
City Clerk

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

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Attached Agreement Checklist and met all requirements

Record of Signing

For City of Palmdale
Name Megan Taggart
Title



Signed on Jul 15, 2026 4:57 PM PDT

Secured by Concord™
DocumentID: 033qAykqI2NGRY1uutEvcn
SigningID: 033qAykZENVOhnXZ00A14S
UTC Signing time: 2026-07-15 23:57:02 UTC
IP Address: 45.62.177.244
Email: mtaggart@cityofpalmdaleca.gov

For Ron Beehler
Name Ron Beehler
Title rbeehler@bpr-grp.com



Signed on Jul 16, 2026 3:16 PM PDT

Secured by Concord™
DocumentID: 033qAykqI2NGRY1uutEvcn
SigningID: 033qhrBW8j2RMOSiPtuskU
UTC Signing time: 2026-07-16 22:16:45 UTC
IP Address: 12.71.106.162
Email: rbeehler@bpr-grp.com

For BPR Consulting Group
Name William T. Rodgers
Title Partner



Signed on Jul 20, 2026 8:55 AM PDT

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DocumentID: 033qAykqI2NGRY1uutEvcn
SigningID: 033sprcGg98ZXIERLKJFdy
UTC Signing time: 2026-07-20 15:55:47 UTC
IP Address: 70.9.92.255
Email: brodgers@bpr-grp.com

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Where agreements happen.

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

Prepared By:
BPR Consulting Group
2930 Inland Empire Blvd., Suite 116
Ontario, CA 91764

BPR
CONSULTING GROUP

Proposal to Provide
As-Needed Plan Check, Community Development Technician, Building Inspection, and Building Official Services



Prepared For:
City of Palmdale
38300 Sierra Highway
Palmdale, CA 93550

March 26, 2026

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Sample Plan Review Letters
Leadership and Key Personnel Resumes
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Exhibits
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- Exhibit B | Respondent Signature/Cover Page
- Exhibit C | W-9
- Exhibit D | Affidavit of Non-Collusion and Non-Discrimination
- Exhibit E | Certification of Insurability
- Exhibit F | Bidder Disclosure Statements
- Exhibit G | Client References
- Exhibit H | Deviations and/or Exceptions Form
- Exhibit I | Iran Contracting Act Verification

LETTER OF TRANSMITTAL

March 26, 2026
City of Palmdale
Purchasing Division
38300 Sierra Highway
Palmdale, CA 93550

RE: Proposal to Provide As-Needed Plan Check, Community Development Technician, Building Inspection, and Building Official Services

BPR CONSULTING GROUP
2930 Inland Empire Blvd. #116
Ontario, CA 91764

AUTHORIZED INDIVIDUAL:
Ron Beehler, SE, CBO
Principal
2930 Inland Empire Blvd. #116
Ontario, CA 91764
P: 916.204.3178
rbeehler@bpr-grp.com

Thank you for the opportunity to present this proposal to provide As-Needed Plan Check, Community Development Technician, Building Inspection, and Building Official Services for the City of Palmdale. We understand that the City of Palmdale is looking to partner with a highly qualified firm with the depth of resources and qualified staff to provide the requested building safety services on an as-needed basis. BPR has current experience providing these same services to nearby Southern California communities and a highly qualified team that is very familiar with the City of Palmdale. With a staff of over 120 professionals, BPR has the knowledge, experience, and staffing resources needed to provide the requested **Plan Check, Community Development Technician, Building Inspection, and Building Official Services** and to support the City in an efficient and professional manner.

Our proposed team is ready to begin providing the requested on-call services immediately. Our proposal provides a detailed introduction to our firm and a clear description of BPR's ability to enhance responsiveness, reduce turnaround times, and improve customer service for the City of Palmdale. BPR fully understands the scope of work as described in the RFP and is well-equipped to provide the City with the requested services efficiently, economically, and in compliance with applicable industry standards and best practices.

Ron Beehler, SE, CBO will be the primary point of contact through the proposal and agreement process. As a principal of BPR Consulting Group, Ron is authorized to bind the firm to all commitments made in our proposal. Bill **Rodgers, SE,** also a principal of BPR, will serve as Project Manager. All forms, certificates, and compliance requirements included in RFP No. 26-001-6110 are completed and duly submitted in the proposal response. We will not be using subcontractors to perform any of the requested services. BPR acknowledges that all documents submitted pursuant to this RFP will become a matter of public record. Our proposal remains firm for 120 days following the due date of this submittal, March 26, 2026.

Please feel free to contact me if you have any questions concerning our qualifications or the services we provide. I can be reached at rbeehler@bpr-grp.com or **916.204.3178**. BPR is in receipt of all questions and answers posted on Palmdale's PlanetBids website. Thank you for taking the time to review our qualifications. We look forward to the opportunity to contribute to and support the community spirit of the City of Palmdale.

Sincerely,

Ron Beehler, SE, CBO | Principal
BPR CONSULTING GROUP

ORGANIZATION STRUCTURE, QUALIFICATIONS, EXPERIENCE

FIRM INTRODUCTION

BPR Consulting Group was founded by a group of experienced veterans of the building safety industry with the sole focus of providing all aspects of building department services including thorough and efficient as-needed plan check, permit technician, building inspection, and building official services on behalf of California communities. Our leadership team ***has worked together for nearly 22 years consecutively, since 2021 as BPR, supporting building departments throughout California*** and collectively possesses ***more than 100 years of experience*** providing building safety services to cities, counties, state agencies and other municipal agencies throughout California and the Western United States. Our mission is to support California building departments in a professional manner by providing efficient, timely and superior quality building safety services for the communities we serve.

HEADQUARTERS:
BPR Consulting Group
P.O. Box 2404
Granite Bay, CA, 95746

SOUTHERN CALIFORNIA (LOCAL OFFICE SERVING PALMDALE)
2930 Inland Empire Blvd. #116
Ontario, CA 91764

NORTHERN CALIFORNIA OFFICE
2130 Professional Dr. #150
Roseville, CA 95661

CENTRAL CALIFORNIA OFFICE
1027 Central Place
Madera, CA 93637

OWNERS | PRINCIPALS
Ron Beehler, SE, CBO
Roger Peterson, SE
Bill Rodgers, SE, ICC

Our talented staff of experienced ICC certified plans examiners, California licensed engineers and architects, OSHPD and CASp experts, ICC certified building inspectors, ICC certified permit technicians and ICC certified building officials have extensive experience providing the same building and safety division services as those being requested by the City of Palmdale. BPR's staff members presently provide similar on-call services for numerous public agencies throughout the State of California including the nearby Southern California communities of El Monte, Artesia, Gardena, Maywood, Bell Gardens, Redondo Beach, Ontario, Claremont, Pomona, Rancho Cucamonga, Eastvale, Murrieta, La Mesa, and the Counties of Los Angeles, San Bernardino and San Diego, to name a few.

Unlike the large national firms, BPR's services are focused on the delivery of high-quality building safety services, tailored to your community's specific needs, with the goal of exceeding your expectations by:

- Providing all services in a **timely and cost-effective** manner.
- Providing a **high level of customer service** for internal and external customers.
- Providing **qualified and experienced personnel** who have the ability to perform thorough plan reviews and inspect all aspects of projects and effectively identify, communicate and explain relevant code requirements to designers, contractors, and owner builders.
- Work **collaboratively** and **supportively** with other City departments.

- Balancing the need to ensure conformance to standards and regulations with the need for **predictability, uniformity, and efficiency**.
- **Adjusting staffing levels** to meet service demands.

Our **Building Safety team of 120+ professionals** consists of the following: California licensed structural, civil, mechanical, electrical, and fire protection engineers; ICC certified building plans examiners and certified Access Specialist (CASp) professionals, as well as ICC certified building officials, ICC certified permit technicians, and highly experienced administrative personnel.

Building department services that we provide to municipalities and agencies include:

- Building safety plan review services
- CASp plan review and inspection services
- Permit technician and support services
- Building department management services
- Building inspection services
- Building Official services
- Fire prevention plan review and inspection services
- Civil plan review and inspection services
- Planning Services

ORGANIZATIONAL STRUCTURE

BPR is a California Limited Liability Corporation. No ownership changes have occurred in the past five (5) years. BPR has no parent or subsidiary relationships. All of our offices are fully staffed with licensed engineers and ICC certified plans examiners, multiple well-qualified field inspectors, community development technicians, and building officials are sourced out of each regional office.



MAJOR FUNCTIONAL AREAS

Below are the primary functional areas relevant to this proposal and the key staff who will lead these areas. Further details on each individual are provided in the following section, Proposed Staffing and Management Plan, as well. The key staff identified below have the ability to respond immediately to issues related to the services we provide and have a proven track record of doing so as will be confirmed by our client references. Staff will be available based on the needs of specific staffing requests or plan review assignments to ensure all service requests are addressed in a timely manner.

Project Management

- **Ron Beehler, SE, CBO, ICC, –** Principal in Charge
- **Bill Rodgers, SE, ICC, –** Project Manager

Plan Checking Services

- **Roger Peterson, SE** – Roger will have overall responsibility for delivery of plan review services, ensuring plans are reviewed accurately and on time. Years of performance: 35
- **Charles Nganga, SE** – Lead Structural Plans Examiner. Charles leads our structural plan review team, providing expert plan review services as well as guidance, mentorship and education for our structural plans examiners. Years of performance: 10
- **Denise Reese, ICC, CBO** – Lead Non-Structural Plans Examiner. Denise leads our non-structural plan review team, providing expert life safety plan review services as well as guidance, mentorship and education for our non-structural plans examiners. Years of performance: 16

Building Inspection Services

- **Mark Berg, CBO, MCP, ICC** – Mark will lead the building inspection team. Mark is a highly experienced building inspector for all types of projects both commercial and residential. Mark provides expert guidance for our building inspection team. Years of performance: 31

Permit Technician (Community Development Technician) Services

- **Denise Reese, ICC, CBO** – Denise will lead the team of permit technicians providing Community Development Technician Services. Denise began her career as a Permit Technician and provides guidance and management for our permit technician team. Years of performance: 16

Building Official Services

- **Mark Berg, CBO, MCP, ICC** – Mark will serve as lead Building Official. Mark is a highly experienced building official, with extensive experience providing building official services to numerous Los Angeles area and Inland Empire jurisdictions. Years of performance: 31

- **Ron Beehler, SE, CBO, ICC, -** Ron will serve as a back up Building Official. Ron has extensive experience providing building official services for multiple California communities including interim assignments. Years of performance: 35

FINANCIAL CONDITION

BPR Consulting Group is financially sound, and we maintain adequate cash reserves to meet the ongoing business needs of our firm. Additionally, BPR has no outstanding debt and neither BPR nor any of its principals have ever filed for bankruptcy. BPR does not have any performance-related litigation, contract defaults, planned office closures, impending mergers, bankruptcies or other conditions related to the financial health of the company. Requested financial information can be found in the Appendix.

EXPERIENCE PERFORMING LIKE SERVICES

The matrix below illustrates key personnel experience with local jurisdictions for whom BPR provides services similar to those requested by the City of Palmdale. Key personnel will be assigned to the City of Palmdale for the duration of the agreement. Descriptions of services provided and specific project examples are provided in the Similar Project Experience section of this proposal.

Project Name	Key Personnel									
	Ron Beehler, SE, CBO	Bill Rodgers, SE, ICC	Roger Peterson, SE	Mark Berg, CBO, MCP, ICC	Charles Nganga, SE	Denise Reese, ICC	Andrew Burke, CASp, ICC	Jingpei Zhang, PE	Tom Trimberger, ICC	Mark Coco, ICC
City of Gardena Building Plan Review and Inspection	●	●	●	●	●	●	●	●	●	●
County of Los Angeles Building Plan Review	●	●	●	●	●			●	●	
City of El Monte Building Department Services	●	●	●	●	●	●	●	●	●	●
City of Bell Gardens Building Department Services	●	●	●	●	●	●		●	●	●
City of Maywood Building Plan Review and Inspection	●	●	●	●	●	●		●	●	●
City of Eastvale Building Plan Review	●	●	●	●	●	●	●	●	●	
City of Claremont Building Department Services	●	●	●	●	●	●		●		
City of Ontario Building Plan Review and Inspection	●	●	●	●	●	●	●	●	●	●
City of Pomona Building Plan Review and Inspection	●	●	●	●		●	●		●	

PROPOSED STAFFING AND MANAGEMENT PLAN

Ron Beehler, SE, CBO will serve as **Principal-in-Charge** and be the primary contact throughout the proposal/contract negotiation period. Our proposed **Project Manager, Bill Rodgers, SE, ICC**, has decades of direct experience working with Southern California communities, including Palmdale, in the provision and management of Building Safety services. Bill is committed to providing superior service to our customers. Bill values honesty, integrity, and quality workmanship and will guide BPR's delivery of services beginning with a clear understanding of Palmdale's protocols, priorities and expectations, informed by previous experience working with the City of Palmdale. Bill will work closely with **Roger Peterson, SE,** to ensure plan check services are delivered in a timely and professional manner. Bill will also work closely with **Mark Berg, CBO, MCP, ICC** regarding the delivery of building inspection and building official services. Ron, Bill, Roger and Mark are all excellent communicators with customers as well as with each other and have a proven track record of working quickly to understand and resolve any issues that may arise with the delivery of services.

LEADERSHIP

Ron Beehler, SE, CBO, ICC — PRINCIPAL | **PRINCIPAL-IN-CHARGE, BUILDING OFFICIAL**



Ron is licensed as a Civil and Structural Engineer in California and Nevada, certified by the International Code Council as a Building Official, Plans Examiner and Building Inspector. Ron is uniquely qualified to evaluate and manage all building department services. He utilizes experience gained through more than 35 years of hands-on experience performing life safety, accessibility and structural plan reviews to successfully manage building departments, building department services and high-profile projects on behalf of public agencies throughout California. Ron's experience includes establishing and coordinating on-site building department services for large multi-building projects and unique fast paced development projects. His background includes the position of Chief Building Official with the City of Sacramento directing a staff of 120 engineers, plan reviewers and building inspectors, Chief of Engineering Design and Construction for the California National Guard and Senior Structural Engineer with the Office of Statewide Health Planning and Development (OSHPD). Ron has extensive OSHPD experience including OSHPD-3 in addition to flood plain experience. Ron has been the designated Flood Plain Manager for several communities. Ron has served as Chief Building Official for multiple California public agencies including interim assignments. Ron recently served as Chairman of CALBO's Structural Committee. Years of Experience: 35; Years with BPR: 5

Bill Rodgers, SE, ICC — PRINCIPAL | **PROJECT MANAGER**



Bill is a California licensed Civil and Structural Engineer with 31 years of experience in the field of structural engineering, including 22 years of experience as a plan review engineer. Bill has worked closely with building departments across the State of California and has assisted government agencies with numerous projects of varying size and type. Bill has extensive experience with OSHPD-3 project plan review and inspections. Additionally, Bill is well versed in flood zone requirements. Under previous employment Bill was instrumental in providing and managing plan review services for the City of Palmdale and is well versed with Accela and DigEPlan systems. His wealth of experience includes managing the delivery of building department services throughout California on behalf of public agency clients and performing structural plan review for commercial and residential projects. Years of Experience: 31; Years with BPR: 5

Roger Peterson, SE — PRINCIPAL | **PLAN REVIEW MANAGER**



Roger is a California licensed Civil and Structural Engineer, and an experienced building safety professional with 35 years of experience in structural design, building plan review and plan review management. Roger has extensive experience with OSHPD-3 project plan review and inspections. Roger is also well versed in flood zone requirements. Roger has managed plan review services for all types of building structures including single and multi-story steel, and concrete-framed buildings, as well as structures utilizing timber, and masonry framing systems. Roger utilizes his detailed code knowledge, extensive design experience and on-site construction project experience to ensure accurate, thorough, and timely plan review services on behalf of municipal client agencies. Roger has many years' experience working with Accela and DigEPlan software systems. Years of Experience: 35; Years with BPR: 5

PRIMARY KEY PERSONNEL

Mark Berg, CBO, MCP, ICC — BUILDING OFFICIAL

Mark is an ICC certified Building Official, Fire Code Official, Plans Examiner, Building Inspector, and Master Code Professional with 35 years of experience performing life-safety, architectural, mechanical, plumbing, electrical, and fire reviews in residential, multi-family and commercial projects. Mark has successfully guided department staff with inspection and plan review of all phases of complex construction projects. He is experienced utilizing building department permit tracking software and managing and performing all common building department responsibilities, including plan review, multi-discipline inspections, plan review and inspection scheduling, field supervision, regulatory compliance, code interpretation, and project acceptance. Mark also possesses exceptional skills in complaint resolution, problem solving, damage assessment, and team building. Years of Experience: 35; Years with BPR: 5

Charles Nganga, SE, ICC — STRUCTURAL PLAN REVIEW

Charles is a California licensed Structural Engineer with a Master of Science degree in Civil Engineering from California Polytechnic State University in San Luis Obispo. He is also an ICC certified Plans Examiner with 10 years of

experience. His work experience, excellent education and solid commitment to the industry have enabled Charles to develop a solid track record of consistently providing clients with exceptional service. Charles also shares his skill and knowledge with other building safety professionals by developing and teaching building code related classes. Years of Experience: 10; Years with BPR: 4

Denise Reese, CBO, ICC NON-STRUCTURAL PLAN REVIEW

Denise is an ICC certified Chief Building Official and Life Safety Plans Examiner. She has 16 years of extensive experience performing life-safety, architectural, mechanical, plumbing, electrical, and minimal structural reviews in residential, multi-family and commercial projects, including OSHPD-3 licensed facilities. This valuable experience is also evident in that Denise specializes in working with applicants, designers and jurisdictions, having successfully served multiple California communities. Years of Experience: 16; Years with BPR: 4

Andrew Burke, CASp, ICC ACCESSIBILITY PLAN REVIEW

Andrew is a Certified Access Specialist and ICC certified Plans Examiner with 14 years of industry experience in plan review, inspection, administration and estimating. Andrew has extensive plan check experience in multi-story mixed use projects and provides in-depth review of accessibility issues to ensure compliance with all California Building Codes. His CASp certification provides him with the ability to ensure all aspects of accessibility have been achieved. His formal training in ICC codes, as well as on-the-job experience, helps him to provide thorough and accurate commercial and residential plan reviews and inspections. Andrew is an excellent asset to any building department both in the office and out in the field. Years of Experience: 14; Years with BPR: 3

Jingpei Zhang, EE ELECTRICAL PLAN REVIEW

Jingpei is a licensed Electrical Engineer in California and has 30 years of experience. He holds a Master's Degree in Electrical and Electronic Engineering. His extensive experience in designing a variety of facilities and systems lends to his ability to provide excellent plan review services. His experience includes the design of electrical distribution systems for healthcare centers, data centers, commercial and industrial building and educational facilities. **Years of** Experience: 30; Years with BPR: 5

Thomas Trimberger, ME, CBO, ICC MECHANICAL PLAN REVIEW

Thomas has 43 years of experience working as an engineer and within building departments both successfully providing and supervising virtually all building department functions. Thomas is a California registered Mechanical Engineer, ICC certified Building Official, Plans Examiner and Building Inspector. His extensive experience and knowledge enable him to provide excellent services to our clients. Thomas is skilled at developing relationships with developers, designers and the community to ensure plan reviews, inspections and development review functions are performed in an effective and efficient manner. He continuously assists clients by providing guidance and education on the construction and inspection process. Always helpful, personable, professional and successful in delivering a high level of customer service. Years of Experience: 35+; Years with BPR: 5

Mark Coco, ICC BUILDING INSPECTOR

Mark is an ICC certified Combination Building Inspector with a strong background in residential and commercial construction. He performs inspections across a variety of systems including roofing, electrical, mechanical, and plumbing, ensuring compliance with building codes and safety standards. With hands-on experience in home remodeling and special inspections, Mark is well-versed in construction practices such as framing, drywall, tile,

hardware installation, and finish work. He also brings experience in strategic planning, reporting, and team collaboration to support efficient inspection processes. Years of Experience: 7; Years with BPR: 2

Samantha Barker, ICC — PERMIT TECHNICIAN

Samantha is an ICC certified Permit Technician with 46 years of experience providing permit technician services in support for municipal building departments. Samantha's experience includes updating databases, data input, permit tracking system management, and report generation. In addition to her technical abilities, Samantha utilizes her excellent customer service skills to assist department customers, applicants, and City staff. Samantha is efficient, detail oriented and possesses the ability to multi-task. Years of Experience: 5; Years with BPR: 5

PRIMARY BACKUP PERSONNEL

Martha Diaz, PE, ICC — STRUCTURAL PLAN REVIEW

Martha is a California licensed Civil Engineer with over 17 years of experience providing structural and architectural plan review services for Southern California public agencies. Her background includes residential and commercial projects, with expertise in reviewing plans, calculations, and soils reports for building code compliance. Martha has worked extensively with homeowners, architects, contractors, and design professionals to support efficient project delivery. She brings a thorough, code-focused approach and strong customer service skills to every plan review assignment. Years of Experience: 18

Homayoun Hamedani, PE — STRUCTURAL PLAN REVIEW

Homayoun is a California licensed Civil Engineer with over 25 years of experience in structural engineering, including design, analysis, project management, and plan review services. His background includes residential hillside and high-end custom homes, as well as commercial projects such as restaurants, theaters, department stores, retail buildings, parking structures, and concrete podium construction. He has extensive expertise in lateral force resisting systems, foundation design, concrete and steel structures, and shoring systems. Homayoun is highly effective at ensuring compliance with all applicable building codes, ordinances, and agency requirements, and he brings strong technical expertise, meticulous attention to detail, and a practical understanding of California Building Codes and seismic requirements. He is known for his thorough approach, sound engineering judgment, and commitment to delivering reliable, code-compliant solutions. Years of Experience: 28

Robert Badmagharian, EIT — STRUCTURAL PLAN REVIEW

Robert has 12 years of experience as a Structural Plans Examiner leading complex architectural and structural plan reviews for commercial and residential projects with a strong focus on regulatory compliance, technical assessments, and stakeholder collaboration. Robert brings a proven ability to streamline permitting processes, provide expert consultation, and coordinate across internal and external teams while staying current with industry regulations and best practices. Years of Experience: 12

Maxwell Weninger, ICC, EIT — NON-STRUCTURAL PLAN REVIEW

Maxwell has 5 years of experience as an ICC certified Electrical Plans Examiner and is working towards his professional engineering license. Max brings experience reviewing electrical plans for a wide variety of projects including large-scale multistory hotels, large-scale apartment buildings, industrial facilities, large- and small-scale

residential structures and residential solar projects. Max is an effective communicator and a team player, always striving to make the plan review process as smooth as possible for applicants. Years of Experience: 5

Kevin Brenton, CBO, CASp, ICC NON-STRUCTURAL PLAN REVIEW

Kevin is a California certified Building Official, a CASp professional and Commercial Combination Building Inspector with 27 years in the construction and inspection industry combined. He is an active local chapter member of the International Association of Plumbing and Mechanical Officials and active member of the local chapter of the International Code Council. Years of Experience: 27

Gabriela Scott, ICC NON-STRUCTURAL PLAN REVIEW

Gabriela has 28 years of combined experience as a Plans Examiner, Building Inspector and Building Official. She is skilled in providing plan review, as well as building and fire sprinkler inspections, for residential, commercial and industrial buildings. Gabriela also brings extensive experience regarding Green Building requirements and accessibility issues, and superior customer service skills. Years of Experience: 28

Markos Seven, ICC NON-STRUCTURAL PLAN REVIEW

With a Bachelor's Degree in Electrical Engineering and 16 years of experience, Markos' plan review focus is on mechanical, electrical and plumbing plans and specifications, reviewing documents for compliance with applicable MEP codes, ordinances and regulations. Marcos' experience includes 16 years in the building construction industry on commercial and residential projects, malls, health care, and airports, with extensive experience with electrical, mechanical, and plumbing (MEP). He has broad experience in strategic planning, the entire project management cycle, defining project constraints, risk assessment, and performance measures. Markos is diligent, detail-oriented and adept at working with all project stakeholders. Years of Experience: 4

Todd Morris, CBO, ICC BUILDING INSPECTION

Todd has over 30 years of experience in building and safety, project management, and construction oversight, serving in roles such as Building Official, Plans Examiner, Inspector, and Code Enforcement Officer. He has a strong background in construction codes, plan review, inspections, and municipal operations, with extensive experience coordinating projects, contractors, City departments, utility companies, and the public. Todd is skilled at providing code interpretation, resolving construction and plan review challenges, and developing efficient, cost-effective solutions across a broad range of projects. He also has experience in staff training and development, budget oversight, and ensuring compliance with safety, regulatory, and industry standards. Years of Experience: 30

Ben Jackson, ICC BUILDING INSPECTION

Ben is a talented and personable Building Inspector with over a decade of experience in the construction and electrical industry. Ben is an ICC certified Residential Combination Building Inspector, Building Plans Examiner, Residential Electrical Inspector and Combination Commercial Inspector. He is familiar with interpreting blueprints, technical drawings and project specifications to ensure compliance with design standards and codes. Years of Experience: 13

Luis Gonzales, ICC BUILDING INSPECTION

Luis is an ICC certified Building Inspector with 6 years of related experience and a strong dedication to the construction and inspection industry. Organized and detail-oriented, he approaches every project with reliability and focus. Bilingual in Spanish and English, Luis excels in communication, allowing him to collaborate effectively with diverse teams and ensure projects run smoothly. He is skilled in problem-solving and committed to maintaining safety, quality, and efficiency on every job**.** Years of Experience: 6

Frank Mendoza, ICC BUILDING INSPECTION

Frank is an ICC certified Building Inspector with 9 years in inspection and over 25 years of experience in residential and commercial construction, including tenant improvements. He inspects and evaluates projects involving metal stud framing, drywall installation, and wood frame construction. Frank is a proficient communicator, fluent in Spanish, who effectively collaborates with contractors, city officials, and team members. He demonstrates strong problem-solving abilities, attention to detail, and time management skills, and is committed to maintaining safety and code compliance on every project. Years of Experience: 9

ABILITY TO RESPOND



As a full-service building department consulting company, BPR Consulting Group maintains a staff of 120+ individuals with the experience, aptitude, and qualifications to perform all aspects of the building department services the City is requesting. We are a local firm located in the Los Angeles County region with significant local staff resources. Key personnel specifically selected to serve the City of Palmdale have many years of experience working together in a collaborative manner which results in effective and consistent communication. This type of communication is an asset to your City and your community, and leads to superior plan review, building inspection, community development permit technician and building official services.

Our significant depth of staff resources allows BPR the ability to address our clients' needs quickly and seamlessly providing one or multiple building safety professionals to meet requested staffing needs. Our plan review team has the depth of resources necessary to complete all plan review assignments, thoroughly and on time. Our depth of inspection resources allows us the ability to provide experienced and well-qualified building inspectors when needed. Multiple building officials and community development permit technicians complete our team of professionals committed to supporting one another and the City of Palmdale, resulting in building division success and customer satisfaction. We understand our role in the development process and take our work and commitment to our clients seriously.

BPR has experienced and qualified staff to provide substantial benefits to the City of Palmdale. Major strengths of our team include:

- A team of local professionals with high-level experience and skills in successfully providing building plan review and inspection services to communities similar to the City of Palmdale.
- Staff with a customer service focus and the knowledge and ability to apply building code provisions, building department policies and procedures uniformly and fairly.
- Promoting cooperation and partnership with other jurisdiction departments and outside agencies.
- Licensed plan review engineers, ICC and CASp certified plans examiners for thorough and timely plan review services.
- Staff with extensive **experience working with Accela and DigEPlan software systems** for project tracking and plan review.
- Extensive experience providing progressive plan review services for major and unique projects.
- The ability to adjust service levels as required to meet your workload needs.
- The ability to provide services in a timely and cost-effective manner and to remain within budget constraints.

COMMITMENT OF TEAM

Key personnel proposed will be available to perform the proposed services for the duration of the contract, on-site when requested by the City. BPR acknowledges that no person designated as "key" to the proposed service will be removed or replaced without the prior written concurrence of City. Additionally, BPR understands the City of Palmdale reserves the right to direct BPR to remove any individual, including Key Personnel, assigned to the resultant agreement.



TEAM MEMBERS / ORGANIZATION CHART

The organization chart below illustrates the BPR team, and the key personnel selected to serve the City of Palmdale, designated in **bold** text and with '*'. The balance of the staff shown below is available to provide services for the City of Palmdale on an as-neded basis. The entire BPR staff is committed to providing the City of Palmdale with high quality, dependable service.



TECHNICAL PROPOSAL

LEADERSHIP CONTACT INFORMATION

Name	Role	Email	Phone	Capacity
Ron Beehler, SE, CBO	Principal in Charge	rbeehler@bpr-grp.com	916.204.3078	As needed
Bill Rodgers, SE, ICC	Project Manager	brodgers@bpr-grp.com	925.255.0100	As needed
Roger Peterson, SE	Plan Review Manager	rpeterson@bpr-grp.com	916.202.2902	As needed

Note: All BPR employees can be reached through our main number: 916.562.3600.

SCOPE OF WORK

We understand that the Scope of Work identified in Section 3 of the RFP will be incorporated into the resulting contract. BPR is prepared to immediately provide all plan check services, building inspections/building official and community development technician services as requested by the City and described in Section 3.

Highlights of our abilities to provide all requested services include:

- **Plan Checking**

  BPR, upon request of the City, will review complex as well as common place commercial/industrial and residential projects for compliance with all applicable California Building Codes as amended by the City of Palmdale, including structural, architectural, mechanical, electrical, and plumbing, Green, energy, and accessibility. BPR has multiple experienced CASp professionals and the largest staff of California licensed engineers in the region available for consultation with non-engineer City plan check staff. **All BPR plans examiners are competent users of Accela/DigEPlan software.**

  Throughout the plan review process our dedicated staff will provide continuity and reliability, ensuring effective coordination among all stakeholders. Our professional approach prioritizes customer service, proactive problem-solving, and meticulous attention to detail. By maintaining open lines of communication and leveraging our technical expertise, we help facilitate smooth project delivery, maintain quality standards, and reduce schedule risks.

- **Building Inspection**

  BPR's experienced, ICC certified building inspectors will provide building inspection services during the course of a construction to enforce compliance with the conditions of approval, provisions of the City's building laws, and code requirements set forth on the approved plans for which a permit was issued. BPR building inspectors will observe each assigned project at the completion of the various stages of construction for compliance with the appropriate City and State codes. BPR's inspectors are

experienced in performing Specialty field inspections and qualified to perform technical work in the Economic and Community Development Department's Building and Safety Division.

- **Contract Community Development Technician**

  BPR's experineced, ICC certified permit technicians will accurately calculate fees and issue building, T.I., residential combo, plumbing, mechanical, electrical, sewer, demolition, industrial waste, combo commercial permits using Accela/DigEPlan software. In a knowledgeable and personable manner they will assist the public on the phone and in person regarding questions related to project status, inspection schedules, permit fees, permitting requirements, local, state, and federal regulations,City building codes, ordinances, documents, standards and guidelines.

- **Building Official**

  BPR's highly experienced building officials will provide professional, effective building and safety division leadership and administration. They will enforce local, state, and federal codes, ordinances, and regulations for all buildings and structures and administer the plan review and inspection process of building construction and alterations. Our building officials have served local Southern California jusrisdictions for many years and will use their experience, connections, and expertise to benefit of the City of Palmdale.

FIRM CAPABILITIES

A detailed list of the services we provide is provided below, including **CASp plan review, flood zones** and **OSHPD-3 facilities**.

PLAN REVIEW SERVICES

Our plans examiners have a thorough understanding of code requirements, are able to read, understand and interpret construction documents, topography and grading plans, energy calculations, geotechnical reports, structural calculations, electrical load calculations, commissioning reports, and other associated design documents. Our plans examination staff have the ability to prepare well-written plan review letters, communicate effectively orally and in writing and work effectively with City staff, project design teams, contractors and permit applicants. Our plans examiners possess knowledge of the most current state and local adopted building standards.



Architectural

BPR's non-structural plans examiners have provided plan review services for a vast array of projects including large residential, commercial, institutional, industrial, retail, and OSHPD 2, 3 and 5 medical office buildings. Many of our plans examiners are CASp certified. Completed plan review projects range from single-story

residential projects to complex high-rise commercial buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current editions of the following model codes:

- California Building Standards Code (Title 24) Parts 1 through 6 and 9
- International Building Code (IBC)
- Americans with Disabilities Act Standards for Accessible Design
- ANSI Standards
- NFPA Codes & Standards
- California Code of Regulations (CCR) Titles 19 and 25
- Jurisdiction-Adopted Amendments or Ordinances
- California Existing Building Code
- California Historical Building Code

Structural

Our structural engineers have extensive experience reviewing and designing building projects subjected to the significant seismic loads necessitated by the geographic location of the City of Palmdale. Our structural engineers have reviewed all types of projects including residential, multi-family, commercial, and multi-story projects including mid-rise and high-rise projects, institutional projects, industrial projects, retail buildings, schools, medical office buildings and court facilities.

Our structural engineers have experience designing and reviewing projects constructed with all building materials including the following:

- Wood
- Reinforced Masonry
- Heavy Timber / Timber Frame / CLT
- Reinforced and Prestressed Concrete
- Stressed Skin Panels
- Structural Steel
- Light Gauge Steel Framing
- Straw Bale
- Rammed Earth
- Insulated Concrete Forms, (ICF)

Our engineers have designed or reviewed a wide array of structural lateral force resisting systems including:

- Structural steel moment frames
- Buckling-restrained braced frames
- Eccentric braced frames
- Concentric braced frames
- Concrete moment frames
- Wood shear wall systems
- Masonry shear wall systems
- Concrete shear wall systems
- Cantilevered column systems
- Pre-stressed and post-Tensioned Concrete
- Various proprietary lateral force resisting systems

Our structural engineers and inspectors are experienced with the provisions of most model codes including current versions of:

- CCR Title 24, Part 2, Volumes 2 & 2.5
- International Building Code (IBC)
- AISC 341, 358 and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold Formed Steel
- ANSI / AF&PA NDS for wood framing
- ACI 318
- ACI 530 / TMS 402/602
- California Historic Building Codes
- California Existing Building Codes
- NEHRP

Mechanical, Plumbing & Electrical

BPR's Mechanical and Electrical Engineers are well versed in the California Mechanical, Plumbing and Electrical Codes. We will review submitted design documents to ensure compliance to the current edition of the following codes:

- California Building Code
- California Residential Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- Jurisdiction-adopted amendments

Energy Compliance



Our engineers and plans examiners are up to date on all California Energy Code requirements as they relate to both new and remodel construction for all project types. Our staff have experience verifying California Energy Code requirements for projects located within all climate zones. The Energy Efficiency Standards for Residential and Non-Residential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards have been updated since that time to address a multitude of building components, systems and equipment with the goal of having new and updated buildings be more energy efficient, comfortable for building occupants, and less reliant of fossil fuels.

Green Building Standards

BPR's plans examination staff have a working knowledge of the proper incorporation of CALGreen building criteria into project designs and the resulting potential impact of these standards related to building code compliance and the environment. Our plans examiners will review project documents to verify compliance with adopted Green Building Code Standards as required by state law and local amendments and ordinances.

LEED

Developed by the US Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design methodologies, construction, operations, and building maintenance. LEED certification consists of a variety of rating systems applicable to multiple building types including commercial as well as residential. Ratings reflect a measure of how well a building performs across many sustainability metrics including: energy savings, water efficiency, CO2 emissions reduction, indoor environmental quality, energy usage and the projects impact on the local environment.

Access Compliance & CASp Review

All BPR CASp-certified plan review and inspection professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our staff are experts in the industry, maintaining appropriate certifications

demonstrating their expertise, and are experienced providing services for building departments in a seamless manner balanced and in coordination with our client's expectations and needs. We work collaboratively with our clients to address accessibility plan review and inspection related issues as efficiently as possible.



Our plans examiners are fully trained and familiar with California Building Code Accessibility requirements and ADA compliance requirements and are available for plan review and/or inspection services. We offer support to municipalities for compliance enforcement and/or developing transition plans. We can assist our clients in researching and providing interpretations of various specific issues related to access compliance including access compliance obligation, transition plan development, construction costs and phasing, and regulation interpretations.

Flood Zones

BPR's staff of engineers and plans examiners have experience in providing plan reviews for projects located in FEMA designated flood zones and areas prone to flooding. BPR Consulting Group's staff has provided numerous plan reviews for projects located in flood zones using FEMA's Technical Bulletins as well as locally adopted ordinances. Additionally, members of our team have participated in state-sponsored committees to establish guideline and building code requirements for projects planned in areas designated as flood zones.

OSHPD 2, 3 & 5

BPR Consulting Group's staff of plans examiners and building inspectors have extensive experience providing plan review and inspection services for OSHPD 2, 3 and 5 projects. BPR staff members have sucessfully plan reviewed many OSHPD3 hemodialysis centers, outpatient surgery centers, hyperbaric chamber wound care facilities, and acute psychiatric facilities. BPR maintains an OSHPD certified inspectors on staff specifically to provide inspection services for OSHPD 2, 3, and 5 projects during construction. Our staff is well versed with the OSHPD 2, 3 and 5 requirements included in the California Building Code. Our inspection staff has recent experience providing inspection services for hemodialysis, outpatient surgery, hyperbaric chamber, medical clinics and acute psychiatric facilities.

Large, Unique and Complex Projects

BPR has extensive experience providing and managing plan review and inspection services for complex, multi-discipline projects. Our staff maintain the same level of education, professional licensure, and technical expertise as project designers, enabling effective communication and precise interpretation of code requirements.

BPR Consulting Group understands the specialized process of providing timely, high-quality plan review and expedited construction-phase approvals for large, complex projects such as sports and entertainment arenas, hospitals, airport facilities, parking garages, and judicial buildings. We are experienced in meeting milestone-driven schedules, including rapid plan changes, while maintaining accuracy, consistency, and adherence to the California Building Standards Code and City-specific regulations. Our approach includes detailed plan review, coordination with City departments and inspection staff, pre-submittal guidance, and ongoing support to resolve RFIs or technical questions quickly.

On-Site Consultant Services & Meeting Attendance



Our plan review staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel in person or virtually as needed. We utilize the efficiency afforded by the many electronic meeting platforms that have become available in recent years. We find electronic meeting platforms such as Microsoft Teams and Zoom allow for efficient and constructive communication between parties located throughout the United States and are an efficient tool for resolution of challenging issues both during plan review and field inspections. Our staff is available to meet with the City, project applicants and their design teams either in person or via electronic platform to resolve plan review issues efficiently and collaboratively.

Customer Service | Responsiveness

BPR's staff is always available and willing to discuss plan review issues for projects that we have reviewed with Building Division staff, applicants, designers and contractors via in-person or electronic meetings, telephone, or e-mail as required to resolve plan review related issues. We maintain Microsoft Teams, Zoom and GoToMeeting accounts to foster efficient communication with project proponents regardless of their physical location. Voice mails and e-mails will be responded to the same day they are received, if possible, always within 24 hours.

Electronic Document Review

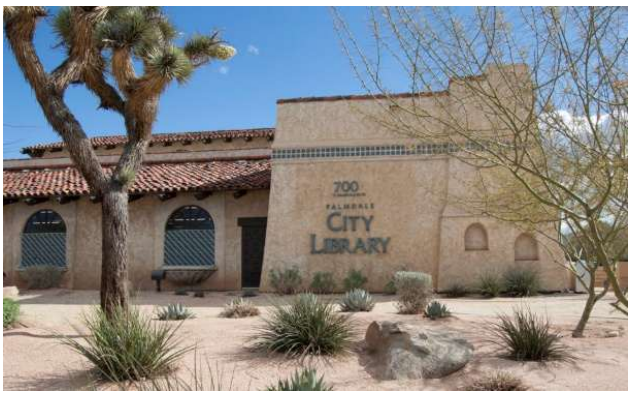


BPR's staff are thoroughly experienced providing electronic plan review and will perform electronic plan reviews as requested by the City. Our plans examiners, building inspectors, building officials and permit technicians are adept at using the City's permitting software, Accela/DigEPlan. BPR will comply with the City's established policies and procedures for electronic plan reviews. BPR also maintains an efficient cloud-based, electronic-document submittal system for receiving and sending large electronic document files.

Transporting Plans

For paper submittal documents, we will arrange for all pick-up and delivery of the plan review documents from your office at no additional cost. We utilize specific methods for project document pick-up and delivery with the goal of providing same-day service.

Communicating Plan Review Results



Plan review comments, when necessary, will be type-written and refer to specific details, drawings or supporting documents, and reference applicable code sections. BPR will provide a clear, concise, and thorough plan review letter itemized by specific discipline such as life safety, accessibility, structural, electrical, plumbing, mechanical, etc., that can be utilized by clients, designers, contractors, and owners to understand the noted deficiencies and make necessary corrections to the project documents. At the completion of each plan review cycle, BPR Consulting Group will return a copy of the plan review comment list to the designated applicant and project representative. If requested, we will coordinate plan review re-checks directly with the designated project applicant. Upon completion of the plan review process, we will return completed plan review documents, in either hard copy or electronic format via Accela/DigEPlan as needed, bearing BPR's plan review stamps and ready for final approval and permit issuance by the jurisdiction.

BUILDING INSPECTION SERVICES



BPR inspection staff will perform inspection services to verify that the work of construction is in conformance with the approved project construction documents as well as identifying issues of non-compliance with applicable building codes and conditions of approval. Our field inspection services will include inspection of all portions of projects including project sites as applicable. Our building inspectors will write legible and understandable correction notices and field reports, and will be available to answer in-person, emailed, or telephone inquiries. All inspection personnel assigned will be ICC and/or CASp certified as required.

We understand that many municipalities have amended code sections, policies and ordinances that impact the work that is inspected and shown on approved project plans. Our inspection staff will familiarize themselves with local requirements to ensure that the projects we are inspecting are compliant with local and current code requirements. Specifically, our inspectors will ensure compliance with the applicable provisions of the Title 24 California Building Standards Code, Parts 1 through 12, covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing, and historical buildings.

BPR's ICC/CASp certified inspectors have performed building inspection services on a wide variety of construction projects including master planned developments, single-family production, custom homes, commercial, manufacturing, institutional, assembly, essential service, industrial projects, and historically designated buildings. When necessary for large or fast-paced projects, multiple inspectors can be made available. BPR's inspectors will inspect projects to verify conformance with approved project drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for size, setbacks, heights and other applicable requirements. At the completion of inspections, BPR's inspectors will update database information and complete necessary forms and documents as required to provide seamless service.

Inspector Qualifications & Certifications:. All BPR inspectors are ICC certified, with many maintaining CASp certification. In addition, BPR employs OSHPD certified inspectors available for inspection of OSHPD designated facilities. Qualified inspectors having experience with inspection of new, existing and historical buildings/sites, building code enforcement, will be assigned as appropriate.

Inspection personnel will have the ability to read, understand and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, permit applicants, homeowners and agency staff. Inspectors will possess knowledge of approved and modern methods, materials, tools and safety used in building inspection and the most current building and fire standards. Our inspectors are familiar with most of the common scheduling and tracking systems utilized by building departments including Permits Plus and Accela.

BUILDING OFFICIAL SERVICES

BPR staff have provided building official services for many California communities. Our building official staff possess experience and are knowledgeable of the laws and regulations associated with building department operations and will use this experience and knowledge to promote efficient services for your department. BPR provides full-time or part-time, on-site building official services as required. We are also able to provide as-needed, remote building official services and/or building official services directly in support of specific major development projects within your community. Our building officials are keenly aware of the importance an efficient and predictable building department has for the economic vitality of the communities we serve.

COMMUMITY DEVELOPMENT PERMIT TECHNICIAN SERVICES

BPR Consulting Group maintains a staff of ICC certified permit technicians available to serve your community. We understand the importance of the permit technician position. As the first contact by residents and builders alike, the first impression provided by our permit technicians sets the stage for the overall permitting experience. Our permit technicians are knowledgeable of state laws associated with issuance of building permits, have experience with multiple databases utilized by building departments and will quickly learn the unique project routing and approval process used by your department. Additionally, our permit technicians, with minimal training, will use your adopted fee schedules to ensure that plan review and building permit related fees are properly assessed. At the completion of the plan review process, required approvals, from other departments both within and outside the city, will be verified prior to issuance of building permits. All BPR permit technicians are competent users of Accela/DigEPlan software.

PLAN CHECK REVIEW TIMES

Standard Plan Review Completion Timeframes

BPR will complete all **plan reviews** within the timeframes shown in the table below for both commercial and residential projects as our standard business practice. We will accommodate any turnaround schedule agreed to with our clients. BPR is also pleased to provide expedited plan review services when requested. Expedited plan reviews will have the initial review completed within 5 working days and back-checks completed within 4 working days..

Project Type	Maximum Turn Around Time (Business Days)	
	Initial Submittal	Backcheck Reviews
Residential (Single Family)		
New Construction	10	6
Addition	10	6
Remodel	10	6
Residential Solar	3	6
Non-Residential		
New Construction	10	6
Addition	10	6
Remodel, Tenant Improvement	10	6
Large, Complex Commercial or Residential Multi-Family Projects	12	8

SIMILAR PROJECT EXPERIENCE

BUILDING PLAN CHECK

Below you will find a small sampling of local projects for which BPR's staff have provided ***plan check services*** similar to those being requested by the City of Palmdale.

COUNTY OF LOS ANGELES

New Detached 2-Story ADU and Attached JADU



BPR provided **structural and non-structural building plan review** for these two additions to an existing building - a new, detached two-story Accessory Dwelling Unit (ADU) and an attached one-story Junior Accessory Dwelling Unit (JADU). The two-story ADU features three bedrooms, two baths, and a kitchen/dining/living area. The one-story JADU features one bedroom, one bath, and a kitchen/dining/living area. Both units utilize Type V-B Construction with Occupancy Group R-2. ***BPR Staff:*** Bill Rodgers, Kyle Hansen, Medhat Henen

2-Story Fire Rebuild



In the aftermath of the Eaton Fire, BPR has assisted the County of Los Angeles with **building plan review** of hundreds of plans to fully or partially rebuild fire damaged homes, ADUs, and commercial businesses. All plan review services were provided on an expedited basis. BPR provided both structural and non-structural review of the rebuild plans for this 6,041 s.f. home which included four bedrooms, 3 bathrooms, an attached garage/basement, and an outdoor covered patio. This home has automatic fire sprinklers. The home consists of Type VB Construction with Occupancy Groups R-3 and U. ***BPR Staff:*** *Martha Diaz, Kyle Hansen, Medhat Henen, Bill Rodgers*

New Commercial Building



BPR provided **structural and non-structural building plan review** for this new single story commercial building. The 3,987 s.f. building includes two separate tenant spaces for restaurant use, with exterior terrace sitting area, and a trash/utility room. The building utilizes Type V-A Construction, with Occupancy Group A2. ***BPR Staff:*** Kyle Hansen, Medhat Henen

CITY OF BELL GARDENS

Bell Garden Cottages



BPR provided **complete building and grading plan review services** for this new condominium complex featuring (7) three-story buildings and a total of 48 market-rate residential units on a 2.47-acre site. The townhomes range from 1,338 s.f. for a two-bedroom unit up to 1,743 s.f. for three- and four-bedroom units. The project includes 121 parking spaces including two spaces per unit in an enclosed multi-level parking structure. The project includes a community open space, shade structure and BBQ grills. The townhomes utilize Type VB Construction with Occupancy Groups R-3 and U. ***BPR Staff:*** *Denise Reese, Charles Nganga, Tom Trimberger, Andrew Burke , Jingpei Zhang*

CITY OF RANCHO CUCAMONGA

Bridgepoint Building



BPR provided **complete building and fire plan review services** for the partial renovation of an approximately 1,422,500 s.f. building. The building consists of a single-story office/warehouse building plus a mezzanine. The scope of work included the remodel of 55,689 s.f., within the existing building consisting of office space, conference space, gym/locker room, plus shipping and receiving areas. Plan review services included review of all

on-site improvements. The building utilizes Type III-B Construction and includes Occupancy Groups B, A-2, A-3 and S1. The building is a fully fire sprinklered building. ***BPR Staff:*** *Denise Reese, Elena Hartsough, Kevin Brenton, Jingpei Zhang, Mark Berg*

New Warehouse Buildings



BPR provided **complete building and fire plan review services** for two new warehouse buildings adjacent to one another on a 5.38-acre site. Each building consists of a single story plus a mezzanine. Building 1 is 62,474 s.f. including a 3,000 s.f. mezzanine and Building 2 is 20,762 s.f. including a 1,500 s.f. mezzanine. Both buildings utilize Construction Type III-B and include Occupancy Groups B and S1. Both are fully fire-sprinklered. The mezzanines in each building contain office space, break room, conference space and restrooms**.** ***BPR Staff:*** *Andrew Burke, Charles Nganga, Kevin Brenton, Jingpei Zhang, Mark Berg*

CITY OF EL MONTE

In-N-Out Restaurant



BPR provided **complete building plan review services** for this new restaurant which included a drive-through canopy, outdoor seating/patio area, trash enclosure, and site improvements. Plan review services included the review of the building's life safety, structural, mechanical/plumbing/electrical, energy, CALGreen, accessibility and site accessibility components. The 7,001 s.f. building utilizes Type V-B Construction with Occupancy Groups A-2 and U. ***BPR Staff:*** *Denise Reese, Charles Nganga, Markos Seven, Andrew Burke*

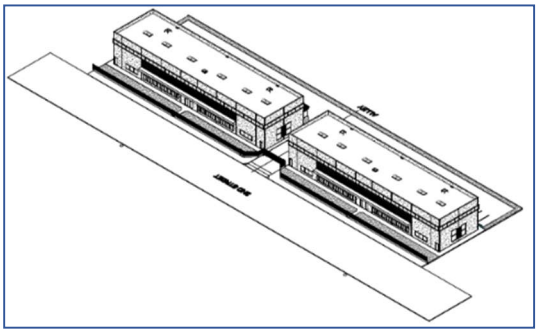
CITY OF POMONA

Holt & Main Apartments



BPR provided **full plan review services** for this six-story, 160-unit, multi-family apartment complex – a 100% restricted affordable public housing project. The three-building complex consists of five levels of residential apartments over a single-level podium (3-hour separation) containing office/common areas and enclosed at-grade parking. Construction is Type IIIA (apartments) and IA (podium) with Occupancy Groups R-2 (floors two through six), B (office/common areas on first floor) and S-2 (parking garage on first floor). ***BPR Staff:*** *Andrew Burke, Denise Reese, Charles Nganga, Jingpei Zhang, Kevin Brenton*

Pomona Industrial Complex



BPR is currently providing **full plan review services** for this two-building industrial complex. Services include building safety and on-site civil improvement plan reviews. The buildings are each 9,652 s.f., one-story structures. Construction is Type V-B with Occupancy Groups S-1 (9,378 s.f.) and B (274 s.f.). Both buildings are fully sprinklered and designed for a Special Wind Region (110 mph). ***BPR Staff:*** *Andrew Burke, Denise Reese, Charles Nganga, Jingpei Zhang, Kevin Brenton.*

CITY OF GARDENA

Crenshaw 5-Story Apartment Complex



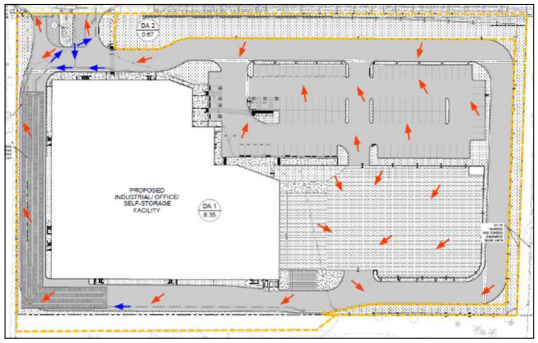
BPR's staff provided **complete building department plan review** services for this new 5-story, 203,055 s.f. apartment complex which sits atop a 2-story podium. The mixed-use podium structure and the apartment units above the podium are fully fire sprinklered. This is the first use of podium style construction within the City of Gardena. The buildings consist of Type I-A and III-A Construction with Occupancy Groups R-2, B and A. ***BPR Staff****: Roger Peterson, Andrew Burke, Kevin Brenton, Mark Berg*

Community Aquatics and Senior Center Project



BPR provided **complete building department and grading plan review services** for this Senior and Aquatics Center Building which consists of a two-story senior center building and a single-story pool equipment building. The Aquatics and Senior Center project included multiple outdoor pools and associated amenities. The building is fully fire sprinklered. Site improvements include landscaping, parking lots with accessible parking and paths of travel, signage, BBQ and picnic area, trash enclosure and perimeter fencing. The buildings utilized Type VB Construction with Occupancy Groups A-3, B and S-1. ***BPR Staff****: Roger Peterson, Andrew Burke, Kevin Brenton, Mark Berg*

On-Site Improvement Plans – Self Storage Building



BPR provided **on-site civil improvement plan review** for the project, located on a 284,253 s.f. lot, which includes one new concrete tilt-up and steel stud frame building using a single level podium with three levels of Type V Construction above. On-site civil plan review includes fences, site light, storm drain, erosion control, irrigation and wet utility improvements. ***BPR Staff:*** *Roger Peterson, Jingpei Zhang, Andrew Burke, Kevin Brenton, Mark Berg, Don Citbor*

CITY OF EASTVALE

Walmart Supercenter

BPR provided **building plan review services**, including onsite water and sewer, for this 170, 537 s.f. new retail store which included retail sales, vehicle repair and tire storage, food prep areas, office, pharmacy, customer services, training, break, receiving, stock and storage rooms, and fuel station with canopy. The building utilizes Construction Type VB with Occupancy groups A-s, B, F-1, M and S-1. project.

BPR Staff: *Denise Reese, Charles Nganga, Kevin Brenton, Gabriela Scott, Medhat Henen, Valentina Olivieri, Markos Seven*

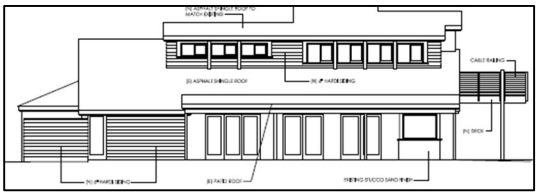


CITY OF CLAREMONT

Residential Remodel and Addition

BPR provided **complete plan review** services for the major home remodel project. The project adds 102 s.f. to the first floor, 488 s.f. to the second floor, a new 88 s.f. front porch and a 146 s.f. second floor deck to the existing 2,054 s.f. residence. Type of Construction is V-B with Occupancy Group R-3.

BPR Staff: *Kevin Brenton, Gabriela Scott, Valentina Olivieri, Markos Seven*



BUILDING INSPECTION, PERMIT TECHNICIAN and BUILDING OFFICIAL SERVICES

Below you will find a small sampling of local projects for which BPR's staff are currently providing ***building plan review, building inspection, permit technician and/or building official services*** similar to those being requested by the City of Palmdale.

CITY OF GARDENA

BPR provides **on-site building official**, **on-site and remote plan review**, **building inspection**, **building department management and permit technician services** for the City of Gardena. BPR implemented building inspection services to eliminate a three-week inspection backlog. We added inspection staff to eliminate the inspection backlog then reduced staff to a level necessary to meet daily inspection service requirements. BPR provides all building official, building department management, and plan review services to support the building department. Building inspection staff is utilized to meet the inspection demands of the department.

CITY OF BELL GARDENS

BPR provides building department services to the City of Bell Gardens including **on and off-site building official, on-site and remote plan review, building inspection and permit technician** services, utilizing BPR's appropriately licensed, certified and experienced building safety staff. Through BPR's services, the City maintains efficient permitting services for the benefit of the community.

CITY OF MAYWOOD

BPR provides full-service building department services to the City of Maywood including **on and off-site building official, on-site and remote plan review**, **building inspection, and permit technician, services**. BPR provides services for the community utilizing appropriately qualified licensed and certified building safety staff. Through BPR's services, the City maintains efficient plan review and inspection services for the benefit of the community for all ongoing construction projects and permit center needs.

CITY OF POMONA

BPR staff provides **plan review, building inspection**, **permit technician** and permit technician training services to the City. BPR provides services for the community utilizing appropriately qualified, licensed, and certified plans examination, senior building inspection, and permit technician staff. Through BPR's services, the City is able to maintain efficient services for all ongoing permit center needs.

CITY OF EL MONTE

Following a very successful transition, BPR provides all **building inspection services**, **on-site and remote plan review services, and permit technician** services for the City of El Monte. BPR provides all inspection services for the City utilizing multiple full-time and ICC certified building inspectors. All in-house and counter plan reviews are performed by BPR's experienced and well qualified in-house plans examiner. All permit technician services for the City are performed by BPR utilizing three full-time ICC certified permit technicians.

CITY OF CLAREMONT

BPR provides building department services to the City of Claremont including **plan review, building inspection, inspector of record, and permit technician services** utilizing BPR's appropriately licensed, certified and experienced building safety staff. Through BPR's services, the City maintains efficient plan review, building inspection, and permitting services for the benefit of the community.

CITY OF ONTARIO

BPR staff provides **on-site and remote plan review**, **building inspection and permit technician** services to the City. BPR provides services for the community utilizing appropriately qualified and certified plan review, permit technician and inspection staff. BPR presently provides multiple highly qualified and ICC certified inspection staff to support the city's inspection needs and multiple ICC Certified permit technicians to support the city's permitting services. BPR provides on-site and off-site plan review services for all types of projects including residential, multi-family, commercial and industrial projects including CASp plan review and plan review of on-site improvements and associated grading.

SAMPLE PLAN REVIEW LETTERS

For ease of reading, we have provided sample plan review letters in the Appendix for the requested project types.

New Restaurant

Retail Store

Major Commercial Tennant Improvement Project

New Single-Family Dwelling

Large Addition to a Single-Family Home



TRACK RECORD / BUDGET CONTROL

BPR has an excellent track record of completing service contracts similar to this in scope, size, and complexity. BPR Consulting Group has extensive experience providing plan review, inspection, and other building and public works department services utilizing multiple types of contract and fee arrangements. We often provide services on a fixed fee basis ensuring a specific fee amount for our clients, allowing them to utilize our services with a predetermined cost for all services. For other projects, we provide services utilizing hourly billing rates with or without project specific not-to-exceed budget amounts. For these types of projects, we closely monitor service costs against project budgets in order to stay within the agreed upon project budget.

QUALITY CONTROL

All of BPR Consulting Group's plan review services are closely managed from the moment a project is assigned to completion of our services. Once a project is assigned it is entered into our custom designed plan review database. The project documents are then downloaded and triaged for completeness and to identify if any documents necessary for plan review have not been provided. Upon completion of the triage process, plans examiners are assigned as warranted by the proposed work associated with the specific project. All projects are closely monitored to ensure assigned staff have the time necessary in their schedules to comprehensively review assigned projects to maintain completion schedules.



We assign a dedicated team of plans examiners to serve specific clients so your BPR plan review team will remain consistent throughout the term of the agreement. We believe assigning a dedicated team of plans examiners best serves the needs of our clients; with our firm you will not have randomly assigned plans examiners assigned to each project. All plan review services are closely monitored by our plan review supervisors and managers for consistency, thoroughness, and quality. We utilize a discipline approach to our plan review services, assigning a life safety reviewer, structural reviewer, electrical reviewer, mechanical/plumbing reviewer, grading/utility reviewer and fire reviewer, as appropriate, to each assigned project based on the proposed scope of work. We believe utilizing a discipline approach provides a more comprehensive plan review as each reviewer is a specialist in their discipline. Each plans examiner includes their email address and desk phone number with their plan review comments to facilitate direct and efficient communication between project designers and our professional plans examination staff. Our Plan Review Manager reviews each project for thoroughness and accuracy prior to plan review comments being issued or prior to recommendation of approval for permit purposes.

Upon award of a contract, our proposed Project Manager will schedule a meeting with the City's representative to familiarize the team with the City's current plan review, plan distribution, and inspection process and methods. BPR's staff of engineers and plans examiners are experienced in working with multiple jurisdictions and adjusting their services so that they become an extension of your staff. We utilize a comprehensive "New

Client Checklist" that documents specific requirements of each community we serve. Upon selection and before commencement of services, we schedule a meeting with our new clients to review specific plan review and inspection requirements and systems used by our clients so our services can be integrated in a seamless manner.

Our inspection services will be closely managed by our building official who will work with project applicants to resolve all inspection related issues in an efficient, code compliant, and customer focused manner.

REFERENCES

Over the past 22 years, BPR's principals have worked diligently to develop a reputation within California for providing top quality, timely, and efficient building safety services in a professional, courteous manner, always in our clients' best interests, by honoring our commitment to provide timely superior services. We believe our best advertisements are references from current and previous clients and we encourage you to contact our client references provided in Exhibit G in the Appendix.



ADDITIONAL INFORMATION

STAFF EDUCATION

All of our staff maintain appropriate certifications or professional licenses for the services they provide. We ensure our staff is properly trained and require ongoing training for our staff equal or greater than that required by California Health and Safety Code Section 18949.29. We continually encourage our staff to obtain additional certifications and support ongoing training and education for our staff.

Many opportunities for continuing education for building safety professionals are offered by multiple providers throughout the state and hosted by a variety of providers including California Building Officials, local ICC Chapters, AIA, County Building Officials Association of California, and others. In addition to participating in these opportunities, **BPR's staff members have developed and presented training classes on behalf of many of these professional organizations on building code-related topics including:**

- Chapter 16 Training in Structural Topics
- CBC Chapter 10, Means of Egress in the 2022 CBC
- CBC Load Path Fundamentals
- CBC Requirements for Wood Framed Building Design
- CBC Requirements for Horizontal Diaphragm and Shear-Wall Design
- Structural and Non-Structural CRC Requirements
- Overview of Wind Load Changes to the CBC
- CRC Wall Bracing Requirements
- Load Path Systems for Building Structures
- Structural Welding and Structural Bolting
- Overview of CPC and CMC Requirements for Building Systems
- Anchorage of Nonstructural Building Components Per ASCE-7
- Simplified Structural Design
- Plan Check 1 and 2
- SAP Training



INDUSTRY INVOLVEMENT

Additionally, many of our staff members are active members of local professional organizations including local ICC Chapters and have served as officers and in other leadership capacities. Our proposed Building Official, Mark Berg, CBO, MCP, ICC (pictured above), frequently teaches ICC training classes.

CODE QUIZ

BPR Principal Ron Beehler, has authored the well-received monthly Code Quiz for over nine years for multiple California ICC Chapters. The Code Quiz has become an education component of monthly ICC Chapter meetings throughout California. BPR is now the sponsor of the Code Quiz and uses the quiz as an internal training element for our staff. Current year Code Quizzes may be found on our website, www.BPR-GRP.com

POST DISASTER SAFETY ASSESSMENT AND ASSISTANCE

BPR staff are qualified and available to provide disaster safety assessments of all buildings and conduct emergency inspections in the event of a disaster.

BPR staff have **Post-Disaster Safety Assessment Program (SAP)** certified staff with relevant experience and knowledge in guiding and helping coordinate the efforts of local communities recovering from major disasters. Maintaining ongoing services while also evaluating damaged buildings and working with impacted property owners during a crisis, if not managed properly, can overburden jurisdiction staff. We are up to date with FEMA and OES policies and procedures so we can deliver efficient and accurate damage assessments while also streamlining coordination and providing thorough reporting to multiple agencies.

Our experience in organizing and supporting disaster recovery centers enables us to implement an immediate and well-organized system of reviewing and approving building permit applications and providing construction inspection for affected citizens.



APPENDIX

Sample Plan Review Letters

Key Staff Resumes

Licenses and Certifications Table

Exhibits

Exhibit A | Notice of "No Proposal Submittal (n/a)

Exhibit B | Respondent Signature/Cover Page

Exhibit C | W-9

Exhibit D | Affidavit of Non-Collusion and Non-Discrimination

Exhibit E | Certification of Insurability

Exhibit F | Bidder Disclosure Statements

Exhibit G | Client References

Exhibit H | Deviations and/or Exceptions Form

Exhibit I | Iran Contracting Act Verification



SAMPLE PLAN REVIEW LETTERS

New Restaurant

Retail Store

Major Commercial Tennant Improvement Project

New Single-Family Dwelling

Large Addition to a Single-Family Home



October 17, 2025

[redacted]
Permit Application No. [redacted]
BPR Job No. [redacted]

[redacted]

Plan Review: **Raising Canes Restaurant**
Address: [redacted]

BPR Consulting Group has completed a **FIRST** Code compliance review of the following documents on behalf of the [redacted].

1. Drawings:
   a. 00PCS to 04ADA, A0.20 to FS3.60 by CSRS Inc dated 08/19/2025.
   b. Sheet 1 to sheet 17 by Kimley & Horn dated 09/12/2025.
   c. L0.0 to L3.6 by KIESEL Design dated 09/2025.
   d. A0.10 to A0.11C by Kimley & Horn dated 09/12/2025.
   e. S0.1 to S6.2 by Wright Structural Engineers dated 08/19/2025.
   f. M0.00 to M8.06 by Robison Engineering Inc dated 08/19/2025.
   g. P1.0 to P7.10 by Robison Engineering Inc dated 08/19/2025.
   h. E0.0 to E7.10 by Robison Engineering Inc dated 02/26/2025.

2. Structural Calculations by Wright Structural Engineers dated 08/11/2025.

3. Energy Compliance Documentation by Robison Engineering Inc dated 08/19/2025. included in the plans

4. Geotechnical Report by Terracon Consultants, Inc. dated 02/15/2017

5. Reference Documents:
   a. Hydraulic Report.
   b. Permit application.

The applicable provisions of the 2022 California Building Standards Code were used as the basis of this review.
Plan review comments follow on the attached list.

[redacted]

2930 E Inland Empire Blvd | Suite 116 | Ontario, CA 91764
www.bpr-grp.com
909.206.6386

Please do not hesitate to contact us with any questions.

Sincerely,

BPR CONSULTING GROUP

Mark Seven, MEP	Charles Nganga SE	Kevin Brenton CBO, CASp
ICC Plans Examiner	Sr. Structural Engineer	ICC Plans Examiner

cc: [redacted]

PROJECT DATA:

Occupancy Group:	Area (sq. ft.):
A-2	**3831 SF or (3612)** **457 SF**
Total Area:	**SF TBD**
Building Height:	**23'-3"**
Building Stories:	**1**
Type of Construction:	**V-B TBD**
Occupant Load:	**141**
Sprinklered:	**Yes**
Valuation:	**$**

Wildland Urban Interface (WUI) Fire Area?	**No**
Flood Zone:	**No**

Risk Category:	**II**
Site Class (seismic):	**D**
Seismic Design Category:	**D**
Special Wind Region:	**No**
Snow Loads:	**No**

GENERAL COMMENTS:

G1. The following plan review documents are based on the Building Regulations of the [redacted]. The following comments reference the 2022 California Building Standards Code as amended by the [redacted] unless otherwise noted.

G2. Please respond in writing to each plan review comment by marking this comment list or creating a response letter. Indicate which detail, specification, or calculation shows the requested information. At minimum, the following should be included with each plan review response:

- Page / sheet number(s), detail / specification number(s), etc., and include all applicable code section(s).
- Briefly explain in writing how the design is intended to comply with the applicable code sections.
- Please provide a narrative of revisions made outside the plan review comments.

Complete and clear responses will expedite the re-check of this project.

G3. Please be sure to include on the re-submittal the architect's and /or engineer's stamp, signature, date of signature, and registration number on all sheets of plans depicting structural designed elements and cover sheets of calculations. CBPC 5536.1 and 6735.

PLAN REVIEW COMMENTS:

BUILDING AND LIFE SAFETY: [Gabriela Scott, gscott@bpr-grp.com,916.562.3600]

A1. Sheet 00PCS, L1.2 : On the cover sheet verify the square footage 2 have been provided, 3831 & 3612 SF.
a. Clarify the construction type 1-HV or VB both have been provided throughout.

A2. Sheet : Specify the patio seating in the exterior seating in the occupant load summary. CBC 1004.7

A3. Sheet 01 CRA: Provide the location of the max occupant load sign in the dining area and the outdoor patio. CBC 1004.9

A4. Please revise the number of exits table to 1006.3.3, remove code section 1015.1.
CBC 1015 .1 refers to guards.

A5. Revise the allowable area per CBC 2022 for table 506.2 for A2 occupancy. Use the S1 with sprinklers VB column.

SITE ACCSSIBILITY: [Kevin Brenton; kbrenton@brp-grp.com ; 408.472.9105]

SA1. Please provide a site plan identifying all accessible routes from site arrival points that are not shown in the civil drawings. All accessible features—including signage locations, curb cuts, truncated domes, and related elements—shall be clearly indicated on the accessible site plan. This review does not include the civil sheets, and those pages will not be stamped.

ACCESSIBILITY: [Kevin Brenton; kbrenton@brp-grp.com ; 408.472.9105]

No comments in this section, KB

MECHANICAL: [Mark Seven, mseven@bpr-grp.com, 909.280.0468]

M1. Sheet M1.00

A. The equipment capacity of RTU-1 is rated at 3400 CFM. The total CFM measured at the registered outlets is more than 3450 CFM, which exceeds the equipment capacity by 50 CFM. Either the outlet airflow needs to be adjusted to match the equipment's capacity, or the equipment's capacity should be evaluated to ensure it can handle the actual demand.

M2. Sheet M1.01

A. Please provide a minimum of not less than six (6) feet between any part of rooftop equipment and the edge of the roof or similar hazard, or provide a minimum 42" guard rail, parapet, or other building structure on the exposed side of equipment. CMC 304.3.1.1.

M3. Sheet M4.00

A. Please place this statement on the cover page of the plans as a condition of final inspection. This certification will be required prior to the final inspection.

"Installation of systems shall be performed only by persons properly trained and qualified to install the specific system being provided. The installer shall provide certification to the Authority Having Jurisdiction that the installation is in agreement with the terms of the listing and the manufacturer's instructions and/or approved design. [NFPA 96:10.8.2.1, 10.8.2.2] 513.9, 2022 CMC."

B. Type I Duct Systems: Continuous field observations (Special Inspections) are required for the assembly and installation of the duct system per manufacturer's installation requirements, including but not limited to;

1) Installation of Sealant.
2) Installation of bolts and torque at flanges.
3) Installation of insulation and Fire Stop materials.
4) Installation of bands.
5) Duct supports and seismic restraints, etc.
6) Each layer of duct wrap must be inspected independently.

C. Please provide and show the location of the portable fire extinguisher and specify the type, as required by the mechanical code. 513.2, 2022 CMC.

D. Please provide access doors in the exhaust air duct serving the Type I kitchen hood as required for inspection and cleaning in accordance with the California Mechanical Code. Indicate the locations and sizes of the access doors on the plans.

M4. Sheet M6.00

A. A detail for a label indicating a flammable refrigerant is used shall be placed adjacent to service ports and other locations where service involving components containing refrigerant is performed, as specified by the product listing. This will be required at the condensing unit and the fan coil. 1104.6.2.1, 2022 CMC.

B. Specify the type of refrigerant detection that will be required, make, and model on the plans.

C. Nameplate is required to include a symbol indicating that flammable refrigerant is being used. 1104.6.2, 2022 CMC.

M5. Please provide the installation details for the cooler condenser unit and evaporator fan. [303.1, 2022 CMC]

PLUMBING: [Mark Seven, mseven@bpr-grp.com, 909.280.0468]

P1. There are references to the 2019 code within the roof drainage note sheet P1.30 and references to 2018 within the plumbing general note Point#2 sheet P7.10. Please revise and provide the updated and applicable codes.

P2. Sheet P1.10

A. All horizontal drainage piping shall slope not less than ¼ of an inch per foot (2%). Piping 4 inches or larger may be sloped not less than 1/8 of an inch (1%) where first approved by the AHJ. CPC 708.1.

B. Provide sizing calculations for the grease interceptor. All food establishments require a dedicated grease interceptor system. Per CPC 1014.3.6. The calculation provided on sheet P6.10 does not indicate the number of connected fixtures.

C. Please show the air conditioning condensate wastewater, point of collection, and discharge details. Air-conditioning condensate waste pipes shall be connected to the drainage system per CMC 310.5.

P3. Sheet P1.20

A. Provide the occupancy load per Table 4-1 of the CPC code and the number of minimum required fixtures (Water Closets (M/F), Urinals, Lavatories, Bathtubs/Showers, and Drinking Fountains) per Table 422.1. Show the code compliance in the plan.

B. Potable water supply to beverage dispensers, Ice machines, carbonated beverage dispensers, or coffee machines shall be protected by an air gap or a vented back-flow preventer that complies with ASSE 102.

C. The installation of PEX tubing in potable water supply systems must follow the individual manufacturer's installation procedures and the procedures set forth in CPC Sections 605.9.1, 605.9.2, and 605.9.3. All installations of PEX pipe where it is the initial plumbing piping installed in new construction shall be flushed twice over a period of at least one week. The pipe system shall be flushed for at least 10 minutes and then filled and allowed to stand for less than 1 week. After which, all the branches of the pipe systems must be flushed long enough to fully empty the contained volume. This provision shall not apply to the installation of PEX pipe where it replaces an existing pipe system of any material.

I. At the time of fill, each fixture shall have a removable tag applied stating: "This new plumbing system was first filled and flushed on (Date) by (Name). The state of California requires that the system be flushed after standing for at least one week after the fill date specified above. If this system is used earlier than one week after the fill date, the water must be allowed to run for at least two minutes prior to use for human consumption. This tag may not be removed prior to the completion of the required second flushing, except by the building owner or occupant."

II. Prior to the installation of PEX pipe, the inspector shall require that the contractor or the appropriate plumbing subcontractors provide written certification that he or she will comply with the flushing procedures set forth in the code.

III. The building official shall not give final permit approval for any PEX plumbing installation unless he or she finds that the material has been installed in compliance with the requirements of the code, including the requirements to flush and tag the system.
IV. Any contractor or subcontractor found to have failed to comply with the PEX flushing requirements shall be subject to the penalties in the Health & Safety Code, Division 13, Part 1.5, Chapter 6 (Section 17995, et seq.).

D. Where passing through an exterior wall, gas piping shall be protected against corrosion by coating or wrapping with an inert material approved for such applications per CPC 1210.3.

E. Show on the plan gas shut-off valves for each piece of equipment with permanent ID tags CPC 1212.5.

P4. Sheet P7.10

A. The domestic water pipe shall be tested per 609.4 CPC. Drainage and vent pipe shall be tested per CPC 712.0, and bleeding sewer per CPC 723.0.

ELECTRICAL: [Mark Seven, mseven@bpr-grp.com, 909.280.0468]

E1. Sheet E1.00

A. Please provide an underground trench detail showing all conduits' depth in accordance with the requirement of CEC Table 300.5. Underground service conductors that are not encased in concrete and that are buried 450 mm (18 in.) or more below grade shall have their location identified by a warning ribbon that is placed in the trench at least 300 mm (12 in.) above the underground installation CEC 300.5.D.3.

B. Please clarify with the note that the EV charger is under a separate permit; otherwise, provide full details of the proposed EV chargers, including manufacturer's data sheets, model numbers, electrical ratings, circuiting information, load calculations, and mounting details.

a. The equipment shall have a listed system of protection against the electric shock of personnel. Where cord-and-plug-connected equipment is used, the interrupting device of a listed personnel protection system shall be provided according to 625.22 A personnel protection system shall not be required for supplies less than 60 volts dc. (CEC 625.22)

E2. Sheets E1.10 and E1.20

A. Please clarify the location for circuits C-6, C-15, C-17, and C-19. The disconnecting means shall be within sight of the sign or outline lighting system that it controls. CEC 600.6.2.

B. Metal equipment for signs, outline lighting, and skeleton tubing systems shall be grounded by connection to the equipment grounding conductor of the supply branch circuit(s) or feeder CEC 600.7.

C. For wet location outdoor signs and system equipment, other than those listed for watertight type, shall also have drain holes as necessary; they shall not be larger than 1⁄2 in. or smaller than 1⁄4 in. in size. CEC 600.9(D).

D. Any dispenser, including ice machines, beverage dispensers, coffee or tea, juicer, drink mixer, and similar, shall be on a GFCI circuit. Please show all the plans on the floor. CEC 210.8. Some circuits didn't show GFCI protection. For example circuits B-1, B-3, B-9, B-15, B-39, B-40 B-70, B-72, B-76, B78.

E. Show Windows. At least one 125-volt, single-phase, 15- or 20-ampere-rated receptacle outlet shall be installed within 450 mm (18 in.) of the top of a show window for each 3.7 linear m (12 linear ft)

or a major fraction thereof of show window area measured horizontally at its maximum width. (CEC 210.62). Please show compliance with the code section.

F. Please clarify the location for circuits A-1,3,5, A-31, A-33, A-35, B-2, B-17,18,19,20, and B-45,47within the layouts.

E3. Sheet E1.30

A. Please clarify if there are any skylight/side-lit locations within the project. All Skylit Daylit Zones and Primary Side lit Daylit Zones shall be shown on the plans. CENC 130.1(d). Please show the daylight sensors within the plan. If the space is occupied, the daylight sensor will adjust the light level based on ambient light.

B. Show the location of all switches/controls within all lighting plans.

E4. Sheet E6.20A

A. Panel shall not be loaded more than 80% of its rating unless the OCPD is listed 100% rated breaker. Please use a fully rated main circuit breaker. Please revise accordingly. CEC 240.4; CEC 215.2; CEC 215.2(A)(1)(a).

B. The feeder size connecting to Panels MSB and DP feeders 5 and 6 is not in accordance with the specifications in CEC Table 310.16. Feeder size should be (2) Set 4" 3#600 kcmil, 2 sets of 600 kcmil good with 800A.

C. The feeder size connected to Panel A is not in accordance with the specifications in CEC Table 310.16. Feeder size should be 4" 3#600 kcmil.

D. The feeder size connecting to Panel D is not in accordance with the specifications in CEC Table 310.16. Please verify the correct feeder size and adjust it if necessary to ensure compliance with the code and prevent potential voltage drop-related issues.

E. Provide supporting documentation that may include series-rated information, a fault current letter from Southern California Edison (or serving electric utility), or fault current calculations. For systems employing series rating, provide the following:

1. Manufacturer's catalog sheets verifying an approved series-rated system.

2. Component identification on the single-line diagram to match the catalog sheets. Series interrupting rating, manufacturer, and catalog name of components shall be included in the plans. Per Section 240.86(A).

3. Note on the single line diagram stating that equipment with series rating applied will be field marked "Caution Series Rated System ____ Amps Available. Identified Replacement Component Required.". (Per Section 110.22).

F. The main service disconnect shall be marked permanently CEC 230.70(B).

G. A letter for short circuit current value from Southern California Edison shall be available at the job site for inspection.

E5. Sheet E6.20B

A. The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging purposes as “EV CAPABLE” in accordance with the California Electrical Code (CBGC 5.106.5.3.1).

B. Overcurrent protection for feeders and branch circuits supplying EVSE, including bidirectional EVSE, and WPTE shall be sized for continuous duty and shall have a rating of not less than 125 percent of the maximum load of the equipment. Where noncontinuous loads are supplied from the same feeder, the overcurrent device shall have a rating of not less than the sum of the noncontinuous loads plus 125 percent of the continuous loads. CEC 625.41.

C. Please show the total VA in each phase, and balance the panel load as evenly as possible between phases. The load difference between phases shall not exceed 10%.

ENERGY COMPLIANCE:

Electrical Compliance: [Mark Seven, mseven@bpr-grp.com, 909.280.0468]

EE1. The wattage listed in the Outdoor Light T-24 does not match the luminaire schedule. Please clarify

Mechanical Compliance: [Mark Seven, mseven@bpr-grp.com, 909.280.0468]

EM1. Please provide the project address on the 1st page of T-24.

Envelope Compliance: [Gabriela Scott, gscott@bpr-grp.com,916.562.3600]

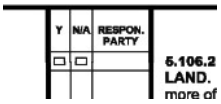
EC1. Sheet M0.01: Revise the square footage in the NRCC-ENV-E Envelope energy forms for the exterior envelope of the building. 3412 sf is listed on pg. 1 of the forms.

a. Please coordinate all buildings square footage to be the same throughout the drawings.

b. Provide the R19 wall insulation and r30 for the roof insulation on the cross-section drawings.

CalGREEN: [Gabriela Scott, gscott@bpr-grp.com,916.562.3600]

CG1. Sheet GRN1.0: Provide a complete Cal Green Non-Residential Mandatory checklist using the check boxes for compliance.



STRUCTURAL: [Charles Nganga, SE; cnganga@bpr-grp.com; 916.234.3175]

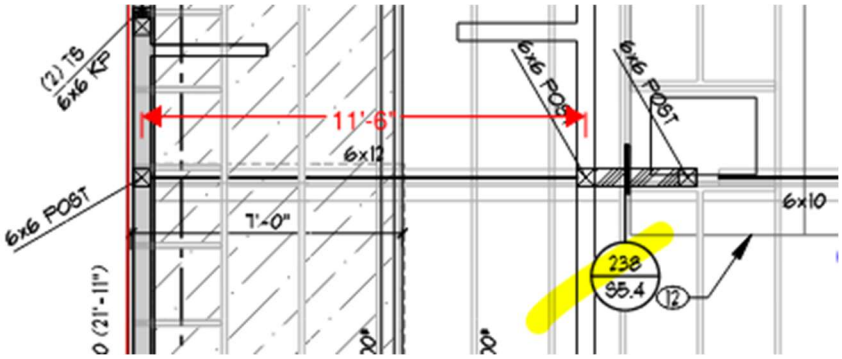
S1. Geotechnical report.

A. The geotechnical report report provided references the 2013 CBC (page 4). Please provide an updated geotechnical report with updated recommendations referencing the current 2022 CBC.

B. Please provide a letter from the geotechnical engineer stating that the drawings (i.e. –the foundation plan, the grading plan, and all pertinent details) have been reviewed, and that the geotechnical report's recommendations are properly incorporated. Any exceptions noted by the geotechnical engineer are to be addressed prior to resubmittal.

S2. Sheet S2.1.

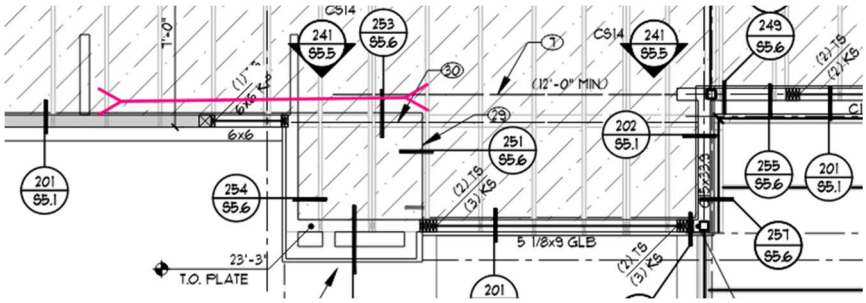
A. Please provide calculations for the interior beam shown below. The keyplan in the calculations specifies this as beam 12 but the calculations for beam 12 show a 7' span. The actual span for this beam is 11.5'



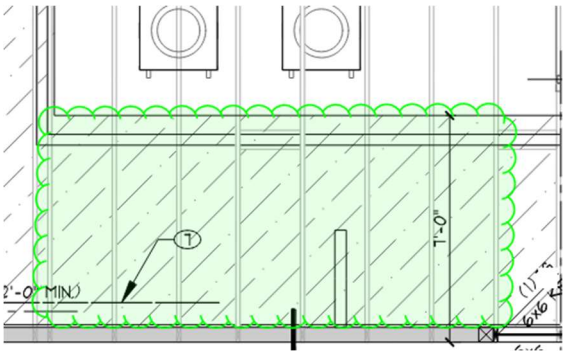
B. Please provide construction details showing how mechanical equipment on the roof are supported at the roof curb. Additionally, please provide calculations justifying the attachments requirements provided against shear and overturning loads from seismic forces (ASCE 7-16 § Chapter 13 for equipment over 400 lbs.) and wind (ASCE 7-16 § Chapter 30).

C. Provide details and calculations for the anchorage of all mechanical over 20 lbs equipment suspended from the roof. Ref. ASCE 7-16 § Chapter 13

D. Please extend the collector strap (Keynote 7) to the shear wall as shown below.



D. Please clarify the intent of the shading shown below around the perimeter of the roof diaphragm. Provide and reference a keynote with the intended framing requirements.



S3. Sheet S3.1.

A. Detail 1 (Remote canopy). Please specify where the columns sizes (SC1) are shown. Provide a note referencing the sheet where this information is provided.

S4. Sheet A0.23

A. Please provide framing details for the construction of the monument. Provide structural calculations for the design of the framing elements and foundations against wind loads.

S5. Sheet A0.40.

A. Detail 9. Please provide structural details and calculations for the anchorage at the base and the foundations.

S6. Sheet A1.42.

A. Please provide details showing how the compression struts and splay wires are anchored to the roof trusses.

S7. Anchored Masonry/Brick Veneer.

A. Please provide details for the installation/anchorage of the anchored masonry/brick veneer. Specify the drawing sheets where this information is provided. Note that Keynote 17 in Detail 210/S5.1 references detail 244/S5.5 which does not provide the required brick veneer information. (Detail 3 and 4 on A3.20 are not sufficient).

B. Please provide cut sheets from the brick veneer manufacturer showing the weight.

C. According to 2022 CBC § 1404.6, anchored masonry veneer shall comply with the provisions on Section 1404.6 THROUGH 1404.9 and section 12.1 and 12.2 of TMS 402. The 2022 CBC § 1404.6.2 specifically requires conformance with 12.2.2.11 of TMS 402. Please provide details showing how these requirements have been met. All information including anchors types, fasteners, spacing of anchors etc. must be provided so that conformance with these requirements can be verified.

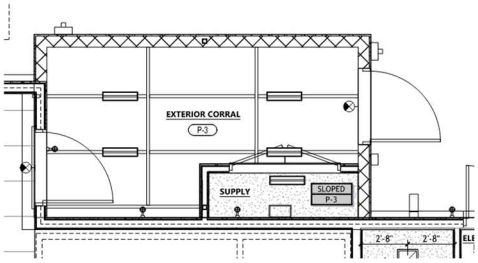
S8. Calculations.

A. Page G7. Please provide calculations for the base shear at the patio canopy including total base shear and load to each column that is used as the lateral force resisting system. A ketch showing which columns or systems are considered as part of the lateral force resisting system in both orthogonal directions would be helpful.

B. Page G12. Please clarify if the column is also resisting seismic loads in the orthogonal direction (bending about Y-Y). See comments A above and provide a ketch showing which systems apply to each direction.

C. Please amend design calculations for the anchorage at the canopy base to consider load combinations that include E, increased by Ω as required per ACI 318-19 § 17.10.5.3(d) and 17.10.6.3(c). Alternatively, please design the anchors to meet ductility requirements per option a per ACI 318-14 § 17.10.5.3(a).

D. Please provide design calculations for the masonry walls at the Exterior Corral – See sheet A1.40 (shown below).



E. Please amend the design of all the headers along the perimeter to include the weight of the brick veneer (See detail 201/S5.1).

S9. Special Inspection: Sheet S0.3.

A. Please amend the special inspection notes to specify that special inspection is required for the following in addition to the inspections already noted..

A. Structural steel construction per CBC 1705.2 *(Already noted on S0.3)*
B. Reinforced concrete construction per CBC 1705.3.
C. Reinforced masonry construction per CBC 1704.5.2 (TMS 402 Level B).
D. Soils per CBC 1705.6
E. Seismic Resistance per CBC 1705.13.2 (Structural wood)

Please contact the listed reviewers between 9:00 A.M. and 4:00 P.M., M-F, with any questions.

[END]

June 18, 2024

[redacted] **– FIRST REVIEW**
Permit Application No [redacted]
BPR Job No. [redacted]

Plan Review: **Nugget Market Store**
Address: [redacted]

BPR Consulting Group has completed a **FIRST** code compliance review of the following documents on behalf of the [redacted]

1. Drawings:
   a. T0.0 through T0.7 by McCandless & Associates dated 5/10/24
   b. A1.1 through A9.1 by McCandless & Associates dated 5/10/24
   c. S1.0 through S9.1 by Treat Engineering dated 5/10/24
   e. M0.1 through M6.1, T24A throughT24C by Turley & Associates dated 5/7/24
   f. P0.1 through P5.1 by Turley & Associates dated 5/7/24
   g. E0.1 through E8.1 by Capital City Design dated 5/13/24
   h. R101 through R701 by Cushing Terrell undated

2. Structural Calculations by Treat Engineering dated 5/10/24

3. Special Inspection Form

4. Geotechnical Investigation not yet provided

5. Reference Documents:
   a. Placer County Air Quality Form
   b. [redacted] CalGreen Non-residential Checklist
   c. [redacted] Grading & Erosion & Sedimentation Control Statement
   d. Equipment Cut Sheets

The applicable provisions of the 2022 California Building Standards Code were used as the basis of this review. **Plan review comments follow on the attached list.**

[redacted]

Please do not hesitate to contact us with any questions.

Sincerely,

BPR CONSULTING GROUP

Kevin Brenton CBO, CASp
ICC Plans Examiner

Denise V. Reese
ICC Plans Examiner

Jingpei Zhang, PE. ICC Electrical
Plans Examiner & Inspector

Rick Mauldin,
Plans Examiner

cc: [redacted]

PROJECT DATA:

Occupancy Group:	Area (sq. ft.):	
	Interior	**Exterior**
M	**26,029**	**1,390**
B	**6,420**	**633**
S-2	**10,625**	**-0-**
B (Mezzanines)	**5,985**	**661**
Total Area:	**49,059**	**2,651**
Building Height:	**40'-0"**	
Building Stories:	**One + Mezzanine**	
Type of Construction:	**III-B**	
Occupant Load:	**424 – M occupancy** **177 – B occupancy** **38 – S-2 occupancy** **639 – Total**	
Sprinklered:	**Yes**	Type: **NFPA 13**
Valuation:	**$4,000,000**	

Wildland Urban Interface (WUI) Fire Area?	**No**
Flood Zone:	**No**

Risk Category:	Choose an item.
Site Class (seismic):	**D**
Seismic Design Category:	**D**
Special Wind Region:	**Yes – V_{ult} = 110 mph, Exposure C for ALL structures**

GENERAL COMMENTS:

G1. The following plan review documents are based on the Building Regulations of the [redacted]. The following comments reference the 2022 California Building Standards Code as amended by the [redacted] unless otherwise noted.

G2. Please respond in writing to each plan review comment by marking this comment list or creating a response letter. Indicate which detail, specification, or calculation shows the requested information. At minimum, the following should be included with each plan review response:

- Page / sheet number(s), detail / specification number(s), etc., and include all applicable code section(s).
- Briefly explain in writing how the design is intended to comply with the applicable code sections.
- Please provide a narrative of revisions made outside the plan review comments.

Complete and clear responses will expedite the re-check of this project.

G3. Please be sure to include on the re-submittal the architect's and /or engineer's stamp, signature, date of signature, and registration number on all sheets of plans depicting structural designed elements and cover sheets of calculations. CBPC 5536.1 and 6735.

G4. Please ensure conflicts with other disciplines / departments (i.e., planning, public works, fire, etc.) are resolved.

PLAN REVIEW COMMENTS:

BUILDING AND LIFE SAFETY: [Denise Reese, dreese@bpr-grp.com, 916.245.1008]

A1. As applicable, please submit drawings to the following agencies: SPMUD, PCWA and [redacted] Health.

A2. For your information: The Landscape drawings are unsigned. Please ensure all plan sheets are signed prior to resubmittal.

A3. The title block and sheet number are missing on sheet A8.1.

A4. Sheet T0.2:

A. Under Exiting Widths, the means of egress capacity factors are reduced to 0.15 at doors and 0.2 at stairs. The means of egress capacity factor may be reduced when the building is equipped with an automatic fire sprinkler system **and** an emergency voice/alarm communication system in accordance with Section 907.5.2.2. Reference 2022 CBC 1005.3.1 exception 1 and 1005.3.2 exception 1.

Please either revise calculations based on 0.2" at doors and 0.3" at stairs or clearly state on the cover sheet that this building is equipped with an emergency voice/alarm communication system.

B. At Exit C, please revise location of tactile exit sign to latch side of door. Reference CBC 11B-703.4.2.

C. At Exit F, please show how the tactile exit sign complies with 11B-703.4.2. Signs containing tactile characters shall be located so that a clear floor space of 18" minimum by 18" minimum, centered on the tactile characters, is provided.

A5. Sheet A2.7: Update Door & Window note 15 to reference applicable CBC 1010 Section.

A6. Sheet A3.2:

A. Update suspended ceiling detail 6 notes to reference current ASCE 7-16.

B. Provide manufacturer's make, model number, cut sheets, specifications, and installation instructions for the T-Bar Ceiling.

C. If the manufacturer's specifications or the manufacturer's ICC ESR report requires periodic special inspection of the ceiling installation, please provide the City of Rocklin Special Inspection Form – New Buildings completed and with all required signatures.

The form may be downloaded at: [redacted]

A7. Sheet A8.1 is incomplete, missing detail information, detail numbers, title block, sheet number, etc. Please revise.

SITE ACCESSIBILITY: [Rick Mauldin; rmauldin@bpr-grp.com; 530-403-3529]

SA1. Sheet C4.0:

A. Detail #3:

1. The 12" Grooved Border on the Curb Ramp are not required and was eliminated from the 2022 CBC Chapter 11B.

ACCESSIBILITY: [Rick Mauldin; rmauldin@bpr-grp.com; 530-403-3529]

AC1. Sheet T0.2:

A. Where a tactile sign is provided at a door, the sign shall be located alongside the door at the latch side. Where a tactile sign is provided at double doors with one active leaf, the sign shall be located on the inactive leaf. Where a tactile sign is provided at double doors with two active leafs, the sign shall be located to the right of the right hand door. 2022 CBC Section 11B-703.4.2.

B. Provide a tactile sign "Exit" adjacent to and on the right side of Exit E discharge door. 2022 CBC §1013.4 (I.e. E1)

C. The tactile sign adjacent to the Hallway #123 should read "Exit Route" per 2022 CBC §1013.4 (I.e. E2)

D. Provide and clearly show Accessible Wheelchair Seating spaces as per 2022 CBC Section 11B-226, 11B-902.1 & 11B-902.3. Provide 5% with at least one (1) minimum wheelchair seating space per functional area. Indicate on the plans and note how and where these required

seating areas will be marked or designated. Refer to Section 11B-305 for forward approach & Section 11B-306 for the height and knee clearances required for the wheelchair seating spaces. (I.e. Inside and outside seating)

E. Provide and clearly show an Accessible Service Counter and Accessible Point of Sale Machine. Refer to 2022 CBC Section 11B-220.2, 11B-227.2, 11B-227.3 & 11B-904.4. (I.e. Juice/coffee, Bakery, Deli & Meat)

F. Minimum maneuvering clearances at gates shall comply with 2022 Sections 11B-404.2.4 & Table 11B-404.2.4.1. Maneuvering clearances shall extend the full width of the doorway and the required latch side or hinge side clearance. (I.e. 12" on the push side if a closer and latch are provided.) (Exit F)

G. 2022 CBC §1009.8 Two-way communication. A two-way communication system complying with Sections 1009.8 through 1009.8.2. shall be provided at the landing serving each elevator or bank of elevators on each accessible floor that is one or more stories above or below the level of exit discharge. 2022 CBC §11B-407.4.9
2022 CBC §11B-407.4.9 Emergency communication. Emergency two-way communication systems shall comply with Section 11B-308. Raised symbols or characters, white on a black background, and Braille shall be provided adjacent to the device and shall comply with Sections 11B-703.2 and 11B-703.3. Emergency two-way communication systems between the elevator and a point outside the hoistway shall comply with ASME A17.1.

H. Provide assistive listening systems for all assembly areas including conference and meeting rooms in accordance with CBC §11B-219. A sign shall be posted in a prominent place at or near the assembly area entrance and shall state, "Assistive-Listening System Available". CBC §11B-216.10, §11B-219, §11B-706

I. Provide a tactile "Exit Stairs Down" adjacent to stairway Exit 2A. 2022 CBC §1013.4 (I.e. E5)

AC2. Sheet T0.3:

A. Refer to Detail #1 for the following:

1. Clarify the ISA symbol size. 6" or 3"?

2. Note: ISA Symbol.

3. 2022 CBC Section 11B-502.6.4 Marking. Each accessible car and van space shall have surface identification complying with either Sections 11B-502.6.4.1 or 11B-502.6.4.2. Section 11B-502.6.4.1 The parking space shall be marked with an International Symbol of Accessibility complying with Section 11B-703.7.2.1 in white on a blue background a minimum 36 inches wide by 36 inches high. The centerline of the International Symbol of Accessibility shall be a maximum of 6 inches from the centerline of the parking

space, its sides parallel to the length of the parking space and its lower corner at, or lower side aligned with, the end of the parking space length.

4. At Entrance: Revise to 2022 CBC §11B-404

5. Refer to 2022 CBC §11B-703.5 for the mounting height of the ISA at the entry door. (I.e. 40" min. AFF or ground)

B. Refer to Detail #13:

1. Refer to 2022 CBC §11B-705.1.2.2.2, §11B-705.1.2.2.2.1 & §11B-705.1.2.2.2.2 for the detectable warning surface size of 36" and the 36" minimum wide portion without detectable warnings. (Parallel Curb Ramp) FYI: Refer to the exception for reduction in size for the detectable warning to 24" minimum.

AC3. Sheet T0.4:

A. Detail #9:

1. Clearly show compliance with 2022 CBC §11B-904 through 11B-904.3.2.

2. Provide and clearly show an Accessible Point of Sale Machine. Refer to 2022 CBC §11B-220.2, 11B-227.2, 11B-227.3, 11B-707.2, 11B-707.3, 11B-707.7.2 & 11B-707.9.

3. Clearly show the provision for check writing surface complying with 2022 CBC §904.3.3 & §11B-902.3.

4. Update the reference to 2022 CBC §11B-308.3.2

B. Building Accessibility Compliance Note: Clarify, more restrictive 2022 CBC.

C. Detail #2:

1. Please clearly show the following: The maximum height for controls, switches, receptacles outlets and thermostats is 48” measured to the top of the box to the level of finish floor or working platform. The minimum height for receptacles outlets on branch circuits of 30-amp or less and communication system receptacles are measured 15” AFF to the bottom of the box to the level of finish floor or working platform. 2022 CBC Section 11B-308.1.1 & 11B-308.1.2.

D. Detail #3:

1. The Accessible Restroom Braille (tactile characters) wall signs shall be mounted at 48” minimum AFF measured from the baseline of the lowest line of Braille and 60”

maximum AFF measured from the baseline of the highest line of raised characters and shall be located alongside the door at the latch side with a clear floor space of 18". Refer to 2022 CBC Section 11B-703.4.

E. Detail #10:

1. Braille (tactile characters) wall signs shall be mounted at 48" minimum AFF measured from the baseline of the lowest line of Braille and 60" maximum AFF measured from the baseline of the highest line of raised characters and shall be located alongside the door at the latch side with a clear floor space of 18". Refer to 2022 CBC Section 11B-703.4.

AC4. Sheet A5.1:

A. Clearly identify Accessory #A9.

B. Details #9C, 10C & 11A:

1. The space between the wall and the grab bar shall be 1½" (absolute). The recessed dispenser will encroach into this required absolute space. 2022 CBC Section 11B-609.3.

2. The space between the grab bar and projecting objects above shall be 12 inches minimum. Relocate the toilet seat cover dispenser. Note: the dispenser must meet the 40" maximum requirements for restroom accessories. CBC §11B-609.3. Also refer to 2022 CBC 11B-609.5 for surface hazards.

MECHANICAL: [Kevin Brenton, kbrenton@bpr-grp.com, 408.472.9105]

M1. On page M.05, please update code references in notes sections as there is multiple references to the 2019 codes.

M2. The outdoor air ventilation rate and air distribution assumptions made in the design of the ventilation system shall be clearly identified on the construction documents. 402.1.1, 2022 CMC.

M3. Buildings of more than 15 feet in height shall have an inside means of access to the roof unless other means proposed is acceptable. 304.3.1, 2022 CMC.

M4. Please provide the fire suppression system manual with resubmittal for a proper review of the fire suppression system. Fire suppression is included in the mechanical code and will need to be on the plans for review. 513.1, 2022 CMC.

M5. Please provide and show the location of portable fire extinguisher and specify type, as required by the mechanical code. 513.2, 2022 CMC.

M6. Please provide detail of portable extinguisher placard that states "that the fire protection system shall be activated prior to using the fire extinguisher." 513.2.1, 2022 CMC.

M7. Please indicate on the plans the applicable codes and standards: 2022 California Fire Code, 2017 NFPA 96 and 2017 NFPA 17A.

M8. Pipe lengths not provided on the plans. Please provide an isometric piping plan including the lengths of all pipes.

M9. Please place this statement on the cover page of the plans as a condition of final inspection. This certification will be required prior to final inspection.
"Installation of systems shall be performed only by persons properly trained and qualified to install the specific system being provided. The installer shall provide certification to the Authority Having Jurisdiction that the installation is in agreement with the terms of the listing and the manufacturer's instructions and/or approved design. [NFPA 96:10.8.2.1, 10.8.2.2] 513.9, 2022 CMC."

PLUMBING: [Kevin Brenton, kbrenton@bpr-grp.com, 408.472.9105]

P1. Please show a hose bibb for pump priming at the hot water recirculating system, per section 110.3(c)4.C of the CA Energy Code.

P2. Please show an air release valve or vertical pump installation at the hot water recirculating system, per 110.3(c)4. A of the CA Energy Code.

P3. Please show cold water backflow prevention at the hot water recirculation system. 110.3(c)4.f, 2022 CCEC

P4. Please show pump isolation valves at the hot water recirculating system. 110.3.(c) 4 d, 2022 CCEC

ELECTRICAL: [Jingpei (Jim) Zhang, PE jzhang@bpr-grp.com, (916)273-4658]

E1. Sheet E6.0, Single Line Diagram. Please perform a short circuit calculation based on the utility company's maximum fault current available at the project site; or assume a worst-case scenario based on the on-site transformer size to justify the 65kAIC rating specified. CEC 110.9, and CEC 110.10.

A. Main switchboard shall be legibly marked in the field with the maximum available fault current. The field marking(s) shall include the date the fault-current calculation was performed. CEC 110.24(A)

B. Arc flash hazard warning label on switchboard shall be provided in accordance with CEC 110.16.

C. The 2000amps main service disconnect shall be marked permanently. CEC 230.70(B).

D. For the 400amps PV main circuit breaker, please demonstrate compliance with CEC 705.12(B)(3)(1), (2), (3), (4), (5), or (6) on the utility service switchboard MSB.

E. Sheet Note #7 indicates that the emergency lighting will use generator power. Please classify the 30kW on-site generator. Is it an emergency, legally required, or optional standby system? CEC Article 700, 701 or 702. Only an emergency generator (in compliance with Article 700) shall be used to supply power to the emergency lighting.

F. The ampacity of the conductors from the generator terminals to the first distribution device(s) containing overcurrent protection (Feeder #5: #4cu) shall not be less than 115 percent of the nameplate current rating of the generator. CEC 445.13

G. A sign shall be placed at the service-entrance equipment, indicating the type and location of on-site emergency power sources. CEC 700.7(A), 701.7(A) or 702.7(A)

H. Please specify the time requirement for generator startup, which intends to support the emergency lighting. Available within 10 seconds? CEC 700.12

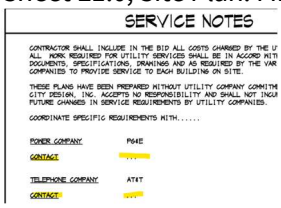
I. Provide AIC rating for all emergency/critical distribution boards and panelboards. CEC 110.9

J. Generator system equipment shall be suitable for the maximum available short-circuit current at its terminals. CEC 700.4(A); 701.4(A); and 702.4(A)

E2. Sheet E0.1, Lighting Fixture Schedule. It is not clear how the egress lightings are being supplied with power, by battery pack or by generator power. Please clarify. If battery packs are used, please clarify that all emergency and exit lights are provided with a minimum 90-minute rated capacity of emergency battery under full load. CBC 1008.3.4


1. PROVIDE WITH BATTERY PACK FOR FIXTURES LABELED "EM"
2. PROVIDE LAMP SHIELDS OVER FOOD PREP AREA.
3. SURFACE MOUNT FIXTURES AT SALES/PRODUCE TO BOTTOM OF TRUSS. PAINT
4. CHAIN HANG FIXTURES IN WAREHOUSE AT 1' FROM CEILING.

E3. Sheet E1.0, Site Plan. Finish all contact information for utility service providers:


SERVICE NOTES

CONTRACTOR SHALL INCLUDE IN THE BID ALL COSTS CHARGED BY THE U
ALL WORK REQUIRED FOR UTILITY SERVICES SHALL BE IN ACCORD WITH
DOCUMENTS, SPECIFICATIONS, DRAWINGS AND AS REQUIRED BY THE VAR
COMPANIES TO PROVIDE SERVICE TO EACH BUILDING ON SITE.

THESE PLANS HAVE BEEN PREPARED WITHOUT UTILITY COMPANY COMMITM
CITY DESIGN, INC. ACCEPTS NO RESPONSIBILITY AND SHALL NOT INCU
FUTURE CHANGES IN SERVICE REQUIREMENTS BY UTILITY COMPANIES.

COORDINATE SPECIFIC REQUIREMENTS WITH.....

POWER COMPANY: PG&E
CONTACT: .....

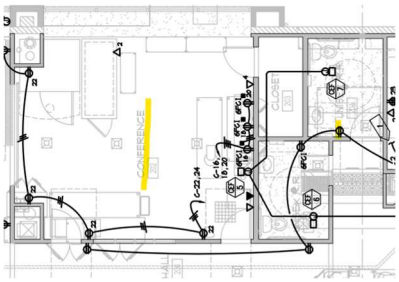
TELEPHONE COMPANY: AT&T
CONTACT: .....

E4. Sheet E2.1A, E2.1B and E2.2, Lighting Plans. Please provide a photometric calculation and statistic table for verification of egress illumination. A minimum 1 foot-candle emergency egress lighting shall be provided along the entire exit pathway per CBC1008.2.1

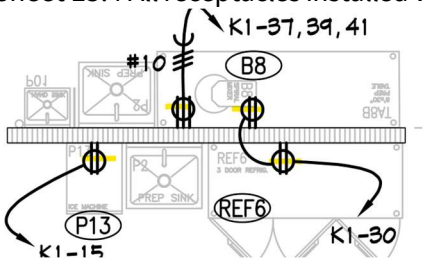
E5. Sheet E3.1A, E3.1B, E3.2, E3.3 and E3.4 Power Plans. Provide NEMA configuration for all special receptacles (other than 125-volt, 15- or 20-ampere receptacles). E.g., meat saw, chopper, freezers, etc.

E6. Sheet E3.2, A meeting room that is at least 12 ft wide and that has a floor area of at least 215 s.f. shall have at least one receptacle outlet located in the floor at a distance not less than 6 ft from any fixed wall for each 215 s.f. or major portion of floor space. CEC 210.71(B)(2)

A. Provide a GFCI receptacle in Unisex rest room in accordance with the requirements of CEC 210.8(B)(1)



E7. Sheet E3.4 All receptacles installed within 6 feet of the edge of a sink shall be GFCI type. CEC 210.8(B)(5)



A. All conduits passing into the floor standing freezer / cooler, not just the walk-in shall be sealed in accordance with the requirement of CEC 300.7(A)

E8. Sheet E3.5 Please provide a listed panic hardware for both electrical room doors. CEC 110.26(C)(3) Where equipment rated 800 A or more that contains overcurrent devices, switching devices, or control devices is installed and there is a personnel door(s) intended for entrance to and egress from the working space less than 25 ft from the nearest edge of the working space, the door(s) shall open in the direction of egress and be equipped with listed panic hardware. CEC 110.26(C)(3)

A. Please note on drawing: Transformer top surfaces that are horizontal and readily accessible in electrical room shall be marked to prohibit storage. CEC 450.9

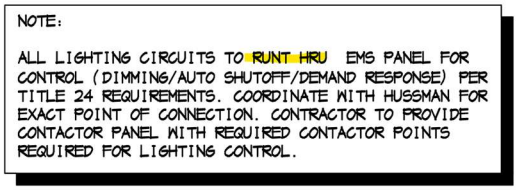
B. Clarify that a minimum one-hour fire rated wall shall be provided for the room that housing greater than 112 ½ kVA transformers in size unless the transformer's insulation system is rated Class 155 or higher per exception #1 and #2 of CEC 450.21(B)

E9. Sheet E3.5, E5.0, E5.1. Please show ratings of all disconnect switches on plan; or clarify with a note that all disconnect switches will match the breaker /switch size protecting the same branch circuit/feeder in panel respectively. CEC 240.4; CEC 220.18(A)

E10. Sheet E4.0 Add this general note for refrigeration plans.
All conduits passing into the freezer/cooler shall be sealed in accordance with the requirement of CEC 300.7(A)

E11. All roof plans, E6.1. Structural Calculation is required for roof units of more than 400 lbs, including the generator and AHUs; wall/ceiling-suspended equipment is more than 20 lbs. Please provide all equipment dimension, weight information and coordinate with structural engineer for the project. CBC 1613 and ASCE 7-10 Chapter 13.

E12. Sheet E6.2, E6.3. Please fix the typo below:


NOTE:

ALL LIGHTING CIRCUITS TO RUNT HRU EMS PANEL FOR CONTROL (DIMMING/AUTO SHUTOFF/DEMAND RESPONSE) PER TITLE 24 REQUIREMENTS. COORDINATE WITH HUSSMAN FOR EXACT POINT OF CONNECTION. CONTRACTOR TO PROVIDE CONTACTOR PANEL WITH REQUIRED CONTACTOR POINTS REQUIRED FOR LIGHTING CONTROL.

A. Show AIC ratings for all electrical panelboards on schedules. CEC 110.9

ENERGY COMPLIANCE:

Electrical Compliance: [Jingpei (Jim) Zhang, PE jzhang@bpr-grp.com, (916)273-4658]

EE1. Sheet E1.0, Site Plan. Please address any signage lighting requirements on this sheet. Provide Title 24 Energy Compliance Forms NRCC-LTS-E for the illuminated signs. 2022 Building Energy Efficiency Standards section 10-103(a)2

EE2. Sheet E2.1A, E2.1B and E2.2, Lighting Plans. All primary and secondary sidelit daylit zones shall be shown on lighting plans. Also, please cite if the exception requirement is met. Otherwise, the luminaires in the above daylight zones shall be provided with automatic day lighting controls (including multilevel lighting control). 2022 California Energy Code, Sec. 130.1(d)1,2 and 3

A. Please clarify if current limiter to be used for the track lightings installed. They shall comply with 2022 California Energy Code, Sec. 110.9(c)

EE3. Sheet E5.0 PV and battery systems are required by the current code, 2022 California Energy Code, Sec. 140.10. However, if both the PV and battery systems are proposed to be deferred, please first:

1. Communicate with the AHJ (City of Rocklin) to ensure this is allowed.

2. Provide Title 24, Solar/battery Forms, Form 2022-NRCC-SAB-E for the proposed PV and battery systems (installed later).

3. Show solar-ready zones on roof and conduit pathway down to the electrical room in accordance with 2022 California Energy Code, Sec. 110.10(b), (c), (d).

EE4. Provide Title 24, Power Forms, Form 2022-NRCC-ELC-E for the new Electrical Power Distribution.

Mechanical Compliance: [Kevin Brenton, kbrenton@bpr-grp.com, 408.472.9105]

No comments in this section. KB

Envelope Compliance: [Denise Reese, dreese@bpr-grp.com, 916.245.1008]

No comments in this section.

CalGREEN: [Jingpei (Jim) Zhang, PE jzhang@bpr-grp.com, (916)273-4658]

CG1. Sheet E1.0, Site Plan. Please provide EV capable spaces (powered by future) and EV capable spaces with EVSE (to be powered now) in accordance with the requirement of California Green Building Standard Code (CGBSC), Sec. 5.106.5.3 and Table 5.106.5.3.1.

For those EV capable space, provide conduit with pull string and capacity in switchboard plus label; for those EV capable with EVSE space, circuitries shall be furnished in the current phase.

STRUCTURAL: [Roger Peterson, SE, rpeterson@bpr-grp.com, 916.202.2902]

S1. Please provide a copy of the geotechnical report that is referenced in Foundations note 1 on Sheet S1.0 which was prepared by Mid Pacific Engineering, dated August 24, 2022.

S2. Provide a letter from the Geotechnical Engineer stating that the drawings (i.e. –the foundation plan, the grading plan, and all pertinent details) have been reviewed, and that the geotechnical report's recommendations are properly incorporated. Any exceptions noted by the Geotechnical Engineer are to be addressed prior to resubmittal.

S3. At the Structural Calculations please respond to the following items:

A. At page 17 please amend the calculation for beam 3 to include the additional point load from the W18x55 diagonal beam as shown on the framing plan.

B. At page 17 please check the joists at the mechanical roof with load from the pump and 14,000 lb rack as shown on the framing plan.

C. On page 44 a calculations is shown for epoxy anchors in a CMU wall, please clarify what this anchorage calculation pertains to.

D. At the calculations for the seismic loads on pages 60, 74, 80 and 89 the value shown for S_{DS} is shown to be 0.38, however per ATC Hazards Maps S_{DS} should be 0.424 which is approximately 12% higher. Please justify using 0.38 for S_{DS}. Please amend the seismic load calculations if required.

E. On page 63 please amend the pilaster calculation using a tributary width of 24' as shown on Elevation 1/S3.1.

F. Please provide calculations for the CMU piers shown on the drawings.

G. Please provide calculations for the jamb steel required beside the openings.

H. Please provide calculations for the CMU lintels and sills.

I. At the wall anchorage calculations on pages 75 and 76 please check the steel elements using a load increase factor of 1.4 per ASCE 7-16, Section 12.11.2.2.2.

J. Please provide wall anchorage calculations for all conditions shown on the plans including the low roofs and mezzanine.

K. Please provide sub-diaphragm analysis for all conditions at the roof and mezzanine diaphragms, including the low roofs, as required per ASCE 7-16, Section 12.11.2.2. Verify that the nailing shown on the plans is adequate to transfer the wall tie loads to the cross building ties.

L. Please provide cross building ties between the diaphragm chords in both directions at the upper roof, low roofs and mezzanine diaphragms. Please check the capacities of the wide flange beams and girders where they occur for the cross building tie forces.

M. Please provide calculations for the wall ties at line 1, between lines B.5 and F as the wall ties occur at 8'-0" o.c. at this wall line. In addition, verify that the CMU walls are adequate to span between the ties per ASCE 7-16, Section 12.11.2.1.

N. At the shear wall calculations please check the shear and in-plane bending at the wall piers shown between the openings on line 1 between lines A and B.5 as shown on Elevation 1/S3.1.

O. Please provide calculations at the shear walls on lines 6, A and G considering the locations of openings and control joints.

P. At the collector calculations on page 88 please amend the length of the collector to be 146' and the length of the shear wall to be 66' as shown on Elevation 1/S3.1.

Q. At the entry frame calculation on page 90 please check the structure for loads in both directions.

R. At the entry structure frames please check the moment frame connections using the provisions of AISC 341-16, Section E1.

S. Please provide calculations for the moment frame base plates at the entry frames using the provisions of AISC 341-16 Section D2.6.

T. Please provide calculations for the entry structure moment frames anchor bolts using the provisions of ACI 318-19, Chapter 17.

U. Please provide calculations for the footings at the entry structure moment frames.

V. Please provide calculations for the low roof structures located at the south and east sides of the buildings. Include calculations for the diaphragms, chords, collectors, shear walls, etc.

W. Please provide lateral analysis for the mezzanine. Include calculations for the diaphragms, chords, collectors, wall anchors, sub-diaphragms, shear walls, etc.

X. Please provide anchorage calculations (and details if required) for all mechanical and electrical equipment, permanently anchored kitchen equipment, freezers, coolers as required per AISC 7-16, Chapter 13.

S4. Please provide drawings, details and calculations for all racking shown on Sheets A2.6 and A2.7 which is not included in the high piled storage racks which are to be submitted under a separate permit as noted on Sheet T0.0.

S5. Please provide ceiling framing plans for all areas where gyp. board ceilings occur as shown on Sheet A3.1. Specify the size and spacing of the ceiling joists and provide details showing how the ceilings will be supported.

S6. At Sheet A3.2 please respond to the following items:

A. At the details showing suspended soffits please coordinate the information shown with the suspended soffit framing shown on structural Sheet S9.1.

B. It appears that the distance between the suspended ceiling over the meat prep area and the bottom of the roof structure will exceed the maximum length of 8’-10” as shown in the Compression Post Schedule in detail 6. Please verify and amend the schedule if required.

S7. At Sheet A5.4 guard rails are shown. Please provide structural details and calculations for the guard rails.

S8. At Sheet A6.2 details are shown for the coolers, please verify if the coolers are part of this permit. If so please provide the foam core panel manufacturer’s LARR or ICC ESR report along with structural calculations and details for the construction of the coolers as required per the LARR or ICC ESR report.

S9. At Sheet S1.0 please respond to the following items:

A. At the Design Basis notes please amend the value shown for S_{DS} as required, see comment S3-D above.

B. At the Wood notes please verify if notes 3 and 4 pertain to this project. Please amend the notes as required.

S10. At Sheet S2.1, Foundation Plan, please respond to the following items:

A. Detail reference 2/S5.2 is shown at line 1 at two locations at the pop-outs. Pease verify if these detail references should be 3/S5.2.

B. Detail reference 3/S5.2 is shown on line 1 near line D, please verify if this detail reference should be 2/S5.2.

C. An HSS5x5xx1/4 is shown near the intersection of grids F.6 and 1.1, however from the calculations it appears that this column should be an HSS5x5x3/8. Please amend the plan as required.

D. Please provide calculations for the steel framed stairs shown on line 2, between lines F & G.

E. Please specify the pad footing shown at the bottom of the stairs at the intersection of grids F and 2.

F. Please provide calculations for the CMU shear wall shown on line 2.1.

G. Please provide details for the exterior footings shown on line H, between lines 2 and 3.

H. Please specify the interior footing shown at the skewed wall and around the stairs between grids E–F and 4–5.

I. Please provide calculations and details for the stairs located between grids E-F and 4-5. Reference the details on the plans.

J. Please provide calculations for the columns and pad footings on line 5 which are supported both roof and mezzanine loads.

K. Please verify if stepped footings are required at the depressed slab at the cooler located east of line G, between lines 4 and 5.

L. A pop-out is shown at the screen wall on line 7, please provide a detail at this locations showing how the foundation is to be constructed at the pop-out.

S11. At Sheet S2.2, Mezzanine and Low Roof Framing Plan, please respond to the following items:

A. Clarify how cross building ties are to be provided between the diaphragm chord in both directions at the low roof and mezzanine diaphragms per ASCE 7-16, Section 12.11.2.2.

B. Please provide a beam to CMU wall connection at the HSS12x12x1/4 beams at the entry structure at the intersection of lines F and 1.

C. Specify the beam to column connection at the (2) W14x61 beams shown at the entry structure north of line 1.

D. Detail reference 17E/S7.1 is shown at the entry structure on line H, north of line 1, however, this detail reference does not appear to be correct. Please amend the detail reference as required.

E. Please clarify how the concrete slab shown between grids F-H and 1-2 is to be braced for lateral loads in both directions.

F. Please provide detail references for all steel framing connections, include beam to beam, beam to column and beam to CMU wall connections.

G. (2) HSS12x12x1/4 beams are shown at the entry structure on line 2, please clarify the elevation of these beams and specify how the west end of the beams are to be supported.

H. Please clarify how the HSS8x4x1/4 beams on line H are to be supported at line 2.

I. Please provide a detail at line F, between lines 1 and 2 showing how the concrete deck is to be supported.

J. Please provide details at the east, south and west walls of the elevator shaft.

K. Please clarify how the west side of the mezzanine is to be braced for lateral loads at line F.

L. Please provide calculations for the W18x50 beams on line F. At the beam between lines 4,1 and 4.8 include load on both sides of the beam.

M. Detail reference 2/S7.1 is shown at the intersection of lines F and 3.6, please clarify what option of the detail is to be used.

N. Please clarify how the lateral loads from the low roof east of line G are to be resisted for lateral loads in the east-west direction. Please note that the length to width ratio of this diaphragm exceeds the allowable L/W ratio per SDPWS 2021 Table 4.2.2.

O. Please provide calculations for the W18x50 beams on line 5, include loads from the mechanical equipment.

P. Detail reference 3/S8.4 is shown at the mechanical unit at the intersection of lines D and 5, however, this detail does not correspond with the conditions shown.

Q. Please clarify how the west end of the mezzanine between lines 5 and 6 is to be braced for lateral loads in the north-south direction. Please provide additional shear walls as required.

R. Please provide strap in the east-west directions at the north and south sides of the stairwell at the stairs located between lines F-F and 4.7-5.

S. Detail reference 12B/S8.2 is shown east of line G, near line 6, however, this detail reference does not appear to be correct. Please amend the detail reference as required.

T. Detail reference 4/S8.2 is shown at the low roof south between lines 6-7 and B-c, please verify if this detail reference is correct.

S12. At Sheet S2.3, Roof Framing Plan, please respond to the following items:

A. Please provide calculations for the W-beams shown below the braced for the wall braces.

B. Provide details for the W-beam to CMU wall connections, reference the details on the plan.

C. Detail reference 5A/S7.1 is shown at the beam connection near the intersection of grids B and 2, please verify if this detail reference is correct. Amend the detail reference as required.

D. At the entry structure please verify if the beam on line F is to extend to the column at the intersection of lines F and 2 as modeled in the calculations or if it terminates on the CMU wall as shown in detail 13/S8.3. Please coordinate the calculations and drawings as required. If the beam is to be installed as shown in detail 13/S8.3 please provide calculations showing how the moment and shear forces in the moment frame beam are to be resisted. If the beam is to extend to the column at grid line F and 2 please show a moment frame connection at the south end of the beam.

E. At the entry structure please amend the beams on lines F and 2 to be W24x76 beams as shown in the calculations.

F. Please provide calculations for the HSS14x6x1/2 beam shown on line 2, between lines F and H.

G. Please provide details showing how the top of the CMU walls at the elevator shaft are to be anchored to the structure.

H. The column at the intersection of grids F and 2 should be a HSS12x12xx5/8 per the calculations. Please amend the column as required.

I. At the roof diaphragm at the entry structure please specify the fasteners require to use at the steel framed roof.

J. Please provide calculations for the roof joists at the entry structure.

K. Please clarify how the elevator guide rail support is to be anchored at the north side of the elevator shaft.

L. Please provide a beam to column connection detail for the column at the intersection of grids F and 2.9.

M. The girder on line 4, between lines E and G is shown to a 36" deep girder, please verify if this is correct as adjacent girders with a similar span are shown to be 52" deep.

N. Please clarify how the entry structure is to be tied to the main building structure at lines 1 and G to prevent separation per ASCE 7-16, Section 12.1.3.

O. Detail reference 20/S8.3 is shown at line A, between lines 5 and 6, however this detail reference is not correct. Please amend the detail reference as required.

S13. At Sheets S3.1 and S3.2, Wall Elevations please respond to the following items:

A. Please show the exterior walls at the low structures at the south and east sides of the building. Clarify the reinforcing steel required at the low walls.

B. At all elevations please specify the horizontal reinforcing steel required.

C. At all elevations please specify the trim steel required beside the openings

D. At all elevations specify the lintel reinforcing steel required above the openings.

E. At all elevations specify the sill reinforcing steel required below the openings.

F. Reference the CMU details on the elevations where required.

G. Specify the pilaster and piers required at all elevations.

H. At Elevation 1/S3.1 specify the beams shown at the entry structure and provide connection details at the beams.

I. At Elevation 2/S3.1 please clarify the sizes of the HSS beams and columns at the entry structure. Include the wall thickness of the members.

J. At Elevation 2/S3.1 please provide connection details for the HSS Framing at the entry structure.

K. At Elevation 1/S3.1 please specify the chord steel required at the top of the wall between lines A and B.5.

S14. At Sheet S5.2 please respond to the following items:

A. At details 2 and 6 detail reference 12/S6.1 is shown, please provide this detail.

B. At detail 3 please specify that the bottom of the wood framing is to be a minimum 8" above finish grade.

C. At detail 4 please provide calculations for the screen wall. In addition, please specify the maximum height of the wall and the maximum height of the retained soil.

D. At detail 14 please provide calculations for the screen wall and specify the maximum height of the screen wall.

S15. At Sheet S6.1 please respond to the following items:

A. At detail 5 please specify the typical horizontal reinforcing steel.

B. At detail 7 please clarify the locations of the vertical steel as shown in detail 12.

S16. At Sheet S7.1 please respond to the following items:

A. At detail 5 please specify the stiffeners shown at the ridge and specify the welds required at the stiffeners.

B. At detail 9 please clarify how the diagonal braces are to be connected to the roof girders at the condition where the girder is perpendicular to the beam as shown on the Roof Framing Plan.

C. At detail 17A please specify the welds required between the top plate and the beam.

S17. At Sheet S7.2 please respond to the following items:

A. At details 2, 3, 7 and 14 please provide knife plates between the girder and joist splices as required to provide a continuous tie across the building, please see truss manufacturer's recommended details for splice connections.

B. At detail 3A please verify the connection of the 4x nailer to the girder top chord is adequate to transfer the sub-diaphragm forces to the girder top chords in the length of the sub-diaphragms.

C. At detail 4 please clarify how the in-plane shear loads are to be transferred from the roof diaphragm to the CMU wall.

D. At detail 6 please verify if the girders are to be anchored to the CMU walls for the out-of-plane wall tie forces.

E. At detail 10 please clarify how the in-plane diaphragm loads are to be transferred to the CMU walls.

In addition, please clarify how the trusses are to be anchored to the CMU wall for the out-of-plane wall tie forces. Show all required welds.

F. At detail 10 detail reference 13/- is shown however this detail reference is not correct. Please amend the detail reference as required.

G. At detail 13 detail reference 8/S8.2 is shown, however, this detail reference is not correct. Please amend the detail reference.

H. At detail 15B please provide headed studs at the bottom of the embedded plate as shown in detail 15C as required to resist the out-of-plane wall tie forces.

I. Reference detail 20 on the plans where required.

S18. At Sheet S7.3 please respond to the following items:

A. At detail 5 please provide calculations for the wall bracing shown.

B. Please reference detail 2 on the plans where required.

C. At detail 4 please provide a slotted connection at the base of the stringer to provide lateral movement per ASCE 7-16, Section 13.5.10.

D. At detail 8 please clarify why a nailer is used on top of the W-beam as it appears that the concrete will be too thin and crumble under foot traffic.

E. At detail 10 please provide calculations for the roof screen shown.

F. At detail 17 please provide calculations for the statue support frame.

G. Please provide calculations for the awning shown in details 16, 19 and 20. Include calculations for the anchorage of the awnings to the building.

S19. At Sheet S8.2 please respond to the following items:

A. At detail 10 detail reference 2/- is shown, however this detail reference is not correct. Please amend the detail reference as required.

B. At detail 12 please clarify how the blocking is to be attached to the W-beam

C. Please reference detail 17 on the plans where required. In addition, please specify the number of stringers required and specify the framing required at the landing.

D. At detail 19 please provide straps between the header and the blocking at all four corners of the opening as shown in detail 13/S.8.1.

S20. At Sheet S8.3 please respond to the following items:

A. At detail 4 please clarify the shear transfer for the in-plane lateral loads from the roof diaphragm to the HSS beam.

B. At detail 10 and 14 specify the light gauge framing shown and all connector shown.

C. At detail 16 please clarify how the deflection of the roof beam is to be accommodated, verify if slotted track is required at the top of the wall. In addition, specify all light gauge framing shown and the framing connectors shown

D. At detail 16 detail reference 16/- is shown, however this detail reference is not correct. Please amend the detail reference as required.

E. At detail 20 please respond to the following items:

1. Please provide calculations for the connection of the moment frame column to the top of the CMU wall.

2. Please specify the weld required at the base of the column.

3. Verify if additional vertical reinforcing steel is required in the CMU wall below the moment frame connection.

S21. At Sheet S8.4 please respond to the following items:

A. Please provide calculations for the equipment and rack anchorage shown, include calculations for the tractor frame structure.

B. At detail 10 clarify the number and hanger rods required at the hood. At the calculations for the hood the support weight is the weight of the equipment plus 800 lbs per CMC 508.4. (Maintenance Load)

C. At detail 4 specify the plywood nailing required at the top and sides of the platform.

S22. At Sheets M4.1A, M4.1B and M4.1C kitchen hoods are shown, however, on Sheet T0.0 kitchen hoods are shown to be submitted under a separate permit, please clarify. If the hoods are to be submitted under a separate permit they should be removed from this submittal.

S23. At Sheet M5.1 please respond to the following comments:

A. At detail 1 clarify how the strap and angle hangers and braces are to be connected to the roof structure.

B. At details 4 and 5 clarify how the seismic restraints are to be connected to the roof structure.

S24. At Sheet P5.1, detail G, please clarify how the softener tank and brine tank are to be anchored to resist seismic loads.

S25. Please provide anchorage calculations for the electrical panels shown on Sheet E6.1.

S26. Please provide anchorage calculations and detail for the equipment shown in details 3 through 10 on Sheet R301.

S27. Sheets R303A through R303C show coolers, however, on Sheet T0.0 refrigeration systems are shown to be submitted under a separate permit, please clarify. If the coolers are to be included in this submittal please provide anchorage details and calculations.

Please contact the listed reviewers between 9:00 A.M. and 4:00 P.M., M-F, with any questions.

[END]

August 20, 2025

[redacted] **– FIRST REVIEW**
Permit Application No. [redacted]
BPR Job No. [redacted]

[redacted]

Plan Review: **New Mezzanine, Storage, Bath, Cooler, Int Walls**
Address: [redacted]

BPR Consulting Group has completed a **FIRST** code compliance review of the following documents on behalf of the [redacted].

1. Drawings:
   a. T-1.0, GN-1.0 to GN-1.2 and A-1.0 to A-8.0 by T. Lee Building & Design dated 12/2024.
   b. S-1 to S-6 by Nextech Engineering Inc., not dated.
   c. M-1.1 to M-3.4 by M & S Engineering dated 04/15/2025.
   d. E1.0 to E6.0 by J S Engineering Inc. dated 07/15/2025.
   e. P-1.1 to P-3.3 by M & S Engineering dated 04/15/2025.

2. Structural Calculations: by Nextech Engineering Inc. dated 03/13/2025.

3. Energy Compliance Documentation by M & S Engineering & J S Engineering dated 04/15/2025.

The applicable provisions of the 2022 California Building Standards Code were used as the basis of this review.
Plan review comments follow on the attached list.

[redacted]

Please do not hesitate to contact us with any questions.

Sincerely,

BPR CONSULTING GROUP

Mark Seven	Denise V. Reese	Roger Peterson, SE
ICC Plans Examiner	ICC Plans Examiner	Structural Engineer

cc: [redacted]

PROJECT DATA:

Occupancy Group:	Area (sq. ft.):
F-1	**10,676**
S-2	**5,268 (4068 main level + 1200 mezzanine)**
B	**856**
Total Area:	**16,800 (15,600 main level + 1,200 mezzanine)**
Building Height:	**22'-0"**
Building Stories:	**One w/Mezzanine**
Type of Construction:	**III-B**
Occupant Load:	**55 – F-1 occupancy** **23 – S-2 occupancy** **17 – B occupancy** **95 – Total**
Sprinklered:	**Yes**
Valuation:	**$600,000**

Wildland Urban Interface (WUI) Fire Area?	**No**
Flood Zone:	**No**

Risk Category:	**II**
Site Class (seismic):	**D-default**
Seismic Design Category:	**D**
Special Wind Region:	**No**
Snow Loads:	**No**

GENERAL COMMENTS:

G1. The following plan review documents are based on the Building Regulations of the [redacted]. The following comments reference the 2022 California Building Standards Code as amended by the [redacted] unless otherwise noted.

G2. Please respond in writing to each plan review comment by marking this comment list or creating a response letter. Indicate which detail, specification, or calculation shows the requested information. At minimum, the following should be included with each plan review response:

- Page / sheet number(s), detail / specification number(s), etc., and include all applicable code section(s).
- Briefly explain in writing how the design is intended to comply with the applicable code sections.
- Please provide a narrative of revisions made outside the plan review comments.

Complete and clear responses will expedite the re-check of this project.

G3. Please be sure to include on the re-submittal the architect's and /or engineer's stamp, signature, date of signature, and registration number on all sheets of plans depicting structural designed elements and cover sheets of calculations. CBPC 5536.1 and 6735.

PLAN REVIEW COMMENTS:

BUILDING AND LIFE SAFETY: [Denise Reese, dreese@bpr-grp.com, 916.245.1008]

A1. The seal of Sunghoon Kim, Licensed Architect, is missing the last digit of the license number and the year of the expiration date. At resubmittal, please ensure the seal clearly shows all information and the complete current expiration date. Reference CA Business & Professions Code 5536.1.

A2. Sheet T-1.0:

A. Revised Sheet Index to include sheet S3.1 that is provided but not listed.

B. The Fire Department Notes are outdated. Please update Notes 1, 2, 3, 4, 6, 7 and 9 to reference applicable 2022 CBC Section numbers as numbers have changed.

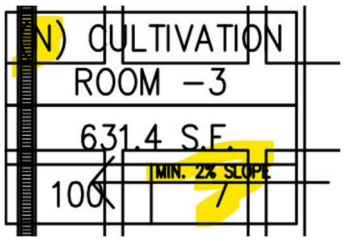
A3. Sheet A-3.0:

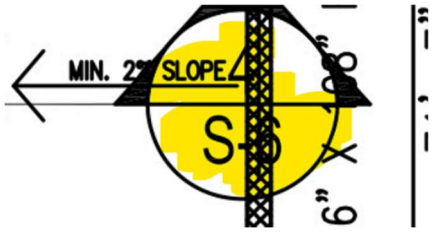
A. Under Legends at New Non-Bearing Wall, the referenced detail 2 is not found on sheet A-3.1. A detail 3 is found on sheet A-3.1 for a pony wall. Please verify and revise as needed.

B. Under Legends at New Bearing wall, please provide a detail reference for the new bearing wall.

C. Please verify that Important Note 3 for pantry and kitchenette is applicable to this project.

D. The room occupancy tags, some detail reference bubbles, etc. are overlapping notes, boxes, & walls making some information illegible. See examples. Please revise.





E. Revise drawing to identify locations of tactile exit signs. Reference 2022 CBC 1013.4 & 11B-703.4.

F. Please show and identify how the new and/or altered interior doors comply with the 18" clear on the strike edge of door requirement. Reference 2022 CBC 11B-404.2.4.

See specifically: Women's room (at lower left corner of drawing) and Electrical Room.

G. New walk-in Cooler 1 is 1,111 sq. ft. Rooms or spaces having a floor area larger than 1,000 sq. ft., containing a refrigerant evaporator and maintained at a temperature below 68 degrees, shall have access to not less than two exits or exit access doorways. Please revise. Reference 2022 CBC 1006.2.2.3.

A4. Sheet A3.1: The notes at detail 3 are too light to be legible. Please darken the font color.

A5. Sheet A3.2:

A. At door schedule note 3, revise to reference applicable 2022 CBC 1010.2.9 Section, not UBC Section number.

B. Please indicate door-opening hardware shall be centered between 34" and 44" above the floor. Reference 2022 CBC 11B-404.2.7.

C. Please revise plans to indicate that the maximum effort for both interior and exterior doors is 5 pounds. Reference 2022 CBC 11B-404.2.9.

D. At single-use restrooms, please indicate that a privacy lock/latch is provided on these doors. Reference 2022 CBC 11B-213.2.1.

E. Under Finish Schedule, note 4 references 2001 CFC 1103.3.3. Please revise to reference the current 2022 CBC / CFC ensuring the Code Section is current.

F. Show compliance with 2022 CBC Table 803.13 for finishes.

A6. Sheet A3.3:

A. Revise Egress plans to identify locations of tactile exit signs. Reference 2022 CBC 1013.4 and 11B-703.4.

B. Based on the occupant load at each space, reviewer calculates 89 at 1st Floor Total + the mezzanine level = Overall Total of 95. Please verify and revise as needed.

A7. Sheet A6.0: Two new exterior roof access ladders are identified. Equipment and appliances located on roofs or other elevated locations shall be accessible. Buildings more than 15 feet in height shall have an inside means of access to the roof. Please revise. Reference 2022 CMC 304.3.

SITE ACCESSIBILITY: [Denise Reese, dreese@bpr-grp.com, 916.245.1008]

SA1. Sheet A1:

A. Please revise the plans to indicate how the circulation path from the primary entrance will be separated from the vehicular areas. Reference 2022 CBC 11B-250.1.

B. At detail 2, revise mounting heights of accessible parking stall signs as follows: 60" above finish ground surface to bottom of lowest sign for wall mounted signs and 80" above finish ground surface to bottom of lowest sign for signs located is pedestrian path. Reference 2022 CBC 11B-502.6.

ACCESSIBILITY: [Denise Reese, dreese@bpr-grp.com, 916.245.1008]

AC1. Sheet A-7.0: From detail 5 at enlarged view of Braille cells, revise to show Braille cells either flush left or centered, not flush right. Reference 2022 CBC 11B-703.3.2.

AC2. Accessible upgrades are required when alterations are made to existing commercial buildings. Reference 2022 CBC 11B-202.3. The amount to be devoted to upgrades is determined based on the valuation (Total Construction Cost) of the project. Since the valuation is more than $203,611, full compliance of Chapter 11B is required.

MECHANICAL: [Mark Seven, mseven@bpr-grp.com, 909.280.0468]

No comments in this section. 08/13/2025.

PLUMBING: [Mark Seven, mseven@bpr-grp.com, 909.280.0468]

No comments in this section. 08/13/2025.

ELECTRICAL: [Mark Seven, mseven@bpr-grp.com, 909.280.0468]

No comments in this section. 08/13/2025.

ENERGY COMPLIANCE:

Electrical Compliance: [Mark Seven, mseven@bpr-grp.com, 909.280.0468]

No comments in this section. 08/13/2025.

Mechanical Compliance: [Mark Seven, mseven@bpr-grp.com, 909.280.0468]

No comments in this section. 08/13/2025.

Envelope Compliance: [Denise Reese, dreese@bpr-grp.com, 916.245.1008]

No comments on this section.

CalGREEN: [Denise Reese, dreese@bpr-grp.com, 916.245.1008]

CG1. Sheets GN1 through GN1-2: The provided CalGreen Checklist is outdated. Please provide the 2022 CA Green Building Standards Code Nonresidential Mandatory Measures checklist with July 2024 Supplement. Check the applicable box at each Section of the checklist. The checklist may be downloaded at: https://aiacalifornia.org/learn-grow-practice/practices/calgreen-checklists/

STRUCTURAL: [Roger Peterson, SE, rpeterson@bpr-grp.com, 916.202.2902]

S1. Please provide a foundation plan. Show the show all wall framing and new columns, provide details showing how the base of the walls and columns are to be connected to the concrete. Verify if new footings are required below the mezzanine bearing walls and below the new steel columns. Show and detail the new underground tank at the liquid storage room as shown on Sheet A-3.0.

S2. At the Structural Calculations please respond to the following items:

A. At the calculation for headers HD3 and HD4 please include dead load in the loads shown.

B. At the ceiling joist calculations please check the ceiling joists using a total load of 15 psf as shown on page 1 of the calculations.

C. At the wall stud calculations on page 18 please include live and dead loads in the calculations for type 2 and 3 studs.

D. At page 21 please clarify the locations of SB1 and SB2. Include point loads at SB1 from stringer or header.

E. At the seismic load calculation for the mezzanine please include 25% of the storage load in the seismic mass per ASCE 7-16, Section 12.7.2.

F. Show all holdowns on the plans as shown on pages 33, 34 and 35 of the calculations.

G. At the holdown calculations on page 36 please verify that the dead load used in the resisting moment was factored down by 0.6 per ASCE 7-16, Section 2.4.5, Equation 10.

H. On page 38 show the coolers being analyzed as a rigid box, however, per the LARR reports the coolers should be analyzed as shear walls supporting a flexible diaphragm using R = 2.0 per ASCE 7-16, Table 12.2-1, Item A.17. Please amend the analysis as required. In addition, please provide the cooler panel manufacturer's ICC ESR report which provides allowable spans for the ceiling and wall panels as well as allowable shear loads for the ceiling diaphragm panels and shear wall panels. Please provide the cooler manufacturer's drawings for review. Please provide complete calculations for the coolers, include vertical and lateral loads in the analysis. If the design and detailing of the coolers is to be a deferred submittal please note this on Cover Sheet T-1.0.

J. On page 40 anchorage calculations for the storage racks are shown, since the height of the storage racks exceed 8'-0" please provide complete design of the storage racks using the provisions of ASCE 7-16, Section 15.5.3.2 and ANSI/RMI MH 16.3. Provide complete design and detailing of the storage racks showing the sizes and shapes of all members as well as details for all connections. If the design and detailing of the storage racks is to be a deferred submittal please note this on Cover Sheet T-1.0.

K. At the calculation for the water tank anchorage shown on page 41 please verify the diameter of the tank used to calculate the weight of the water. Per detail 6/S-6 the diameter of the tanks is 90". Please amend the calculations as required. In addition please check the soil bearing pressure below the tanks, verify that the existing slab is adequate to distribute the loads. With seismic loads included.

L. At the calculations for the epoxy anchors on pages 43 through 60 please reduce the allowable shear and tension loads to account for the overstrength factor Ω_0 which s required to be included per ACI 318-19, Sections 17.10.5.3(d) and 17.10.6.3(c).

M. Please provide calculations for the slab at locations where holdowns are required, verify there is adequate mass from the slab to resist the uplift loads.

N. At the calculations for the roof framing please provide calculations for the existing 4x12 roof girders, verify that they are adequate for the additional load from the new AC units.

O. Please verify if footings are required below the bearing walls and shear walls at the mezzanine area. Check the soil bearing pressure below the slab considering dead, live and seismic loads and verify that the existing slab is adequate to distribute the loads.

P. Please verify that the existing columns are adequate or the additional loads from the new ceiling beams and mechanical units.

S3. At Sheet A-3.0 please respond to the following items:

A. Equipment is shown at the packing area. Please clarify what this equipment consists of, please provide manufacturer's cut sheets. Please provide anchorage details and calculations as required. If his is to be a deferred submittal please list it as such on Cover Sheet T-1.0.

B. Please provide specifications for the walk-in coolers. Specify the manufacturer, thickness of the panels, gauge of steel of the metal facing, etc. Provide the manufacturer's LARR report and provide drawings and details from the manufacturer. If the walk-in coolers are to be a deferred submittal please note this on Cover Sheet T-1.0.

S4. At Sheet A-3.1, detail 3 please clarify how the low partition wall is to be anchored to the floor to resist the moment at the base of the cantilevered wall due to out-of-plane lateral loads, coordinate with the structural detail.

S5. Please provide structural details and calculations for the new trash enclosure shown on Sheet A8.0. Include a roof framing plan and show how the roof framing is to be anchored to the CMU walls. Include details for the roof framing connections. Specify the roof sheathing and specify how the sheathing is attached to the framing.

S6. At Sheet S-1 please respond to the following items:

A. At the Special Inspections notes please include post-installed concrete anchors in the list of anchors that require special inspection and testing.

B. Please include floor live loads, roof live loads, ceiling live loads and geotechnical information as required per CBC 1603.1.

S7. At Sheet S-2 please respond to the following items:

A. Detail reference 3/S-6 is shown on line 6, at the cooler area, however, this detail reference is not correct. Please amend the detailed reference as required.

B. Please clarify how the top of the new wall framings shown around the cooler between lines 5 - 6 and D – F are to be braced for out-of-plane lateral loads.

C. Please specify the header required at the new wall on line F, between lines 4 – 5.

D. Please provide connection details for the beam-to-beam connections at the top of the stair area, reference he connection details on the plan.

E. Detail references 14/S-4 and 5/S-5 are shown at the new HSS 3x column at the intersection of lines D.5 and 2, however, these detail references do not appear to be correct. Please amend the detail references as required.

F. Detail reference 6/S-4 is shown at the new HSS 10x bam at line D.5, between lines 1 – 2, however, this detail reference is not correct. Please amend the detail reference as required.

G. The diaphragm at the mezzanine floor is shown to be 15/32" plywood sheathing. Please verify this sheathing will be adequate for the 125 psf live load at the mezzanine floor.

S8. At Sheet S-3 please respond to the following items:

A. Please clarify how the partial height wall shown at the right side of the stairs is to be braced for out-o-plan lateral loads and guard rail loads. Provide details showing how the wall framing is to be anchored to the stairs.

B. Please provide ceiling framing over all of the mezzanine area as shown on architectural Sheet A-6.1. Clarify how the ceiling framing is to be supported. Clarify how the top of all walls are to be braced for out-of-plane lateral loads.

C. Please verify if a diaphragm at the ceiling framing is required as shown at the 1st floor ceilings. In addition, provide shear walls as required to brace the ceiling structure over the mezzanine area.

D. Detail 14/S-4 is shown at line A.8, however this detail reference is not correct, please amend the detail reference as required. The architectural drawings and Sheet S-2 show that a partial height wall occurs at this area, however, the wall may need to be full height to support the ceiling framing per comment S8-B above. Please coordinate.

E. Detail references 1/S-3 and 2/S-3 are shown on lines A and 1, however, these details were not provided. Please provide the details.

S9. At Sheet S-3.1 detail 3 is shown for a new opening in the existing wall, however, it does not appear that this detail is required for this project. Please omit the detail if it is not required.

S10. At Sheet S-4 please respond to the following item:

A. At detail 1, detail 8/- is shown for the top plate splice, however this detail does not reflect the typical top plate splice. Pleas provide a detail which accurately depicts a typical top plate splice.

B. Reference all details shown on the plans where required.

S11. At Sheet S-5 please respond to the following items:

A. At detail 10 please verify if perpendicular blocking is required at the end bay between the ceiling joists as required to provide lateral support for out-of-plane lateral wall loads.

B. At detail 14 please clarify how the top of the column/beam is to be braced in the direction parallel to the wall. In addition, please clarify how the light gauge wall framing is to be connected to the steel columns.

C. Please reference detail 3 on the plans where required.

S12. At Sheet S-6 please reference details 1, 2, 5 and 6 on the plans.

Please contact the listed reviewers between 9:00 A.M. and 4:00 P.M., M-F, with any questions.

[END]

September 8, 2025

[redacted]
BPR Job No. [redacted]

[redacted]

Plan Review: **New SFD**
Address: [redacted]

BPR Consulting Group has completed a **FIRST** code compliance review of the following documents on behalf of the [redacted]

1. Drawings:
   a. A1 through A26 by Chamberlain Construction Design & Drafting dated 8/1/2025
   b. CEI through CEI-5 by CEI dated 1/2025
   c. E1 and E2 by Chamberlain Construction Design & Drafting dated 8/1/2025
   d. S1.1 through S3.3 by JZSE dated 2/2/2025

2. Structural Calculations by JZSE dated 2/2/2025

3. Truss Calculations by L&S dated 2/11/2025

4. Energy Compliance Documentation not provided

5. Geotechnical Investigation not provided

6. PV System by Lotus Energy dated 5/1/2025.

7. Fire Sprinkler Plan by Accurate Fire Protection dated 3/2025

8. Miscellaneous Documents:
   a. Hydraulics Summary Sheet
   b. Construction Waste Management Plan
   c. Septic System plan.
   d. Special Inspection, Structural Observation and Testing Agreement
   e. Truss Review Letter
   f. Fire Sprinkler Spec sheets

The applicable provisions of the 2022 California Building Standards Code were used as the basis of this review.
Plan review comments follow on the attached list.

[redacted]

Please do not hesitate to contact us with any questions.

Sincerely,

BPR CONSULTING GROUP

Kyle Hansen, PE Structural Plans Examiner	Arron Mauldin ICC Plans Examiner	Jingpei Zhang, PE. ICC Elec. Plans Examiner & Inspector

cc: [redacted]

PROJECT DATA:

Occupancy Group:	Area (sq. ft.):
R-3	**4,260**
U	**1,111**
Decks	**1,159**
Total Area:	**6,530**
Building Height:	**26'-5"**
Building Stories:	**2**
Type of Construction:	**See Comment**
Occupant Load:	**22**
Sprinklered:	**Yes**
Valuation:	**$800,000**

PV System	
System Size:	
# of Modules:	
# of Inverters:	
Panel Size:	
Main Service Panel Size:	
Racking by:	

LPG:	**Yes**	Gallons:	See Comment

Wildland Urban Interface (WUI) Fire Area?	**No**
Flood Zone:	**No**

Risk Category:	**II**
Site Class (seismic):	**D-default**
Seismic Design Category:	**D**
Special Wind Region:	**No**
Snow Loads:	**No**
Special Observation Required:	**Yes**

GENERAL COMMENTS:

G1. The following plan review documents are based on the Building Regulations of the [redacted]. The following comments reference the 2022 California Building Standards Code as amended by the [redacted] unless otherwise noted.

G2. Please respond in writing to each plan review comment by marking this comment list or creating a response letter. Indicate which detail, specification, or calculation shows the requested information. At minimum, the following should be included with each plan review response:

- Page / sheet number(s), detail / specification number(s), etc., and include all applicable code section(s).
- Briefly explain in writing how the design is intended to comply with the applicable code sections.
- Please provide a narrative of revisions made outside the plan review comments.

Complete and clear responses will expedite the re-check of this project.

G3. Please be sure to include on the re-submittal the architect's and /or engineer's stamp, signature, date of signature, and registration number on all sheets of plans depicting structural designed elements and cover sheets of calculations. CBPC 5536.1 and 6735.

PLAN REVIEW COMMENTS:

BUILDING AND LIFE SAFETY: [Arron Mauldin; amauldin@bpr-grp.com; 503.435.8117]

A1. Provide the following information on the cover sheet:

A. Construction Type Classification. 2022 CBC Chapter 6. (Assuming V-B)
B. Occupancy Group Classification. 2022 CBC Chapter 3. (Assuming R-3/U)
C. If dwelling is equipped with residential fire sprinklers. (Assuming Yes)
D. The number of stories above grade.

A2. Sheet A4; Please revise the vapor barrier thickness to 10-mil in lieu of 6-mil. Found under Foundations & Concrete Slabs notes, the fourth note.

A3. Please verify that at least one bathroom shall have a net clear width of 32", measured from the face of the door to the door stop, when the door is open at 90 degrees. 2022 CRC R327.1.3. (Including toilet rooms)

A4. Provide safety glazing in the window adjacent to and within 24" of doors. 2022 CRC Section R308.4.2.

A5. 2022 CRC §R308.4.3 Glazing in windows. Glazing in an individual fixed or operable panel that the bottom edge of the glazing is less than 18 inches above the floor.

A6. 2022 CRC §R308.4.5 Glazing and wet surfaces. Glazing in walls at bathtubs, showers where the bottom exposed edge of the glazing is less than 60 inches measured vertically above any standing or walking surface shall be considered to be a hazardous location.

A7. Clearly add note. Automatic garage door openers shall be equipped with battery backup so that the automatic garage door opener is operational without interruption during an electrical outage. Cal. Health & Safety Code Section 19892. Also automatic garage door openers shall listed and labeled in accordance with UL325. See Health and Safety Code Sections 19890 and 19891 for additional provisions for residential garage door openers.

A8. Identify the attic access with minimum of 22" x 30" opening. 2022 CRC R807.1

A9. Provide attic ventilation calculations, and by the vents net free area. 2022 CRC R806.1.

A10. Please show insulation in ceilings and below roof deck in the sectionals, as noted in Energy summary.

A11. Provide clear details of handrails. Refer to 2022 CRC R311.7.8.

A12. Provide and show the garage floor slope on the foundation plan sheet. The area of floor used for parking of automotive or other vehicles shall be sloped to facilitate the movement of liquids to a drain or toward the main vehicle entry doorway. 2022 CRC Section R309.1.

A13. For clarity, provide and show vapor barrier in the foundation details.

MECHANICAL: [Arron Mauldin; amauldin@bpr-grp.com; 503.435.8117]

M1. The laundry room meets the CMC definition of a confined space or closet. When a closet is designed for the installation of a clothes dryer, a minimum opening of 100 square inches for makeup air shall be provided in the door or by other approved means. Please specify on the plans how this makeup air will be provided to the laundry room. 2022 CMC 504.4.1

PLUMBING: [Arron Mauldin; amauldin@bpr-grp.com; 503.435.8117]

P1. Please show location of water heater and or Heat pump water heater space ready.

P2. Please provide the volume size of propane tank. Note on site plan

ELECTRICAL: [Arron Mauldin; amauldin@bpr-grp.com; 503.435.8117]

E1. Please revise the number of outlets on the kitchen island. Refer to 2022 CEC Art. 210.52 (C)(2)(a). At least one receptacle outlet shall be provided for the first (9 s.f.) and an additional outlet at each additional 18 s.f. and or fractional thereof, countertop or work surface. The electrical plans Island counter seems to be a 45 s.f. and therefore requires having a minimum of three countertop outlets. Receptacles below countertop more than 12" does not serve as a countertop receptacle and shall not be located where countertop extends more than 6" from its support base. Reference 2022 CEC 210.52(C)(3)(3)

E2. Clearly indicate the 240v circuit in laundry room shall be GFCI protected. 2022 CEC 210.8(10)

E3. Please verify the location of switches and outlets located in the mud room.

E4. Provide and clearly show Surge Protection Device (SPD). The SPD shall be an integral part of the service equipment or shall be located immediately adjacent thereto. 2022 CEC Article 230.67.

PV: [Jingpei (Jim) Zhang, PE jzhang@bpr-grp.com, (279)215-7995]

PV1. Thanks for the letter of Ground Mounted Solar Array by Caiman Engineering. Please also provide PV drawings for review or, show solar ready zone conduit pathway to the electrical main panel in accordance with 2022 California Energy Code, Sec. 110.10(b), (c), (d) and (e). Reserve space for PV interconnection.

Please refer to ADU (Permit#: BLD25-02941) for the same comments of electrical, energy and CalGreen.

ENERGY COMPLIANCE: [Arron Mauldin; amauldin@bpr-grp.com; 503.435.8117]

EC1. Please provide a registered California Energy Commission, energy compliance documentation for proposed dwelling.

EC2. Please revise range ventilation minimum requirements per 2022 CEnC Table 150.0-G

CalGREEN: [Arron Mauldin; amauldin@bpr-grp.com; 503.435.8117]

CG1. Complete the CalGreen compliance checklist identifying all applicable mandatory measures. Refer to the checklist and identify the applicable Mandatory Measure and check either "Y" on the applicable measures or "N/A" if they are not applicable to this project.

CG2. Wood burning fireplaces are prohibited per Placer County Aird Pollution Control District. 4.503.1.1 Woodstoves. Verify any installed woodstove or pellet stove shall comply with U.S. EPA New Source Performance Standards (NSPS) emission limits as applicable. Woodstoves, pellet stoves and fireplaces shall also comply with applicable local ordinances and note on the cover sheet that indicates the number and type of wood/pellet stoves.

STRUCTURAL: [Kyle Hansen, PE; khansen@bpr-grp.com; 530.845.4693]

S1. Ground mounted solar:

A. Drawings indicate 19.2 kWh vertical eForce unit is intended with a weight of 465 lbs. Provide anchorage details and calculations for units weighing more than 400 lbs. and all wall- or ceiling-suspended equipment that weighs more than 20#. Reference ASCE 7-16 Chapter 13.

B. Please provide an ICC report for the Krinner Ground Screws called out in the drawings (ESR-5168?). Please note that calculations provided Evaluation report CCMC 13577-R which is not applicable under the 2022 California Building Code. Please provide applicable report for the proposed system.

C. Please provide calculations for the ground screws per ESR 5168.

D. Reference the ESR report for the ground screws on the drawings.

E. If the applicable ESR report for the ground screws is ESR 5168, please ensure the following is considered:

1. Provide a geotechnical report per section 4.0 of ESR report.

2. Indicate on the drawings the Special Inspections are required per ESR 5168 section 4.3 and CBC 1705.1.1. Additionally, revise S.I. form provided for this permit to include all required special inspections.

3. Please provide a letter from the geotechnical engineer stating that the ground screw details and drawings have been reviewed, and that the geotechnical report's recommendations are properly incorporated. Any exceptions noted by the geotechnical engineer are to be addressed prior to resubmittal.

4. Provide manufacturer documentation referencing the mounting system (racking system and rails) proposed.

S2. Structural Observation is required on all residential structures 5,000 square feet or more per [redacted] and California Building Code (CBC) Chapter 17. Provide the following note on the plans:

"The Architect or Engineer of record performing the Structural Observation is to provide, in addition to the reports required by CBC Chapter 17, a final written report that will be retained as part of the permanent Building Permit file. The final report must certify that the entire structural system complies with the approved plans and designers' specifications. The wet-stamped final report will be required prior to the frame inspection by the Building Division stating that the foundation construction and the lateral shear resisting system is approved without any exceptions."

S3. Architectural elevations show exterior canopies. Please provide structural calculations and details showing how the canopies are attached to the primary structure Ref. ASCE 7-16, Section 13.1.

S4. Architectural drawings show a half wall acting as a guard at the stair opening. Please provide details showing how the half walls are anchored to the supporting floor framing at the stair opening. Provide calculations and details for the guardrails per CBC 1607.8.

S5. At WSWH sheets provided by the manufacturer are used, please clearly indicate which details and information in tables are applicable to this project. The designer is required to cross out or remove details that are not applicable and reference applicable details from the plans or details developed by the designer.

All applicable detailing is required to be stamped and signed by the Design Professional. (Ref. CBPC 5536.1). Please note that the detailing provided by the manufacturer is a design aid and does not exempt the design requirements (plans, details, and calculations) of the Design Professional Responsible in Charge.

S6. Sheet S2.3:

A. Provide shear transfer details at the interior shear walls along line C. Clarify if panel trusses are required. Call out panel trusses at design drag load for panel trusses (in plf) on the plans and revise truss calculations.

B. Provide shear transfer details at the gable end condition at roof pop-up.

S7. Sheet S2.2:

A. Provide calculations and details for the guardrails per CBC 1607.8 and CRC Table 301.5. Specifically, please indicate how the guard posts are connected to supporting framing at the base. Provide details for perpendicular and parallel conditions – specify blocking, connection hardware, etc.

B. Please clarify the framing required at the stairs and landing. Show how the framing is to be installed and supported. Show and specify the stringers, landing, etc. as required.

C. At the stair opening in the floor diaphragm provide continuity ties at the corners where the framing is not continuous per ASCE 7-16 section 12.10.1.

D. Follow all upper level holdowns to the foundation. For upper level holdowns that occur over a wall below, provide a holdown. For upper level holdowns that occur over a beam or header below, provide calculations for the header and follow any net uplift to the foundation. At locations where shear walls are supported on beams please anchor the beams to the supporting posts for the uplift loads from the shear walls and provide additional holdowns at the base of the posts as required to provide a complete load path to the foundations for the holdown forces.

It may be beneficial to try to adjust the lengths of the shear walls as required so the holdowns will stack and avoid additional holdowns.

E. Please include seismic compression loads at the calculations for beams supporting upper level discontinuous shear walls (Type 4 Horizontal Irregularity), seismic load effects must include overstrength per ASCE 7-16 § 12.3.3.3.

Additionally, please provide details showing how holdowns are to be installed at the beams supporting the discontinuous shearwalls.

F. Truss calculations indicate hip drop rafters by other at the area between truss types G11 and G06. Please provide / reference applicable detailing on the roof plan.

Please contact the listed reviewers between 9:00 A.M. and 4:00 P.M., M-F, with any questions.

[END]

January 22, 2026

[redacted] **– FIRST REVIEW**
Permit Application No. [redacted]
BPR Job No. [redacted]

[redacted]
bldtahoe@placer.ca.gov

Plan Review: **Name-Addition**
Address: [redacted]

BPR Consulting Group has completed a **FIRST** code compliance review of the following documents on behalf of the [redacted]

1. Drawings:
   a. 0.0 to ME3.2 by Sagan Design Group dated 12/30/25
   b. S1.1 to S6.1 by Harrington Engineering dated 12/27/25

2. Structural Calculations by Harrington Engineering dated 12/30/25

3. Energy Compliance Documentation by Hummingbird Energy Services dated 12/31/25

4. Miscellaneous Documents:
   a. Permit Application
   b. Deferred Submittal Form
   c. CWM Plan
   d. Roofing Felt and Underlayment ESR-2053

The applicable provisions of the 2022 California Building Standards Code were used as the basis of this review.
Plan review comments follow on the attached list.

[redacted]

Please do not hesitate to contact us with any questions.

Sincerely,
BPR CONSULTING GROUP

Austin Crowell
ICC Plans Examiner

Colin Grimm
Plan Check Engineer

cc: [redacted]

PROJECT DATA:

Occupancy Group or Use:	Area (sq. ft.):		
	Existing	Addition	**Proposed Total**
R-3: Game room	596	0	
Living room	0	573	**New R3: 1542**
Remodeled kitchen	520	0	
Main floor	476	302	**Existing R3: 3227**
Upper floor	1635	587	
Cottage Bar	0	80	**Total R3:4769**
U: Lower-Level Deck	0	183	**New U: 1641**
Main Level Deck	0	328	
Main level garage	0	770	**Existing U: 0**
Main level entry	0	173	
Cottage bar deck	0	187	**Total U: 1641**

Building Height:	**39'4"**		
Building Stories:	**3**		
Type of Construction:	**V-B**		
Sprinklered:	Yes	Type: NFPA 13D	
Valuation:	**$**		
PV System			
System Size:	**Not required**		
LPG:	**No**	Gallons:	
Fireplace:	**Yes-Wood Burning**		
Wildland Urban Interface (WUI) Fire Area?	**Yes**		
Flood Zone:	**No**		
Risk Category:	**II**		
Site Class (seismic):	**D-default**		
Seismic Design Category:	**D**		
Special Wind Region:	**Yes**		
Snow Loads:	**Yes**		
Special Observation Required:	**No**		
Special Inspections Required:	**Yes**	Types:	**Structural Steel – CBC 1705.2** **Soils – CBC 1705.6** **Seismic (Steel) – CBC 1705.12.1**

GENERAL COMMENTS:

G1. The following plan review documents are based on the Building Regulations of the [redacted] The following comments reference the 2022 California Building Standards Code as amended by the [redacted] unless otherwise noted.

G2. Please respond in writing to each plan review comment by marking this comment list or creating a response letter. Indicate which detail, specification, or calculation shows the requested information. At minimum, the following should be included with each plan review response:

- Page / sheet number(s), detail / specification number(s), etc., and include all applicable code section(s).
- Briefly explain in writing how the design is intended to comply with the applicable code sections.
- Please provide a narrative of revisions made outside the plan review comments.

Complete and clear responses will expedite the re-check of this project.

G3. Please be sure to include on the re-submittal the architect's and /or engineer's stamp, signature, date of signature, and registration number on all sheets of plans depicting structural designed elements and cover sheets of calculations. CBPC 5536.1 and 6735.

PLAN REVIEW COMMENTS:

BUILDING LIFE SAFETY: [Austin Crowell; acrowell@bpr-grp.com; 530.264.8493]

A1. Please note the following on the plans regarding fire blocking. Fire blocking is required to provide a separation between concealed vertical and horizontal spaces, in walls at stair stringers (top & bottom), at soffits, drop ceilings, cove ceilings and at openings around ducts, vents, pipes and flue chases. Fire blocking shall be provided vertically at the ceiling and floor levels and horizontally at intervals not exceeding 10 feet. CRC R302.11.

A2. Please revise the plans to show the garage floor shall be sloped to facilitate the movement of liquids to a drain or toward the main vehicle entry doorway. R309.1

A3. Identify fuel type for outdoor fire pit.

A4. Please revise the plans to specify window fall protection in accordance with R312.2. If the window fall prevention device complies with ASTM F2090, please reference this on the plans.

A5. Please revise the plans to show the location and dimensions of the required attic access. A readily accessible 22" x 30" attic access is required for all attic areas that have a vertical height of 30" or greater over an area of not less than 30 sq. ft. Minimum clear headroom of 30" is required above the access. R807.1 Attics with equipment need an opening as large as the largest piece of equipment to allow passage, but not less than 22" x 30".

Wildland Urban Interface: [Austin Crowell; acrowell@bpr-grp.com; 530.264.8493]

No comments found in this section. AC 1/22/26

MECHANICAL: [Austin Crowell; acrowell@bpr-grp.com; 530.264.8493]

M1. Please provide an appliance protection post in the garage. CMC 305.1.1

M2. A/C condenser units supported from the ground shall rest on a concrete or other approved base extending not less than 3" above the ground level. CMC 1105.2

PLUMBING: [Austin Crowell; acrowell@bpr-grp.com; 530.264.8493]

P1. Provide Type and locations for water heaters.

P2. Please note the plans that all new hot water piping shall be insulated per CBEES 150.0(j) and CPC 609.11.

P3. The plans show more than 3 water closets. Please specify on the plans the horizontal drainage piping shall be at least 4" pipe. CPC Table 703.2

ELECTRICAL: [Austin Crowell; acrowell@bpr-grp.com; 530.264.8493]

E1. Provide 1 receptacle on islands and peninsulas for the first 9 sq. ft of the counter space and an additional receptacle for each additional 18 sq. ft of counter space or part thereof. CEC 210.52(C)(2)

E2. Please revise the plans to show the garage door opener receptacle(s) shall be GFCI protected. GFCI protection is required for all receptacles in the garage, including the garage door opener receptacle. CEC 210.8(A)(2)

E3. Outdoor lighting permanently mounted to building shall be controlled by one of the following:
a) Photocontrol and motion sensor

b) Photocontrol and automatic time-switch control

c) Astronomical time clock

ENERGY COMPLIANCE:

Electrical Compliance: [Austin Crowell; acrowell@bpr-grp.com; 530.264.8493]

EE1. Specify the fans in bathrooms containing a tub or shower are controlled by a humidistat and are energy star rated. If the bathroom fan provides continuous ventilation as required by the Energy Code it is exempt. CGBC 4.506

EE2. In bathrooms, garages, laundry rooms, walk-in closets and utility rooms, at least one luminaire in each of these spaces shall be controlled by a vacancy sensor or occupant sensor provided the occupant sensor is initially programmed like a vacancy sensor (manual-on operation). 150(k) 2I

Mechanical Compliance: [Austin Crowell; acrowell@bpr-grp.com; 530.264.8493]

EM1. Provide Kitchen exhaust means with CFM rating per CEC table 150.0-G

Envelope Compliance: [Austin Crowell; acrowell@bpr-grp.com; 530.264.8493]

EC1. Provide on A3.1 the insulation to be installed per CF1R.

CalGREEN: [Austin Crowell; acrowell@bpr-grp.com; 530.264.8493]

CG1. Please revise the plans to incorporate the 2022 California Residential Green Building Mandatory Measures Checklist. The mandatory measures can be found at the following link: https://aiacalifornia.org/learn-grow-practice/practices/calgreen-checklists/.

STRUCTURAL: [Colin Grimm; cgrimm@bpr-grp.com; 916.226.3227]
[Bill Rodgers, SE; brodgers@bpr-grp.com; 916.562.3600]

S1. Structural General Notes, Sheet S1.1:

A. Design Criteria on plans and in calculations specifies Exposure C; however, this project is located directly adjacent to Lake Tahoe. Please revise to specify and utilize Exposure D or justify the applicability of Exposure C within CBC 1609.4.

B. Please revise Seismic Loads (Design Criteria Section F) to include special moment frames within the seismic-force-resisting systems.

C. Soil Loads and Criteria listed in Design Criteria Section G do not match the values specified within the Structural calculations, including bearing capacity, passive pressure etc. Please coordinate.

D. Foundation Note A indicates a soil bearing capacity of 3000 psi per a Geotechnical Report which is not referenced or provided. Please revise to reference and include the report.

E. Please revise Statement of Special Inspections to include structural steel moment resisting frames per CBC 1705.12.1.

S2. Provide a letter from the Geotechnical Engineer stating that the drawings (i.e. –the foundation plan, the grading plan, and all pertinent details) have been reviewed, and that the geotechnical report's recommendations are properly incorporated. Any exceptions noted by the Geotechnical Engineer are to be addressed prior to resubmittal.

S3. Please provide a completed County of Placer Special Inspection, Structural Observation and Testing Agreement, found via the link below. Ensure all signatures are included.

https://www.placer.ca.gov/DocumentCenter/View/2972/Special-Inspection-Structural-Observation-and-Testing-Agreement-PDF

S4. Please revise plans to clearly indicate which aspects of the structure are new and which are existing and to remain, including framing members, foundation elements, etc.

S5. Provide supporting calculations for all retaining walls (see S2.1 and details 12 and 13/S3.1).

S6. Multiple beams and headers support discontinuous shear walls above. Provide/revise calculations for these framing members to consider the total seismic and gravity loads supported by these beams at the shear wall boundary member. Please use appropriate load combinations with overstrength (Type 4 Horizontal/Vertical Irregularity). (ASCE 7-16 § 12.3.3.3)

S7. Provide continuity ties at the diaphragm's reentrant corners and/or out-of-plane offsets, top plate breaks, truss breaks, attached accessory structures, pop-up or pop-out building sections, and at the corners of openings in the diaphragm. (ASCE 7-16 § 1.4.1, §12.1.3 §12.8.4, and § 12.10; SDPWS §4.1.3 and §4.1.9)

S8. Upper Floor / Low Roof Framing Plan, Sheet S2.2:

A. Please provide an analysis of the beam to column connections at the special steel moment frame showing compliance with AISC 341 § E4 and AISC 358.

B. Details 12 and 13/S4.1 are specified along Gridline A.

1. Please replace Detail 13/S4.1 with a pre-qualified connection detail out of AISC 358.

2. Detail 12/S4.1 cannot be used as it does not apply to AISC 358. Please revise.

S9. Upper Floor / Low Roof Diaphragm Plan, Sheet S2.2D:

A. Please provide supporting calculations for force transfer around openings (three (3) occurrences).

B. Please provide supporting calculations for the special steel moment frame verifying that the allowable drift complies with ASCE 7, AISC 341, and AISC 358.

S10. Roof Diaphragm Plan, Sheet S2.3:

A. Plans include multiple Type 4 shear walls running North/South which do not have lengths specified and are not included in the calculations. Please clarify and revise as required.

B. Please specify the length of the Type 2 shear wall section towards plan south end of Gridline E.1.

C. Please provide supporting calculations for force transfer around opening along Gridline GA.

Please contact the listed reviewers between 9:00 A.M. and 4:00 P.M., M-F, with any questions.

[END]

KEY STAFF RESUMES



RON BEEHLER, SE, CBO

PRINCIPAL | BUILDING OFFICIAL

Ron utilizes experience gained through more than 40 years of hands-on experience performing life safety, accessibility, and structural plan reviews to successfully manage building departments, building department services and high-profile building projects on behalf of public agencies throughout California. His experience includes establishing and coordinating on-site building department services for large, multi-building projects and unique, fast-paced development projects. Ron has served as Chief Building Official for multiple California public agencies including interim assignments. He has also provided building department assessments on behalf of municipal clients to identify inefficiencies and implement best practice improvements.

Licensed as a Civil and Structural Engineer in California and Nevada, certified by the International Code Council as a Building Official, Code Specialist, Plans Examiner and Building Inspector, Ron is uniquely qualified to evaluate and manage all building department services. His background includes the position of Chief Building Official with the City of Sacramento directing a staff of 120 engineers, plan reviewers and building inspectors, Chief of Engineering Design and Construction for the California National Guard and Senior Structural Engineer with the Office of Statewide Health Planning and Development (OSHPD).

Ron is dedicated to maintaining his knowledge of California building codes, laws and regulations related to building department operations. He frequently lectures and presents classes on technical topics on behalf of professional organizations including CALBO and multiple International Code Council Chapters throughout California and other western states. He presently serves as Chairman for the CALBO Structural Committee.

PROFESSIONAL HISTORY

Principal | Building Official | BPR Consulting Group | 2021 - Present
Ron manages client plan review and inspection services on behalf of BPR Consulting Group providing efficient services on behalf of multiple municipal clients.

Director, Building Safety Services | Consulting Firm | 2006 – 2021
Chief Building Official | City of Sacramento | 2003 – 2006
Supervising Engineer | Building Inspection Division | City of Sacramento | 2002 – 2003
Regional Compliance Officer, Senior Structural Engineer | CA State Office of Statewide Health Planning & Development | 1998 – 2002
Chief of Facilities Engineering | California National Guard | 1991 – 1998
Assoc. Struct. Engineer | CA State Office of Statewide Health Planning & Development | 1987 – 1991
Associate Engineer Architect | Sacramento County Building Department | 1983 – 1987

EDUCATION

- Graduate Coursework in Structural & Geotechnical Engineering, California State University, Sacramento
- BS, Civil Engineering, California State University, Chico
- AA, Physical Science, Butte College, Oroville, CA

PROFESSIONAL LICENSES & CERTIFICATIONS

- CA Structural Engineer SE-3632
- CA Civil Engineer CE-39404
- NV Structural Engineer SE-019992
- NV Civil Engineer CE-019992
- National Earthquake Hazard Reduction Program Training
- CA Construction Law Training

International Code Council - 801789

- ICC Certified Building Official
- ICC Building Code Specialist
- ICC Building Plans Examiner
- ICC Building Inspector

PROFESSIONAL AFFILIATIONS

- San Joaquin ICC Chapter of Building Officials – Past President
- Napa Solano ICC Chapter – Past President
- Sacramento Valley Association of Building Officials – Multiple Term Board of Directors Member
- CALBO Building and Fire Advisory Committee – Appointed Member
- CALBO Structural Committee – Appointed Member. Chair, 2023

BILL RODGERS, SE

PRINCIPAL | PROJECT MANAGER

Bill has 31 years of experience in the field of structural engineering, including 22 years of experience as a plan review engineer. His wealth of experience includes a varied and vast list of projects throughout California and Nevada. Bill is in demand for hands-on work within jurisdictions due to his great success in blending excellent engineering skills with responsive customer service.

PROFESSIONAL HISTORY

Principal | Senior Structural Engineer | BPR Consulting Group | 2021 - Present

Bill directs client plan review on behalf of BPR Consulting Group providing efficient services on behalf of multiple municipal clients.

Senior Structural Engineer |Plans Examiner | Consulting Firm | 2006 – 2021

Bill performed structural plan review for commercial and residential construction for municipalities for various state and local agencies throughout California and Nevada. In addition to providing structural plan review services, he was responsible for the production and performance of company offices, including maintaining client relationships. Bill's duties also included performing structural plan reviews for industrial, commercial, and residential projects.

Senior Structural Engineer | Consulting Firm | 2001 - 2006

Bill performed structural plan review for commercial and residential construction for municipalities for various state and local agencies throughout California and Nevada

Structural Engineer| Associate | DES Architects + Engineers | 1995 – 2001

Bill was responsible for the structural design of many projects throughout the Bay Area, including Pacific Shores Center in Redwood City, Moffett Corners in Sunnyvale, Carlmont High School in Belmont, and many other projects. Additionally, Bill oversaw the structural department of this architecture and engineering firm, and was responsible for staff development and work quality.

PROJECT EXPERIENCE

Project Manager/Structural Engineer | Judicial Council of California | State of California | 2010 – 2021 .

Project Manager/Structural Engineer | Division of State Architect | State of California | 2016 **–** 2021

Project Manager/Structural Engineer | University of California, Merced | 2020 Campus Expansion | 2017 – 2021

Project Manager/Structural Engineer | City of Berkeley | Berkeley, CA | 2008 – 2021

Project Manager/Structural Engineer | Downtown Commons Tower | Sacramento, CA | 2016 – 2019

BPR CONSULTING GROUP

EDUCATION

- BS, Civil Engineering, California State University, Sacramento

PROFESSIONAL LICENSES AND CERTIFICATIONS

- CA Structural Engineer SE-4198
- CA Civil Engineer CE-50673
- NV Structural Engineer SE-18427
- NV Civil Engineer CE-18427

PROFESSIONAL AFFILIATIONS

- Structural Engineers Association, Northern California (SEAONC)

ROGER PETERSON, SE

PRINCIPAL | PLAN REVIEW MANAGER

Roger is a California licensed civil and structural engineer, and an experienced building safety professional with 31 years of experience in structural design, building plan review and plan review management. Roger has managed plan review services for all types of building structures including single and multi-story steel, and concrete-framed buildings, as well as structures utilizing timber, and masonry framing systems. In addition to many years performing all aspects of plan review, Roger's experience includes the supervision and management of plan review of numerous high-profile and fast paced multi-story building projects for multiple public agency clients including management of inspection programs for these same types of projects. Roger utilizes his detailed code knowledge, extensive design experience and on-site construction project experience to ensure accurate, thorough, and timely plan review services on behalf of municipal client agencies.

PROFESSIONAL HISTORY

Principal | Senior Structural Engineer | BPR Consulting Group | 2021 - Present

Roger directs client plan review on behalf of BPR Consulting Group providing efficient services on behalf of multiple municipal clients.

Senior Structural Engineer | Project Manager | Consulting Firm | 2006 – 2021

Roger provided management for several of this firm's offices and special projects as well as performed structural plan review for commercial and residential construction for municipalities for various state and local agencies throughout California. In addition to providing structural plan review services, Roger was responsible for the production and performance of company offices, including maintaining client relationships. His duties also included performing structural plan reviews for industrial, commercial, and residential projects.

Senior Structural Engineer | Plans Examiner | Branch Manager

LP2A | Bureau Veritas | CA | 1999 - 2006

Roger served as branch manager and lead structural plan reviewer for the Sacramento Area branch office. He was responsible for the production and performance of the office, including maintaining client relationships. His duties included performing structural plan reviews for industrial, commercial, and residential projects.

Project Engineer | Power Engineers, Inc. | 1999 - 1999

Project Engineer | Office Manager | R2H Engineering, Inc. | 1998 - 1999

Project Engineer | Rutherford & Chekene | 1995 - 1998

Design Engineer | Project Engineer | DES Engineers & Architects | 1995 - 1997

BPR CONSULTING GROUP

EDUCATION

- BS, Civil Engineering, University of Wyoming

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Structural Engineer SE-3846
- CA Civil Engineer CE-46096
- ID Structural Engineer SE-8225
- ID Civil Engineer CE-8225

PROFESSIONAL AFFILIATIONS:

- Structural Engineers Association of Northern California (SEAONC)

MARK BERG, CBO, MCP, ICC

BUILDING OFFICIAL

Mark is an ICC Certified Building Official, Plans Examiner, Building Inspector, and Master Code Professional with 35 years of experience performing life-safety, architectural, mechanical, plumbing, electrical, and structural reviews in residential, multi-family and commercial projects. Mark has successfully guided department staff with inspection and plan review of all phases of complex construction projects. He is experienced utilizing building department permit tracking software and managing all common building department responsibilities, including plan review, multi-discipline inspections, plan review and inspection scheduling, field supervision, regulatory compliance, code interpretation, and project acceptance. Mark also possesses exceptional skills in complaint resolution, problem solving, damage assessment and team building.

PROFESSIONAL HISTORY

Building Official, Life Safety Plans Examiner | BPR Consulting Group | 2021-Present

Building Official, Life Safety Plans Examiner | Consulting Firm | 2017-2021

Building Official | City of Redlands | 2015-2017

Building Inspection Supervisor | City of Rancho Cucamonga | 2010-2015

Building Official | City of Norco | 2006-2011

Building Division Manager | County of Riverside | 2001-2006

Plans Examiner-Sr. Building Inspector | City of Temecula | 1991-2001

PROFESSIONAL AFFILIATIONS

- CALBO – Damage Assessment Committee, State Building Codes Committee
- CACEO – California Association of Code Enforcement Officers
- CEC – California Energy Commission
- ICC – Administrative Committee
- ICC Foothill Chapter, Board Member, 2023-2024
- NFPA – National Fire Prevention Association, Building Systems Committee
- IAPMO – Code Interpretation Committees for UPC, UMC
- JAEI – Journal of Ancient Egyptian Interconnections
- City of Riverside Parks, Recreation, and Community Services Commission

BPR CONSULTING GROUP

EDUCATION

- BS, Public Administration, Minor in English, California Baptist University
- AA, Construction Technology, Riverside Community College
- AA, Physical Education, Riverside City College

PROFESSIONAL LICENSES & CERTIFICATIONS

International Code Council - 859362

- Master Code Professional
- ICC Accessibility Inspector/Plans Examiner
- ICC Building Code Official
- ICC Building Code Specialist
- ICC Building Inspector
- ICC Building Plans Examiner
- ICC Certified Building Official
- ICC Certified Fire Code Official
- ICC Certified Fire Marshal
- ICC Combination Dwelling Inspector - Uniform Codes
- ICC Combination Inspector - Legacy
- ICC Electrical Inspector
- ICC Fire Code Specialist
- ICC Fire Codes and Standards
- ICC Fire Inspector I
- ICC Fire Inspector II
- ICC Fire Plans Examiner
- ICC Mechanical Inspector UMC
- ICC Permit Specialist
- ICC Permit Technician
- ICC Plumbing Inspector UPC
- ICC Residential Combination Inspector
- ICC Residential Energy Inspector/Plans Examiner
- ICC Residential Plans Examiner

CHARLES NGANGA, SE, ICC

SENIOR STRUCTURAL ENGINEER

Charles is a California Licensed Structural Engineer with a Master of Science degree in Civil Engineering from California Polytechnic State University in San Luis Obispo with 12 years of experience in structural plan review. He is also a ICC Certified plans examiner. His work experience, excellent education and deep commitment to the building safety industry have enabled Charles to develop a solid track record of consistently providing clients with exceptional service.

PROFESSIONAL HISTORY

Senior Structural Engineer | BPR Consulting Group | 2023 – Present

Structural Plan review of multiple buildings and facilities including residential, commercial, mixed use, multi-family, judicial, institutional, industrial, power generation plants, communication towers, and solar installations.

Supervising Structural Engineer | Consulting Firm | 2014 – 2023

Charles performed residential and non-residential plan reviews to ensure compliance with California and International Building and Residential Codes and local building codes to include policies, amendments and ordinances. Charles also taught classes to multiple ICC Chapters on the 2016 CRC Braded Wall Provisions. The projects completed included the following.

PROJECT EXPERIENCE

Construction Phase, New Courthouses – Judicial Council of California

Project Manager and Structural review of the construction phase (Deferred Submittals, RFIs) of numerous new and renovated courthouses throughout Caifornia.

Hollywood Park – City of Inglewood

Structural review of Hollywood Park which is a Mixed-use development which will include retail and office space with associated parking. Structural Steel construction with special moment frames and braced frames. TI included IMAX Theater (Theater seating stands, Screen Support, technical equipment support).

Garden Grove Hotel – City of Garden Grove.

Project Channel – San Joaquin County

New Terminal (Merced - Yosemite Regional Airport) – City of Merced

Multiple Construction Phase New Courthouse – Judicial Council of California

Trainer: CRC Braced Wall Provisions

EDUCATION

- Master of Science, Civil Engineering California Polytechnic State University, San Luis Obispo 2014
- Bachelor of Science, Civil Engineering, Jomo Kenyatta University of Agriculture and Technology, Juja, Kenya
- 2009 Courses in Public Works Inspection, Plan Reading and Estimating, Advanced AutoCAD Santa Rosa Junior College, Santa Rosa, 2012

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Structural Engineer SE-6913
- CA Civil Engineer CE-85710

International Code Council - 8325618

- ICC Residential Plans Examiner

Cal OES Safety Assessment Program (SAP)

DENISE REESE, CBO, ICC

PLANS EXAMINER

Denise is an ICC Certified Chief Building Official and Life Safety Plans Examiner. She has 16 years of extensive experience performing life-safety, architectural, mechanical, plumbing, electrical, and minimal structural reviews in residential, multi-family and commercial projects, including OSHPD-3 licensed facilities. Denise specializes in working with applicants, designers and jurisdictions, having successfully served multiple California communities. Denise approaches plan review with her unique knowledge balancing the delivery of timely and accurate reviews while remaining responsive and approachable. Denise is extremely skilled in all disciplines required to successfully bring projects to approval.

PROFESSIONAL HISTORY

Life Safety Plans Examiner | BPR Consulting Group | 2022 - Present

Denise provides comprehensive plan review and inspection services for California client agencies. She performs detailed reviews of residential and non-residential plans for compliance with California Building, CalGreen, Plumbing, Mechanical, Electrical Codes, Energy Standards, state and local building codes, policies, amendments, and ordinances. Denise supervises life safety plans examiners and the permit intake team. She also provides training to new plans examiners.

Building Official & Supervising Life Safety Plans Examiner | Consulting Firm | 2014-2022

Denise performed comprehensive plan review and inspection services for client agencies. Reviewed residential and non-residential plans for compliance with California Building, CalGreen, Plumbing, Mechanical, Electrical Codes, Energy Standards, state and local building codes, policies, amendments, and ordinances. Supervised life safety plans examiners and permit intake team. Provided training to new plan reviewers.

Building Permit Technician II | City of Rancho Cordova | 2010 – 2014

Denise interpreted and explained policies and regulations accurately and tactfully to the public assisting with the completion of building permit applications. She performed preliminary plan review for completeness and accuracy and to determine appropriate fees.

Customer Service Specialist | City of Rancho Cordova | 2007 - 2010

Denise provided customer and administrative support to the Building & Safety Division as well as other departments throughout City Hall.

Administrative Secretary | City of Rancho Cordova | 2006 - 2007

Provided administrative support to the City Manager's office, his Executive Assistant and the City Council.

BPR CONSULTING GROUP

EDUCATION

- Consumnes River College, Building Inspection Technology

PROFESSIONAL LICENSES & CERTIFICATIONS

International Code Council - 8096275

- ICC Certified Building Official
- ICC CA Building Plans Examiner
- ICC Certified CALGreen Inspector
- ICC Certified Permit Technician
- ICC Permit Specialist

Governor's Office of Emergency Services - CalOES

- Safety Assessment Program (SAP) Evaluator Training Certificate

ANDREW BURKE, CASp, ICC

CERTIFIED ACCESS SPECIALIST / PLANS EXAMINER

Andrew is a Certified Access Specialist and ICC Certified Plans Examiner with 14 years of industry experience in plan review, inspection, administration and estimating. Andrew has extensive plan check experience in multi-story mixed use projects and provides in-depth review of accessibility issues to ensure compliance with all California building codes. His CASp certification provides him the ability to ensure all aspects of accessibility have been achieved. His formal training in ICC codes, as well as on-the-job experience, helps him to provide thorough and accurate commercial and residential plan reviews and inspections. Andrew is an excellent asset to any building department both in the office and out in the field.

PROFESSIONAL HISTORY

Plans Examiner / Certified Access Specialist (CASp) | BPR Consulting Group | 2021 – Present

Provides life safety and accessibility plan review for residential and commercial projects including residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Plans Examiner / Certified Access Specialist (CASp) | Consulting Firm | 2013 – 2021

Provided life safety and accessibility plan reviews for residential and commercial projects including residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Building Department Intern | Town of Los Gatos | 2012

Andrew worked as an intern in various areas of a building department. Performed field inspections and worked behind the counter as a permit technician.

EDUCATION

- Associates in Building Inspection Technology, Butte Community College
- Associates in Mathematics, Butte Community College

CERTIFICATIONS

- Certified Access Specialist – CASp-710

International Code Council, 8250398

- ICC Building Inspector
- ICC Building Plans Examiner
- ICC Permit Technician
- ICC Commercial Building Inspector
- ICC Residential Plans Examiner
- ICC Residential Combination Inspector
- ICC Residential Plumbing Inspector
- ICC Residential Electrical Inspector
- ICC Mechanical Inspector
- ICC Residential Building Inspector

JINGPEI ZHANG, EE

ELECTRICAL ENGINEER

Jingpei is a licensed electrical engineer in California and has 30 years of experience. He holds a master's degree in Electrical and Electronic Engineering. His extensive experience in designing a variety of facilities and systems lends to his ability to provide excellent plan review services. His experience includes the design of electrical distribution systems for healthcare centers, data centers, commercial and industrial building and educational facilities.

PROFESSIONAL HISTORY

Plans Examiner | BPR Consulting Group | 2023 – Present

Jingpei provides plan review services for BPR's California clients to included residential and commercial projects. Project types include residential master plans, custom residential projects, commercial tenant improvement and remodel projects.

Plans Examiner | Consulting Firm | 2011 – 2023

Jingpei provided plan review services for public agencies throughout California.

Plans Examiner | Consulting Firm | 2009 – 2017

Jingpei designed health care facilities, commercial and industry buildings, and schools. Representative Projects included:

Senior Electrical Engineer/Project Integration Engineer | Worley Parsons | Folsom/Sacramento, CA | 2007 – 2009

In this position, Jingpei designed and reviewed plans for power plants, including the Ivanpah Solar thermal power plant in Mojave Desert, Ca.; the Geothermal power plant grid transmission upgrade and retrofit in Imperial County; and the PG&E Gas-fired power plant planning phase, Colusa, Ca.

Senior Electrical Engineer | Mazzetti & Associates Inc. | Sacramento, CA | 2000 – 2007

Jingpei designed many health care facilities, commercial and industry buildings, including:

Assistant Electrical Engineer | Carlson Corporation | San Francisco, CA | 1997 – 2000

Jingpei designed and built data centers, including:

Electrical Designer/Draftsman | Peters Engineering | Sacramento, CA | 1996 – 1997

Jingpei designed commercial/industry, residential and schools. AutoCAD drafting and design. Also, Jingpei designed power lighting fire alarm systems for various commercial, industrial, schools and office buildings.

EDUCATION

- MS, Electrical Engineering, California State University, Sacramento CA
- BS, Electrical Engineering, South China University of Technology, China

PROFESSIONAL LICENSE & CERTIFICATIONS

- CA Professional Engineer, E16243
- NCCER Plumbing Level IV Certification
- NCCER Plumbing Level IV Certification
- NCCER Building Maintenance Level III Certification
- NCCER Carpentry Level IV Certification
- NCCER Solar Photovoltaic Level I Certification
- NCCER Wind Power Level I Certification
- NCCER Green Technology Level I Certification
- NCCER Weatherization Technician Level I Certification

HONORS

- Professional Engineer Achievement Award; Carlson Corporation, July 2000
- Student of the Year Award; South China University of Technology, China, 1987

THOMAS TRIMBERGER, ME, CBO, ICC

MECHANICAL ENGINEER

Thomas has 43 years of experience working as an engineer and within building departments, both successfully providing and supervising virtually all building department functions. Thomas is a CA Registered Mechanical Engineer, ICC Certified Building Official, Plans Examiner and Building Inspector. His extensive experience and knowledge enable him to provide excellent services to our clients. Thomas is skilled at developing relationships with developers, designers, and the community to ensure plan reviews, inspections and development review functions are performed in an effective and efficient manner. He continuously assists clients by providing guidance and education on the construction and inspection process. Always helpful, personable, professional and successful in delivering a high level of customer service.

PROFESSIONAL HISTORY

Senior Mechanical Engineer/Building Official | BPR Consulting Group | 2023 - Present

Thomas provides plans examination and building official services to municipal clients throughout California.

Building Official/Mechanical Engineer/Plans Examiner | Consulting Firm | 2017 – 2023

Thomas has served as the Chief Building Official for the City of Modesto for and the City of Woodland. He is responsible for both Building Safety and Code Enforcement. Additionally, Thomas works for the City of Vallejo coordinating and performing plan review. Thomas also provides comprehensive building and safety services to a variety of clients throughout the Northern California region.

Chief Building Official/Senior Mechanical Engineer/Plans Examiner | Consulting Firm | 2016 - 2017

Mechanical Engineer | California Energy Commission | 2015-2016

Senior Mechanical Engineer | Consulting Firm | 2010 – 2015

Special Project Manager | City of Rancho Cordova | 2001 - 2010

Chief Building Official | County of Sacramento/City of Rancho Cordova | 2003 – 2009

Senior Mechanical Engineer | County of Sacramento | 1999 – 2005

Associate Engineer | County of Sacramento | 1987 – 1999

HVAC Design Engineer | Airway Heating and Air | 1985 – 1987

Design Engineer | Comeau Engineering | 1983 - 1985

BPR CONSULTING GROUP

EDUCATION

- Bachelors of Science, Mechanical Engineering
- California State University, Sacramento
- Certificate in Total Quality Management
- Lost Rios Community College

PROFESSIONAL LICENSE & CERTIFICATIONS

- LEED Accredited Professional
- Build It Green Certified Green Building Professional
- Build It Green Greenpoint Rater
  CA Registered Mechanical Engineer | M026359 *Registered ME in 14 States
- CABEC Residential & Non-Residential Certified Energy Plans Examiner

International Code Council - 866408

- ICC Certified Building Official
- ICC Certified Mechanical Code Official
- ICC Certified Plumbing Code Official
- ICC Building Plans Examiner
- ICC Mechanical Plans Examiner
- ICC Plumbing Plans Examiner
- ICC Mechanical Inspector
- ICC Plumbing Inspector

PROFESSIONAL AFFILIATIONS

- Sacramento Valley Association of Building Officials (SVABO)
- California Building Standards Commission (CBSC)
- California Association of Building Officials (CALBO)

MARK COCO, ICC

BUILDING INSPECTOR

Mark is an ICC Certified Building Inspector with 7 years of experience and a strong background in residential and commercial construction. He performs inspections across a variety of systems including roofing, electrical, mechanical, and plumbing, ensuring compliance with building codes and safety standards. With hands-on experience in home remodeling and special inspections, Mark is well-versed in construction practices such as framing, drywall, tile, hardware installation, and finish work. He also brings experience in strategic planning, reporting, and team collaboration to support efficient inspection processes.

EDUCATION

- Bachelor of Science in Strategic Communications, Liberty University

PROFESSIONAL LICENSES & CERTIFICATIONS

International Code Council, 10546153

- ICC California Commercial Building Inspector
- ICC California Commercial Plumbing Inspector

PROFESSIONAL HISTORY

Building Inspector | BPR Consulting Group | 2025- Present

Mark provides building inspection services for various Southern California municipalities. He provides inspections for code compliance and compliance with the approved construction documents for residential projects.

Inspector Trainee | City of La Habra | 2025

Mark shadowed both a City Building Inspector and a Senior City Building Inspector to gain hands-on experience and learn industry best practices. He conducted 10 to 24 residential inspections per day, focusing on roofing, electrical, mechanical, and plumbing systems. Mark assisted in the reporting, planning, and organization of inspections to improve operational efficiency and collaborated with team members to ensure full compliance with local building codes and regulations.

Owner | Coco Special Inspections | 2025

Mark conducted special inspections on commercial development projects, focusing on elements such as shear walls, epoxy installations, hardware, and floor and roof sheathing. He ensured that these components were installed according to plans and applicable codes, and collaborated with site personnel to document and communicate findings as needed to support quality assurance and compliance efforts.

Director of Marketing | Maximus Law | 2024 - 2025

Mark led strategic marketing initiatives and managed a diverse team to support overall business growth. He focused on optimizing budgets to improve campaign performance and maximize impact. By leveraging a blend of paid and organic search strategies, along with social media campaigns, he successfully increased brand engagement and strengthened the company's digital presence. His leadership fostered collaboration and delivered meaningful results across multiple marketing channels.

Laborer | Coco Construction | 2018 - 2024

Mark worked in residential home remodels, contributing to a variety of projects including bathroom, kitchen, and bedroom renovations. He performed a wide range of construction tasks, including wood framing, drywall installation, tile setting, grouting, concrete work, roofing, and finish work such as painting, plumbing, demolition, and site clean-up. He also handled installations of windows, doors, light fixtures, and ductwork, consistently ensuring quality craftsmanship and attention to detail throughout each phase of the remodeling process.

SAMANTHA BARKER

COMMUNITY DEVELOPMENT PERMIT TECHNICIAN

Samantha is an ICC Certified Permit Technician with experience providing Permit Technician services in support for municipal building departments. Samantha's experience includes updating databases, data input, permit tracking system management, and report generation. In addition to her technical abilities, Samantha utilizes her excellent customer service skills to assist department customers, applicants, and City staff. Samantha is efficient, detail oriented and possesses the ability to multi-task.

EDUCATION

- DeAnza College, 2017, AA in Liberal Arts

PROFESSIONAL LICENSES AND CERTIFICATIONS

- ICC Certified Permit Technician, 10138242

PROFESSIONAL HISTORY

Permit Technician | BPR Consulting Group | 2021 – Present

Primary responsibilities include providing permit technician services to California municipal clients and customer assistance for building department services. Processes documents and reports and directs them to the appropriate department/person. Samantha facilitates a positive productive working environment and maintains clear communication with permit applicants and coworkers.

Customer Service Associate | Michael's | 2015 - 2020

As a Customer Service Associate, Samantha's responsibilities consisted of providing outstanding customer service which included handling transactions, providing knowledge of products and supplies, knowledge of the construction of projects, instructing customers on the appropriate application of products, teaching in-house classes for customers and maintaining front end cleanliness and organization.

Customer Service Associate | L'Occitane | 2013 – 2014

Samantha's primary duties included assisting customers, managing transactions, and providing outstanding customer services. She was also responsible for opening and closing out registers, bank drops, maintaining storefront organization, receiving and processing shipments, report of damaged items and inventory maintenance.

Customer Service Associate | Northern California Renaissance Faire | 2010 – Present (Seasonal)

Samantha's primary responsibilities included providing customer relations and inventory management to maintain product organization. She was responsible for sales activities as well as the merchandise displays. Samantha facilitated a positive productive working environment and maintained clear communication with staff and customers.

LICENSES AND CERTIFICATIONS (KEY PERSONNEL)



KEY PERSONNEL LICENSES AND CERTIFICATIONS

Name	Current Licenses and Certifications	License/Cert. Number(s)	Expiration Date
Ron Beehler, SE, CBO, ICC *Principal-in-Charge*	CA Registered Professional Civil Engineer CA Registered Professional Structural Engineer NV Registered Professional Civil Engineer NV Registered Professional Structural Engineer CABO Certified Building Official ICC Certified Building Official ICC Building Code Specialist ICC Building Plans Examiner ICC Building Inspector	39404 3632 019992 019992 1492 801789 801789 801789 801789	12/31/2027 12/31/2027 12/31/2026 12/31/2026 --- 05/11/2027 05/11/2027 05/11/2027 05/11/2027
Bill Rodgers, SE *Principal* *Plan Review Manager*	CA Registered Professional Structural Engineer CA Registered Professional Civil Engineer NV Registered Professional Civil Engineer NV Registered Professional Structural Engineer ICC Residential Plans Examiner	4198 50673 18427 18427 10085086	09/30/2027 09/30/2027 12/31/2027 12/31/2027 08/31/2028
Roger Peterson, SE *Principal* *Project Manager*	CA Registered Professional Civil Engineer CA Registered Professional Structural Engineer ID Registered Professional Civil Engineer ID Registered Professional Structural Engineer Cal OES Safety Assessment Program (SAP)	46096 3846 P-8225 P-8225	12/31/2026 12/31/2026 06/30/2026 06/30/2026
Mark Berg, ICC, MCP, CBO *Plans Examiner* *Building Official*	ICC Accessibility Inspector/Plans Examiner ICC Certified Building Code Official ICC Building Code Specialist ICC Building Inspector ICC Building Plans Examiner ICC Certified Building Official ICC Certified Fire Code Official ICC Certified Fire Marshal ICC Combo Dwelling Inspector - Uniform Codes ICC Combination Inspector - Legacy ICC Electrical Inspector ICC Fire Code Specialist ICC Fire Inspector I ICC Fire Inspector II ICC Fire Plans Examiner ICC Master Code Professional ICC Mechanical Inspector UMC ICC Permit Specialist ICC Permit Technician ICC Plumbing Inspector UPC ICC Residential Combination Inspector ICC Residential Energy Inspector/Plans Examiner ICC Residential Plans Examiner Cal OES Safety Assessment Program (SAP)	859362 859362	12/11/2028 04/08/2027

Charles Nganga, SE *Structural Engineer*	CA Registered Professional Civil Engineer CA Registered Structural Engineer ICC Residential Plans Examiner Cal OES Safety Assessment Program (SAP)	85710 6913 8325618	09/30/2026 09/30/2026 01/07/2028
Denise Reese, CBO, ICC *Plans Examiner*	ICC CALGreen Inspector ICC California Building Plans Examiner ICC Permit Technician ICC Certified Building Official ICC Permit Specialist Cal OES Safety Assessment Program (SAP)	8096275 8096275 8096275 8096275 8096275	04/23/2028 04/23/2028 04/23/2028 04/23/2028 04/23/2028
Andrew Burke, CASp, ICC *Certified Access Specialist* *Plans Examiner*	Certified Access Specialist ICC Permit Technician ICC Commercial Building Inspector ICC Residential Plumbing Inspector ICC Residential Electrical Inspector ICC Residential Mechanical Inspector ICC Building Plans Examiner ICC Residential Plans Examiner ICC Residential Building Inspector ICC Residential Combination Inspector ICC Building Inspector	CASp-710 8250398 8250398 8250398 8250398 8250398 8250398 8250398 8250398 8250398 8250398	08/12/2028 09/17/2028 09/17/2028 09/17/2028 09/17/2028 09/17/2028 09/17/2028 09/17/2028 09/17/2028 09/17/2028 09/17/2028
Jingpei Zhang, EE *Electrical Engineer*	CA Registered Professional Electrical Engineer NCCER HVAC Level IV Certification NCCER Plumbing Level IV Certification NCCER Building Maintenance Level III Cert. NCCER Carpentry Level IV Certification NCCER Solar Photovoltaic Level I Certification NCCER Wind Power Level I Certification NCCER Green Technology Level I Certification NCCER Weatherization Technician Level I Cert.	16243 --- --- --- --- --- --- ---	12/31/2026 n/a n/a n/a n/a n/a n/a n/a n/a
Thomas Trimberger, ME, ICC, CBO *Mechanical Engineer*	CA Registered Mechanical Engineer ICC Mechanical Inspector UMC ICC Building Plans Examiner ICC Plumbing Plans Examiner ICC Plumbing Inspector UPC ICC Mechanical Plans Examiner ICC Plumbing Inspector ICC Mechanical Inspector ICC Mechanical Code Official ICC Certified Building Official ICC Plumbing Code Official ICC Plumbing Code Specialist ICC Mechanical Code Specialist Cal OES Safety Assessment Program (SAP)	26359 866408 866408 866408 866408 866408 866408 866408 866408 866408 866408 866408 866408	06/30/2028 05/16/2028 05/16/2028 05/16/2028 05/16/2028 05/16/2028 05/16/2028 05/16/2028 05/16/2028 12/20/2028 05/16/2028 05/16/2028 05/16/2028
Mark Coco, ICC *Building Inspector*	ICC California Commercial Mechanical Inspector ICC California Commercial Building Inspector ICC California Commercial Plumbing Inspector ICC California Residential Plumbing Inspector ICC California Residential Mechanical Inspector	10546153 10546153 10546153 10546153 10546153	09/17/2028 03/03/2028 07/01/2028 08/21/2028 09/23/2028

Samantha Barker, ICC *Permit Technician*	ICC Permit Technician	10138242	12/18/2027
Martha Diaz, PE *Plan Review Engineer*	CA Registered Professional Civil Engineer ICC Residential Plans Examiner	81154 8723293	09/30/2027 05/05/2027
Homayoun Hamedani, PE *Plan Review Engineer*	CA Registered Professional Civil Engineer	71050	06/30/2027
Robert Badmagharian, EIT, ICC *Structural Plans Examiner*	California EIT Certification ICC Building Plans Examiner ICC Accessibility Inspector/Plans Examiner ICC Residential Mechanical Inspector ICC Residential Building Inspector ICC Permit Technician ICC / AACE Code Enforcement Officer ICC Zoning Inspector ICC Residential Plumbing Inspector ICC Residential Energy Inspector / Plans Examiner ICC CALGreen Plans Examiner ICC Residential Plans Examiner ICC Property Maintenance and Housing Inspector ICC Certified Building Official ICC Housing and Zoning Code Specialist ICC Permit Specialist ICC Certified Fire Marshal ICC / AACE Code Enforcement Administrator	--- 8292891 8292891 8292891 8292891 8292891 8292891 8292891 8292891 8292891 8292891 8292891 8292891 8292891 8292891 8292891 8292891 8292891	Passed 07/03/2028 07/03/2028 07/03/2028 07/03/2028 07/03/2028 07/03/2028 07/03/2028 07/03/2028 07/03/2028 07/03/2028 07/03/2028 07/03/2028 02/20/2030 02/20/2030 02/20/2030 02/20/2030 01/06/2028
Maxwell Weninger, EIT, ICC *Engineering Plans Examiner*	ICC Electrical Plans Examiner California EIT Certification	10142701 -----	02/05/2027 Passed
Kevin Brenton, ICC, CASp *Plans Examiner* *Building Inspector*	ICC Commercial Plumbing Inspector ICC Residential Plumbing Inspector ICC Commercial Building Inspector ICC Residential Building Inspector ICC Commercial Electrical Inspector ICC Residential Electrical Inspector ICC Commercial Mechanical Inspector ICC Building Inspector ICC Electrical Inspector ICC Plumbing Inspector ICC Commercial Combination Inspector ICC Building Plans Examiner ICC Certified Building Official ICC Building Code Specialist Certified Access Specialist (CASp) Licensed General Contractor Journeyman Electrician, 2002	8259529 8259529 8259529 8259529 8259529 8259529 8259529 8259529 8259529 8259529 8259529 8259529 8259529 8259529 CASp-964 B-88891	04/11/2028 04/11/2028 04/11/2028 04/11/2028 04/11/2028 04/11/2028 04/11/2028 04/11/2028 04/11/2028 04/11/2028 04/11/2028 04/11/2028 04/11/2028 04/11/2028 08/04/2027
Gabriela Scott, ICC *Plans Examiner*	ICC California Building Plans Examiner ICC Building Inspector ICC Building Plans Examiner ICC California Commercial Building Inspector	1132495 1132495 1132495 1132495	09/01/2026 09/01/2026 09/01/2026 09/01/2026

	ICC California Residential Building Inspector ICC Accessibility Inspector/Plans Examiner Cal OES Safety Assessment Program (SAP)	1132495 1132495	09/01/2026 10/17/2028
Markos Seven, ICC *Engineering Plans Examiner*	ICC Electrical Plans Examiner ICC Mechanical Plans Examiner ICC Plumbing Plans Examiner	10275760 10275760 10275760	10/20/2026 03/22/2027 11/02/2027
Todd Morris, ICC *Building Inspector Plans Examiner*	ICC Building Plans Examiner ICC Building Inspector ICC California Building Plans Examiner ICC Certified Building Official ICC California Commercial Building Inspector ICC CALGreen Inspector ICC Certified Building Code Official ICC CALGreen Plans Examiner ICC California Residential Building Inspector ICC Electrical Plans Examiner ICC Building Code Specialist ICC CALGreen Inspector/Plans Examiner	883990 883990 883990 883990 883990 883990 883990 883990 883990 883990 883990 883990	06/30/2028 06/30/2028 06/30/2028 06/30/2028 06/30/2028 06/30/2028 06/30/2028 06/30/2028 06/30/2028 06/30/2028 06/30/2028 06/30/2028
Ben Jackson, ICC *Building Inspector Plans Examiner*	ICC Residential Electrical Inspector ICC Commercial Electrical Inspector ICC Electrical Inspector ICC Residential Building Inspector ICC Residential Plumbing Inspector ICC Residential Mechanical Inspector ICC Residential Combination Inspector ICC Residential Plans Examiner ICC Commercial Building Inspector ICC Building Inspector ICC Commercial Plumbing Inspector ICC Plumbing Inspector ICC Commercial Mechanical Inspector ICC Mechanical Inspector ICC Combination Inspector ICC Commercial Combination Inspector	10547952 10547952 10547952 10547952 10547952 10547952 10547952 10547952 10547952 10547952 10547952 10547952 10547952 10547952 10547952 10547952	03/03/2028 04/04/2028 04/05/2028 05/11/2028 05/23/2028 06/09/2028 06/10/2028 06/20/2028 08/20/2028 08/21/2028 10/26/2028 10/27/2028 11/07/2028 11/08/2028 11/08/2028 11/08/2028
Luis Gonzalez, ICC *Building Inspector*	ICC Residential Building Inspector ICC Residential Plumbing Inspector ICC Residential Mechanical Inspector	10346788 10346788 10346788	11/13/2026 01/16/2029 02/13/2029
Francis (Frank) Mendoza, ICC *Building Inspector*	ICC Commercial Building Inspector ICC Residential Building Inspector ICC Building Inspector ICC California Commercial Building Inspector ICC California Residential Building Inspector	8455639 8455639 8455639 8455639 8455639	05/05/2027 05/05/2027 05/05/2027 05/05/2027 05/05/2027

FIRM FINANCIAL INFORMATION



CHASE

March 10th, 2026

RE: **BPR CONSULTING LLC**
ACCT # 735897339

To Whom It May Concern:

BPR CONSULTING LLC has a business account with Chase and is in good standing. Please let me know if you have any questions.

Best regards,

Andrew Warner
Business Relationship Manager
(916) 717-1448
andrew.warner@chase.com

Balance Sheet

BPR Consulting Group

As of December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	**$5,053,907.22**
Fixed Assets	**$0.00**
Other Assets	**$6,102.00**
Total for Assets	**$5,060,009.22**
Liabilities and Equity	
Liabilities	
Current Liabilities	**$936,117.43**
Total for Liabilities	**$936,117.43**
Equity	**$4,123,891.79**
Total for Liabilities and Equity	**$5,060,009.22**

CONFIDENTIAL

Profit and Loss

BPR Consulting Group

January-December, 2025

CONFIDENTIAL

DISTRIBUTION ACCOUNT	2025	TOTAL
Income	**13,136,207.70**	**$13,136,207.70**
Cost of Goods Sold	**4,979,619.48**	**$4,979,619.48**
Gross Profit	**8,156,588.22**	**$8,156,588.22**
Expenses	**4,482,328.28**	**$4,482,328.28**
Net Operating Income	**3,674,259.94**	**$3,674,259.94**
Other Income	**21,394.52**	**$21,394.52**
Other Expenses	**1,296.63**	**$1,296.63**
Net Other Income	**20,097.89**	**$20,097.89**
Net Income	**3,694,357.83**	**$3,694,357.83**

EXHIBITS



RESPONDENT SIGNATURE / COVER PAGE

Exhibit B

RFP No. 26-001-6110 **Title: As-Needed Plan Check, Community Development Technician, Building Inspection, and Building Official Services**

1. **RESPONDENT**

Firm Name: BPR Consulting Group

Contact Name: Ron Beehler, SE, CBO

Principal Address: PO Box 2404, Granite Bay, CA 95746

Local Address: 2930 Inland Empire Blvd., Suite 116, Ontario, CA 91764

Phone: 916.204.3078 Fax: 916.562.3600

Email: rbeehler@bpr-grp.com

Structure: [ ] Sole Proprietor [ ] Partnership [●] Corporation [ ] Joint Venture

Tax ID No: 87-1149836 California Contractor License No: n/a

Department of Industrial Relations (DIR) Registration No. PW-LR-1000818519

Registration Date: 10/22/2025 Expiration Date: 6/30/2026

2. Proposed working relationship between Respondent and subcontractor (if applicable):
n/a

3. Prices:
A. Prices shall be F.O.B. Destination or for the service rendered.
B. Payment Terms: Net 45
C. Proposers shall honor proposal prices for one hundred twenty (120) days or for the stated contract period whichever is longer.

4. All forms, certificates, and compliance requirements included in this RFQA are completed and duly submitted in the proposal response.

THIS PROPOSAL IS BEING SUBMITTED BY:

The undersigned offers and agrees to furnish the goods or services at the price(s) entered herein subject to the terms and conditions attached hereto. I CERTIFY that (1) the proposal document has been read and understood and that all of the conditions contained therein are acceptable, (2) I have thoroughly examined and become familiar with the specifications and/or scope of services outlined in this solicitation and further, to the best of my knowledge the information contained in this bid proposal is accurate and complete and that (3) I have the legal authority to commit this firm to a contractual agreement, (4) I acknowledge that all documents submitted pursuant to this RFQA will become a matter of public record.

Printed Name: Ron Beehler Title: Principal

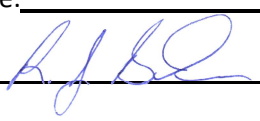
Signature:  Date: 3/26/3036

EXHIBIT C

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

BPR Consulting Group

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . **S**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

PO Box 2404

6 City, state, and ZIP code

Granite Bay, CA 95746

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

8	7	–	1	1	4	9	8	3	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 1/13/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CITY OF PALMDALE

AFFIDAVIT OF NON-COLLUSION and NON-DISCRIMINATION

Exhibit D

I hereby swear (or affirm) under the penalty of perjury:

A. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

C. No attempt has been made or will be made by the bidder/proposer to induce any other person, partnership, or corporation to submit or not submit a proposal for the purpose of restricting competition.

D. The Bidder/Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, sexual orientation, gender identity, national origin, or disability, and that it complies with all applicable Federal, State and local laws and executive orders regarding employment.

In connection with the performance of work under this contract, the Bidder or Proposer agrees as follows:

1. The Bidder or Proposer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity, national origin, or ancestry. The Bidder or Proposer shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, national origin, sex, sexual orientation, gender identity, or ancestry.

2. In the event of the Bidder's or Proposer's non-compliance with this non-discrimination clause, the Bidder or Proposer may be canceled or terminated. The Bidder or Proposer may be declared ineligible for further contracts with the City of Palmdale until satisfactory proof of intent to comply shall be made by the Bidder or Proposer.

3. The contract agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

I have read the above stated clauses and agree to abide by its requirements.

Authorized Signature: _____ Printed Name/Title: Ron Beehler, SE, CBO; Principal

Company Name: BPR Consulting Group

Doing Business As: BPR Consulting Group

CERTIFICATION OF INSURABILITY

Exhibit E

I hereby swear (or affirm) under the penalty of perjury:

As an authorized representative of the proposing company, should our Company be determined to be the Successful Proposer, our Company will promptly provide such proof of insurance to the City within five (5) business days in reply to the CITY's *Notice of Intent to Award*. The CITY will remind the Apparent Successful Proposer in the *Notice of Intent to Award* letter. Proof of insurance requirements may be submitted electronically to the email address below with the RFP Number and Title referenced in the Subject field:

To: Purchasing@cityofpalmdale.org

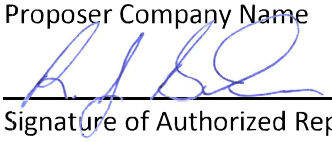
Contracts will not be executed until formal proof of all required insurance(s) pursuant to **Attachment B** – *Sample Contract for Services* for **RFP No. 26-001-6110** **Title: As-Needed Plan Check, Community** have been received and approved by the CITY. It is agreed that the Apparent Successful Proposer shall maintain in force at all times during the performance of the engagement all policy or policies of insurance.

If the CITY requires corrections (i.e., limits, endorsements) the Successful Proposer has five (5) days from such request to complete all corrections. Failure to meet these deadlines will allow the CITY the right to reject the Proposer's proposal as non-responsive and proceed to the next finalist.

I hereby assure City of Palmdale that the company has or is able to procure the insurance coverage(s) required should the Company be awarded the Contract and shall maintain all the insurance requirements by the submission of this offer.

BPR Consulting Group

Proposer Company Name



Signature of Authorized Representative signing on behalf on Proposer

Ron Beehler, SE, CBO | Principal

Print Name of Authorized Representative of Proposer Company

3/26/2026

Date

BIDDER DISCLOSURE STATEMENTS

Exhibit F

The Bidder must provide a declarative (yes/no) answer regarding the following questions. If any answer is affirmative, the Bidder must provide full details about the matter. While not an automatic cause for disqualification, an affirmative answer may result in an evaluation of the Bidder's responsibility. A decision will then be made based on the seriousness of the matter, the matter's possible impact on the performance of the contract, and the best interests of the City of Palmdale.

Within the past five (5) years:

ITEM	DISCLOSURE STATEMENT	YES	NO
A.	Has the Bidder and/or subject company had a contract terminated for default or cause?	○	◉
B.	Has the Bidder and/or subject company been assessed any penalties, including liquidated damages, under any of its existing or past contracts with any organization or governmental entity?	○	◉
C.	Has the Bidder and/or subject company been the subject of any governmental action limiting the right of the Bidder and/or subject company to do business with that entity or any other governmental entity?	○	◉
D.	Has trading in the stock of the subject company ever been suspended? Give date and explanation.	○	◉
E.	Has the Bidder and/or subject company previously operated as a like-kind business under any other business name and/or taxpayer identification number?	○	◉
F.	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the subject company, filed bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding?	○	◉

By the signature affixed to **Exhibit B** – *Offer Signature / Cover Page* of this Solicitation, Respondent hereby certifies that the above information is true and accurate.

This completed form must be returned as part of the bid response. Failure to complete this page may deem your bid not responsive.

CLIENT REFERENCES

Exhibit G

The following is a list of four (4) references that most closely reflect similar projects to the scope of services/work of the City of Palmdale within the past three (3) years. References will be asked to complete a questionnaire and asked to return it to the Purchasing Division directly by a designated date and time. It is the Respondent's responsibility to ensure that Reference Contacts are willing to provide a reference. To expedite the evaluation process the City requests accurate email and/or fax number information be provided.

Reference #1

Name of Organization: City of Gardena

Address: 1700 West 162nd Street, Gardena, CA 90247

Email Address: GTsujiuchi@cityofgardena.org Fax:

Telephone: 310.217.9526 Contact Name: Greg Tsujiuchi

Contact Title: Comm. Development Director Service Dates: Since 2022

Project Manager: Bill Rodgers, SE Bid No. (if applicable) n/a

Summary of Project: Building Official, in-house and out-sourced plan review, building inspection and permit technician services.

Project Cost: per agreement

Reference #2

Name of Organization: City of El Monte

Address: 11333 Valley Blvd, El Monte, CA 91731

Email Address: mpetarra@elmonteca.gov Fax:

Telephone: 626.580.2013 Contact Name: Mike Petarra, CBO

Contact Title: Chief Building Official Service Dates: Since May 2025

Project Manager: Bill Rodgers, SE Bid No. (if applicable) n/a

Summary of Project: Full building department services including in-house plan review, building inspection, building official and permit technician services.

Project Cost: per agreement

Reference #3

Name of Organization: City of Ontario

Address: 303 East B Street, Ontario, CA 91764

Email Address: JCaro@ontarioca.gov Fax:

Telephone: 909.395.2172 Contact Name: James Caro

Contact Title: Building Official Service Dates: Since 2022

Project Manager: Bill Rodgers, SE Bid No. (if applicable) n/a

Summary of Project: In-house and out-sourced plan review services, building inspection services, and permit technician services

Project Cost: per agreement

Reference #4

Name of Organization: City of Claremont

Address: 207 Harvard Avenue, Claremont, CA 91711

Email Address: JCaro@claremontca.gov Fax:

Telephone: 909.399.5477 Contact Name: Joe Caro

Contact Title: Building Official Service Dates: Since 2/2025

Project Manager: Bill Rodgers, SE Bid No. (if applicable) n/a

Summary of Project: Plan review, building inspection, code enforcement, and permit technician services.

Project Cost: per agreement

DEVIATIONS and/or EXCEPTIONS FORM

Exhibit H

[ ] Specifications and/or Requirements

[ ] Contract for Services Provisions (No exceptions and/or deviations to insurance requirements allowed)

All deviations and/or exceptions to the requirements of this solicitation must be noted below. The City will consider any deviations and/or exceptions indicated in its award decisions. The City reserves the right to accept or reject any and all responses based on any deviation and/or exception indicated on this form. Respondents are cautioned that by taking any exception they may be materially deviating from the RFP. **Please do not attach a company letterhead in lieu of any entry on the section below.** In the absence of any entry on the section below, the bidder assures the City of their full compliance with the specification and conditions as listed in this solicitation. The page number, paragraph, and item number should be referenced when deviating from the specification and must be included.

The City reserves the right to reject any or all cost proposals as a result of this RFP and to waive any informality or irregularity in any bid proposal received and to be the sole judge of the merits of the respective cost proposals received, and to accept or further negotiate cost, terms, or conditions of any cost proposal determined by the City to be in the best interest of the City even though not the lowest cost proposal. **This form may be duplicated if additional pages are needed.**

Reference No.	**Description**
None	

BPR Consulting Group

Company Name

Ron Beehler, SE, CBO | Principal

Printed Name and Title

Authorized Signature

IRAN CONTRACTING ACT VERIFICATION

Exhibit I

(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of $1,000,000 or more, a Supplier must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; orb) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

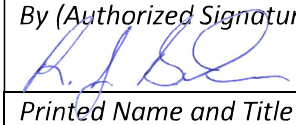
To comply with this requirement, check the correct option below and insert your supplier or financial institution name and Federal ID Number. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

◯ **OPTION #1 - THIS PROJECT IS LESS THAN $1,000,000.**

By (Authorized Signature)	*Date Executed*
Printed Name and Title of Person Signing	

◉ **OPTION #2 – CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the suppler/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Supplier Name/Financial Institution	*Federal ID Number (or n/a)*
BPR Consulting Group	87-1149836
By (Authorized Signature) 	*Date Executed:* 3/26/2026
Printed Name and Title of Person Signing: Ron Beehler, SE, CBO | Principal	

(Continued on Next Page)

OPTION #3 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

Supplier Name/Financial Institution	*Federal ID Number (or n/a)*
By (Authorized Signature)	*Date Executed*
Printed Name and Title of Person Signing	

COST PROPOSAL
EXHIBIT J

March 26, 2026

City of Palmdale
Purchasing Division
38300 Sierra Highway
Palmdale, CA 93550

RE: Cost Proposal | RFP NO. 26-001-6110 As-Needed Plan Check, Community Development Technician, Building Inspection, and Building Official Services

Attached you will find BPR Consulting Group's Cost Proposal as requested in the City's RFP for **As-Needed Plan Check, Community Development Technician, Building Inspection, and Building Official Services**. Our technical proposal to provide these services in response to the RFP has been submitted in a separately via PlanetBids as requested.

Please feel free to contact me directly if you have any questions or would like any additional information.

Sincerely,

BPR CONSULTING GROUP

Ron Beehler, SE, CBO
Principal / Director of Client Services
916.204.3178
rbeehler@bpr-grp.com

RATES FOR SERVICES

Fixed fee plan review services include an initial review and up to two (2) backcheck reviews.

FIXED FEE PLAN REVIEW SERVICES	
Building Valuation from $0 to $100,000	65% Plan Review Fees Collected by the City
Building Valuation from $100,001 to $300,000	60% Plan Review Fees Collected by the City
Building Valuation from $300,001 to $1,000,000	55% Plan Review Fees Collected by the City
Building Valuation from $1,000,001 to $10,000,000	50% Plan Review Fees Collected by the City
Building Valuation greater than $10,000,000	45% Plan Review Fees Collected by the City
Plan Review Beyond the Third Review	As Per Hourly Rates Below
Expedited Plan Review (fixed fee or hourly)	150% of the standard fee or rate
HOURLY SERVICES	
Hourly Plan Review Services	As Per Hourly Rates Below
Revisions / Deferred Submittals	As Per Hourly Rates Below
Building Official Services	As Per Hourly Rates Below
Inspection Services	As Per Hourly Rates Below
Permit Technician / Administrative Services	As Per Hourly Rates Below
SCHEDULE OF HOURLY BILLING RATES	
Building Official	$170
Licensed Plan Review Engineer or Architect (structural, civil, electrical, mechanical, fire protection)	165
Engineering Plans Examiner	150
ICC Certified Plans Examiner	135
CASp Plans Examiner or Inspector	140
ICC Certified Inspector	95 – 125*
ICC Fire Plans Examiner	135
ICC Fire Inspector	125
Permit Technician	75
Permit Technician Trainee/ Building Department Support Staff	55

*Based on qualifications and experience

- **Shipping:** There is no charge for courier or shipping services for plan reviews conducted off site.
- **Overtime:** Inspection services and other hourly services provided within City offices in excess of eight hours per day, nights, and weekends will be charged at 140% of the billing rates indicated above.
- **Mileage Expenses**: Mileage utilized while performing inspection services will be charged at the current Internal Revenue Service (IRS) vehicle mileage rates plus 20%.
- **Minimum Daily Charge**: There will be a minimum 8-hour daily charge for all on-call plan review, inspection, permit technician and support services provided within City offices.

- **Cost Escalation:** On each anniversary of the contract start date, BPR will increase hourly rates based on the change of the non-seasonally adjusted CPI for the applicable region.
- **Hourly Rates:** All hourly rates include salaries, benefits, workers compensation insurance and miscellaneous office expenses.
- **Large or Specialty Projects:** BPR is willing to provide quotes and/or negotiate fees for services for large and/or specialty projects on a project-by-project basis.

AGREEMENT NO. A-9966
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND INTERWEST CONSULTING GROUP, INC.

This CONTRACT for services ("Contract" herein) is made and entered into by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and INTERWEST CONSULTING GROUP, INC., a CORPORATION , (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in this Contract.

NOW THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1 City Project Manager

To provide the services required by this Contract, CONTRACTOR shall act under the authority and approval of Economic and Community Development Director/designee, who shall oversee this Contract, the work performed by CONTRACTOR, assist CONTRACTOR with any necessary information, audit billings, and approve payments. The CONTRACTOR shall channel all contacts and requests through the City project manager.

2 Description Of Work

2.1 CONTRACTOR shall provide the following services in a manner satisfactory to CITY:

The selected Consultant(s) shall provide plan check services, building inspections, Building Official and community development technician services as requested by the City. Such services shall include enforcement of the City's building laws and codes and all applicable California Codes; review of construction drawings to assure compliance with City and California adopted laws and codes; interfacing with permit applicants and community development staff; and conducting inspections. Specific projects may include residential, non-residential, and commercial projects, or any other project type as assigned. Any single job may require one or subsequent reviews of submitted plans. Type of proposed plan check work may include new construction, tract housing, ADU's, remodels, additions, green building, LEED construction, disabled access compliance, flood zone construction, and public nuisance abatement.

1. Plan ReviewConsultant, upon request of the City, shall review complex as well as common place commercial/industrial and residential projects for compliance with all applicable California Building Codes as amended by the City of Palmdale, including:

•Structural, architectural, mechanical, electrical, and plumbing;
•Green, energy, and accessibility;
•Provide engineering consultation services for non-engineer City plan check staff.Plan review letter comments shall be specific, detailed, complete, and reference plan sheet and plan check numbers and code sections where applicable. Consultant shall be responsible for the following tasks:
•Issuance of written corrections using the City's Accela/DigEPlan review software;
•Provide subsequent oral and written communications with project representatives as needed to provide code interpretations and obtain plan approvals;
•Complete initial plan reviews within 14 days of receiving the drawings.Subsequent reviews shall be completed within 8 days;
•Expedited plan review services completed within 5 days of receiving thedrawings. Subsequent review shall be completed within 4 days;
•Complete field inspections and reports within 14 days;
•Consultant, upon request of the City, shall attend any required meetings connected with the plan review or field inspection of City projects;
•Consultant, upon request of the City, shall provide transportation to and from the fieldinspection locations when required.
•Consultant, upon request of the City, shall attend meetings, including but not limited to Development Advisory Board (DAB) meetings, and preliminary submission meetings held for special projects.

When satisfied that the plans comply with the applicable City and State laws, Consultant shall approve plans, stamp the plans, and upload plans to the City's Accela platform for permit issuance. Once uploaded, the Consultant shall notify both the applicant and the City plan reviewers.

2. Building Inspection
Consultant, upon request of the City, shall:

•Provide building inspection services during the course of construction to enforce compliance with the conditions of approval, provisions of the City's building laws, and code requirements set forth on the approved plans for which a permit was issued. In the performance of such duties, the Consultant shall observe each project at the completion of the various stages of construction for compliance with the appropriateCity and State code.
•Specialty field inspections and reports by plan check staff are completed within 3 to 5 days of approved plans.
•Perform technical work in the Economic and Community Development Department's Building and Safety Division.
•Inspect residential, rental, and commercial/industrial structural building systems at various stages of construction, alteration, and repair to assure compliance with approved plans, specifications, codes, ordinances, rules, and regulations.
•Maintain a variety of inspection-related records and reports using the City of Palmdale permit software, Permits Plus, and/or Accela.
•In the event of a catastrophe or emergency, provide inspections to assist the Citywith building safety assessments and provide emergency plan check and inspectionservices.

3. Contract Community Development Technician
Consultant, upon request of the City:

•Calculate fees and issue building, T.I, residential combo, plumbing, mechanical, electrical, sewer, demolition, industrial waste, and combo commercial permits.
•Use permitting and plan check software to issue and route plans.
•Assist the public on the phone and in person regarding questions or processing permits and questions on local, state, and federal regulations on current City building codes, ordinances, documents, standards, and guidelines.

4. Building Official
Consultant, upon request of the City, shall:

• The Building Official assigned shall be subject to CALPERS reporting requirements.
•Serve as the designated authority charged with the administration and enforcement of local, state, and federal codes, ordinances, and regulations for all buildings and structures; administers the plan review and inspection process of building construction and alterations.
•Plan, direct, and coordinate the activities of the Building & Safety Division.
•Assist in the development and implementation of goals, objectives, policies, andpriorities.
•Direct and participate in the development, implementation, and modification of the plan checking and building inspection policies and procedures of the City.
•Monitor trends, legislation, and standard practices, and advise the Director of Economic and Community Development on appropriate Building and Safety codes, policies, procedures, and practices to adopt.
•Prepare and process updates to the Building Code and related codes needed.
•Provide any other services as may be necessary for the administration and enforcement of the California Building Code and related codes, and application provisions of thePalmdale Municipal Code.
•Assist with and implement new procedures and processes, such as the permit/plan review tracking system.
•Confer with developers, architects, engineers, and others regarding building codes and ordinance requirements.
•Direct and participate in the review and modification of all applicable codes, rules, and regulations.
•Coordinate building safety services, activities, and meetings with other divisions and departments of the City.
•Review engineered plans for residential, commercial, and industrial projects.
•Review and approve all projects prior to permit issuance.
•Appear before agencies, business and civic groups, and other organizations in the presentation and discussion of building and safety-related problems, proposals, projects, and policies.
•Serve as staff and provide recommendations to various City and citizen advisory committees, boards, and committees as assigned.
•Direct and participate in the presentation and administration of the department budget.

•Recommend the appointment of personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures as required; maintain discipline and high standards necessary for the efficient and professional operation of the department.
•Perform related duties as assigned.

5. Selection of WorkThe City may request the contracted Consultant(s) to provide quotes and/or negotiate prices on larger or specialty projects on a project-by-project basis. The City's intent is to solicit competitive quotes from contracted Consultant(s) with the lowest price quote for specific projects and services; however, multiple quotes may be requested from several contracted Consultant(s) for a single project and/or the same project and determination will be based on the Consultant's expertise in specific disciplines,availability of consultant's staff, specified hourly rate for specific projects, and other related qualifications as determined by the City Building Official and/or Plan Checker.There is no minimum guarantee of work. The consultant shall be required to provide all invoices for the previous month, no later than the 15th of every month following services rendered to ensure proper billing.

2.2 CONTRACTOR shall have no claim for compensation for any services or work, which has not been authorized by CITY's Authorization to Proceed.

2.3 CONTRACTOR shall not accept any change of scope, or change in contract provisions, to this Contract unless issued in writing, as a contract change order or amendment and signed by CITY. Any extensions of time must be mutually agreed upon in writing and executed by both parties.

2.4 CONTRACTOR shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

2.5 All work supplied under this Contract shall be fully guaranteed by CONTRACTOR for the duration of the project. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

2.6 CITY shall provide to CONTRACTOR, without charge, all data, program information, including reports, records, maps, and other information, now in CITY's possession, which may facilitate the timely performance of the work.

3 Contractor's Key Personnel

3.1 **Key Staff.** CITY reserves the right to review and approve CONTRACTOR'S staff including all subcontractors to be assigned to any project by CONTRACTOR during the term of this Contract.

This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

CONTRACTOR's Team and Key Personnel are as follows:

Devin Locke, Account Manager
David Kniff, Director of Building Department Services

This Services Contract has been awarded to CONTRACTOR based on its representation that those personnel and subcontractors submitted as part of its bid and listed above will perform the portions of the work listed above.

CONTRACTOR shall not deviate nor substitute any of these team members without prior written approval by CITY.

3.2 **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

3.3 **Direct Responsibility.** All services required under this Contract shall be performed by CONTRACTOR, or under CONTRACTOR's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

3.3.1 CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Contract, and compliance with all reasonable performance standards established by CITY.

3.3.2 CONTRACTOR shall be responsible for payment of all CONTRACTOR's employees' and subcontractor's wages and benefits and shall comply with all requirements pertaining to the employer's liability, workers' compensation, unemployment insurance, and Social Security.

3.3.3 CONTRACTOR shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from CONTRACTOR's acts or omissions with respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

3.4 Standards of Performance. CONTRACTOR shall be responsible for the completeness and accuracy of its services and work and documents resulting there from, and CITY shall not be responsible for discovering deficiencies therein. CONTRACTOR shall correct any such deficiencies or errors without additional compensation and without cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY-furnished information.

4 Contract Term

The term of this Contract is TWO (2) YEARS, commencing on the effective date, with CITY reserving the option to extend the agreement for 3 additional terms of one year each.

5 Acceptance And Documentation

Each task shall be reviewed and approved by the Contract Project Manager to determine acceptable completion.

5.1 **Records**. The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

5.2 **Property of CITY.** All materials, including reports, computer programs and other deliverables, supplied or created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

5.3 **Products.** All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

6 Price

CITY shall pay to CONTRACTOR an amount not to exceed Seven Hundred and Fifty Thousand dollars ($750000) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

See ATTACHMENT A, Exhibit J (Fee Schedule)

6.1 An application for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

6.2 CONTRACTOR shall maintain adequate records and shall permit inspection and audit by CITY of CONTRACTOR’s charges under this Contract. CONTRACTOR shall make such records available to CITY during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to CITY and any specified public agencies. Such records shall be maintained by CONTRACTOR for five (5) years following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event CONTRACTOR shall retain its records for the time required by such laws.

6.3 **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

7 Taxes

7.1 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with state and local laws.

7.2 CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation, or liability on behalf of CITY. No person employed by CONTRACTOR or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

7.3 CONTRACTOR shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

7.4 When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the work, CONTRACTOR shall assist the City in applying for and obtaining such tax credits and exemptions, which shall be paid or credited to the City.

8 Patent Fees And Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, program, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, program, product or device is specified in the contract documents for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. CONTRACTOR shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, program, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

9 Indemnification

To the fullest extent permitted by law, CONTRACTOR and any subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter “Indemnified Parties”) for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of CONTRACTOR, or its subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any

person or entity indemnified hereunder. At their own expense, CONTRACTOR and, as applicable, any subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONTRACTOR shall ensure that the contract of any subcontractor working under this agreement contain an indemnity agreement, requiring the subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONTRACTOR shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

10 Insurance

10.1 CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed “A” or better in the Best’s Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 10.8, must be reviewed and accepted by the City Attorney**.

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

10.1.2 Commercial General Liability
$2,000,000.00 limit on a per occurrence basis
$4,000,000.00 general aggregate limit

10.1.3 Commercial Automobile Liability
$2,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

10.1.4 Professional Liability (Errors & Omissions)*
- $2,000,000.00 per occurrence

10.1.5 Cyber Liability*
$2,000,000 limit on a per occurrence basis

10.2 All of CONTRACTOR’s policies shall contain an endorsement providing that written notice shall be given to CITY at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage in the policy.

10.3 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, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured”.

B. “Severability of Interest” Clause.

10.4 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.

10.5 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.

10.6 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.

10.7 All insurance coverage must be maintained throughout the duration of this Contract.

10.8 Acceptable Proof of Insurance:

10.8.1 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.

10.8.2 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.

10.8.3 *When professional (E&O) and/or cyber liability coverage is provided on a “claims made basis”, CONSULTANT 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 CONSULTANT, or its officers, employees, or agents during the time this Agreement was in effect.

10.9 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.

10.10 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 10 will not be impacted and/or limited by such deviation.

11 Termination Without Cause

City reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. CONTRACTOR shall also surrender to CITY all finished or unfinished documents, processes, programs and other supplies and materials, which shall be City’s property. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

12 Termination For Cause

If CITY determines that CONTRACTOR has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, CITY shall give written notice to CONTRACTOR specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for CITY’s dissatisfaction and suggest corrective measures. If, after thirty days, CONTRACTOR has failed to implement appropriate corrective measures, CITY may elect to terminate this Contract in whole or in part.

12.1 In the event CITY terminates this Contract, in whole or in part, for cause, CITY may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

12.2 CONTRACTOR shall provide all finished or unfinished documents, data, studies, software, drawings, programs, processes, maps, photographs, reports, etc., prepared by CONTRACTOR within fifteen (15) working days after notice of termination. Upon such termination, CONTRACTOR shall be paid an amount equal to the value of the services provided and work performed as of the date of termination, taking into consideration the costs associated with hiring another CONTRACTOR to complete the services. In ascertaining the value of the work performed up to the date

of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses. The above is in addition to any other remedies available by law or equity to CITY.

12.3 If, after notice of termination of the Contract under the provisions of this Section 12, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 11.

13 Dispute Resolution

All claims, disputes, and other matters in question between CITY and CONTRACTOR arising out of or relating to this Contract or the breach thereof shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

14 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 Agreement (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 Agreement. 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.

15 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.

16 Delegation And Assignment

16.1 CONTRACTOR shall not delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to CONTRACTOR from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

16.2 Any assignment, delegation or subcontract shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CONTRACTOR under this Contract.

17 Non-Discrimination And Equal Employment Opportunity

17.1 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.

18 Financial Interest Certification

18.1 CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no officer or employee of the CITY has any interest, financially or otherwise, in CONTRACTOR’s firm.

18.2 For breach or violation of this warranty, CITY shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

19 Conflict Of Interest

19.1 CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this

Contract or which would cause CONTRACTOR to be “financial interested” (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

19.2 CONTRACTOR shall not employ any City official or employee to perform any work required pursuant to this Contract.

19.3 To the extent required by the City Manager or his designee, CONTRACTOR shall complete and file with the City Clerk a Form 700 Statement of Economic Interests disclosing any reportable property interests, income, gifts, investments, or business positions.

20 Compliance With Law

20.1 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.

20.2 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.

20.3 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.

21 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.

22 Notices

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

23 Entire Agreement And Amendments

23.1 This Contract is the complete Agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

23.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by CONTRACTOR hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

23.3 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

24 Attorney's Fees

If any action at law or in equity is brought to enforce or interpret any provisions of this Contract, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

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:

Salvador Mendez
City Manager

Megan Taggart
Jul 16, 2026, 2:29 PM PDT

INTERWEST CONSULTING GROUP, INC.:

Matthew K Causley
Jul 16, 2026, 5:15 PM CDT

Matthew Causley
Chief Operating Officer

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

ADDRESS FOR NOTICE:
INTERWEST CONSULTING GROUP, INC.
444 N Clevland Ave, Ste 444
Loveland, CO 80537

APPROVE AS TO FORM:

Alexandra Severino
City Attorney

ATTEST: If Corporation

DAVID Kniff
Jul 20, 2026, 11:25 AM PDT

Secretary

ATTEST:

Rochelle Scott
City Clerk

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

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Attached Agreement Checklist and met all requirements

Record of Signing

For City of Palmdale
Name Megan Taggart
Title



Signed on Jul 16, 2026 2:29 PM PDT

Secured by Concord™
DocumentID: 033qghRdw9xDl0YYNcWkEQ
SigningID: 033qghRQO4lzEdYPhskATf
UTC Signing time: 2026-07-16 21:29:36 UTC
IP Address: 45.62.177.244
Email: mtaggart@cityofpalmdaleca.gov

For Interwest
Name Matthew Causley
Title Chief Operating Officer



Signed on Jul 16, 2026 5:15 PM CDT

Secured by Concord™
DocumentID: 033qghRdw9xDl0YYNcWkEQ
SigningID: 033qhoqowpo0pbskOc7LdP
UTC Signing time: 2026-07-16 22:15:13 UTC
IP Address: 68.35.225.164
Email: matt@mtcinspectors.com

For DAVID Kniff
Name DAVID Kniff
Title dkniff@esgil.com



Signed on Jul 20, 2026 11:25 AM PDT

Secured by Concord™
DocumentID: 033qghRdw9xDl0YYNcWkEQ
SigningID: 033stXcXgj2jykL7X3yuAf
UTC Signing time: 2026-07-20 18:25:38 UTC
IP Address: 174.204.64.194
Email: dkniff@esgil.com

concord™
Where agreements happen.

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

INTERWEST

A SAFEbuilt® COMPANY



CITY OF PALMDALE

RFP No. 26-001-6110 | As-Needed Plan Check, Community Development Technician, Building Inspection, and Building Official Services

March 26, 2026 | 2:00 PM PST

MAIN PROPOSAL CONTACT:
DEVIN LOCKE
Account Manager
949.889.5270
dlocke@interwestgrp.com

www.interwestgrp.com

RESPONDENT SIGNATURE / COVER PAGE

Exhibit B

RFP No. 26-001-6110 **Title: As-Needed Plan Check, Community Development Technician, Building Inspection, and Building Official Services**

1. **RESPONDENT**

Firm Name: Interwest Consulting Group, Inc.

Contact Name: Devin Locke

Principal Address: 9320 Chesapeake Dr., Suite 208, San Diego, CA 92123

Local Address: 9320 Chesapeake Dr., Suite 208, San Diego, CA 92123

Phone: 858.560.1468 Fax: 877.203.2704

Email: bids@interwestgrp.com

Structure: [ ] Sole Proprietor [ ] Partnership [●] Corporation [ ] Joint Venture

Tax ID No: 73-1630909 California Contractor License No: NA

Department of Industrial Relations (DIR) Registration No. 1000013298

Registration Date: 2025-07-01 Expiration Date: 2026-06-30

2. Proposed working relationship between Respondent and subcontractor (if applicable):
   NA

3. Prices:
   A. Prices shall be F.O.B. Destination or for the service rendered.
   B. Payment Terms: Net 45
   C. Proposers shall honor proposal prices for one hundred twenty (120) days or for the stated contract period whichever is longer.

4. All forms, certificates, and compliance requirements included in this RFQA are completed and duly submitted in the proposal response.

THIS PROPOSAL IS BEING SUBMITTED BY:

The undersigned offers and agrees to furnish the goods or services at the price(s) entered herein subject to the terms and conditions attached hereto. I CERTIFY that (1) the proposal document has been read and understood and that all of the conditions contained therein are acceptable, (2) I have thoroughly examined and become familiar with the specifications and/or scope of services outlined in this solicitation and further, to the best of my knowledge the information contained in this bid proposal is accurate and complete and that (3) I have the legal authority to commit this firm to a contractual agreement, (4) I acknowledge that all documents submitted pursuant to this RFQA will become a matter of public record.

Printed Name: Matthew K. Causley Title: Chief Operations Officer

Signature: Date: March 12, 2026



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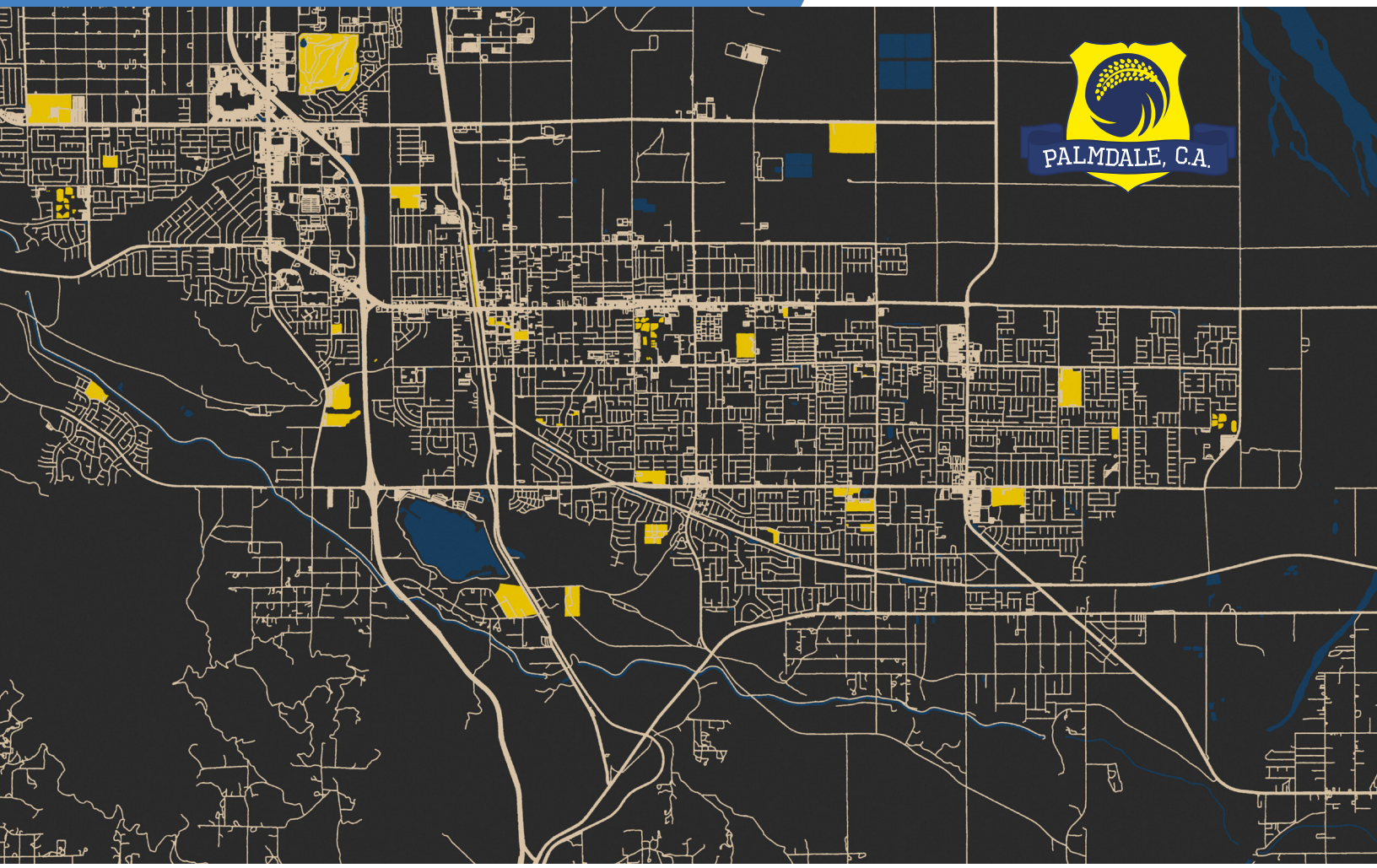
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Letter of Transmittal

2



INTERWEST
A SAFEbuilt COMPANY

March 23, 2026

City of Palmdale
38250 Sierra Highway
Palmdale, California 93550

INTERWEST
A SAFEbuilt COMPANY

9320 Chesapeake Dr.
Suite 208
San Diego, CA 92123
P 858.560.1468
bids@interwestgrp.com

RE: RFP NO. 26-001-6110 As-Needed Plan Check, Community Development Technician, Building Inspection, and Building Official Services

Members of the Evaluation Committee:

Interwest Consulting Group, Inc. (Interwest) is pleased to submit this proposal to the City of Palmdale (City) for As-Needed Plan Check, Community Development Technician, Building Inspection, and Building Official Services. Interwest is eager to continue our partnership with the City to enhance the efficiency and effectiveness of its building department services that dates back to 2018. As a firm dedicated to providing collaborative service delivery, we are well-positioned to support the City in managing its building and development processes.

Interwest brings over 24 years of experience serving municipalities throughout the State of California. We currently provide similar services to area clients such as the cities of Lancaster, Santa Clarita, San Fernando, South Pasadena, Inglewood, and South Gate, to name a few. We provide transparent, documented processes with regular reporting, ensuring the City retains ownership and governance led by city policies. Our commitment to innovation and continuous improvement allows us to align and streamline processes, building on existing strengths within the City's current framework.

We are equipped to provide the City with scalable bench staffing, ensuring consistent service delivery even during peak periods or staff absences. Our focus on knowledge transfer and cross training City staff further strengthens the City's internal capabilities. Our commitment to partnership, combined with our extensive experience and qualified personnel, makes Interwest the ideal choice to support the City's building department needs.

We are excited about the opportunity to discuss our proposal in more detail and answer any questions the City may have. We look forward to our continued relationship working alongside the City to achieve its goals.

Devin Locke will serve as the **Client Success Manger and Primary Contact** for the City during the RFP process and thereafter. Devin will be responsible for ensuring increasing levels of client satisfaction throughout the life of the contract by performing periodic Client Health Checks, a service uniquely provided by Interwest. He can be reached at 949.889.5270 or dlocke@interwestgrp.com. **David Kniff, RA**, will serve as the **Principal-in-Charge**, overseeing the day-to-day operations of these services. He can be reached at 619.385.1307 or dkniff@interwestgrp.com.

Interwest is willing and able to provide all services described in the City's RFP without the assistance of subconsultants.

All forms, certificates, and compliance requirements included in this RFP are completed and duly submitted in the proposal response, in the order indicated on the provided Submittal Checklist. This proposal shall remain valid for a period of one hundred twenty (120) days from the date of submittal. Interwest acknowledges that all documents submitted pursuant to this RFP will become a matter of public record.

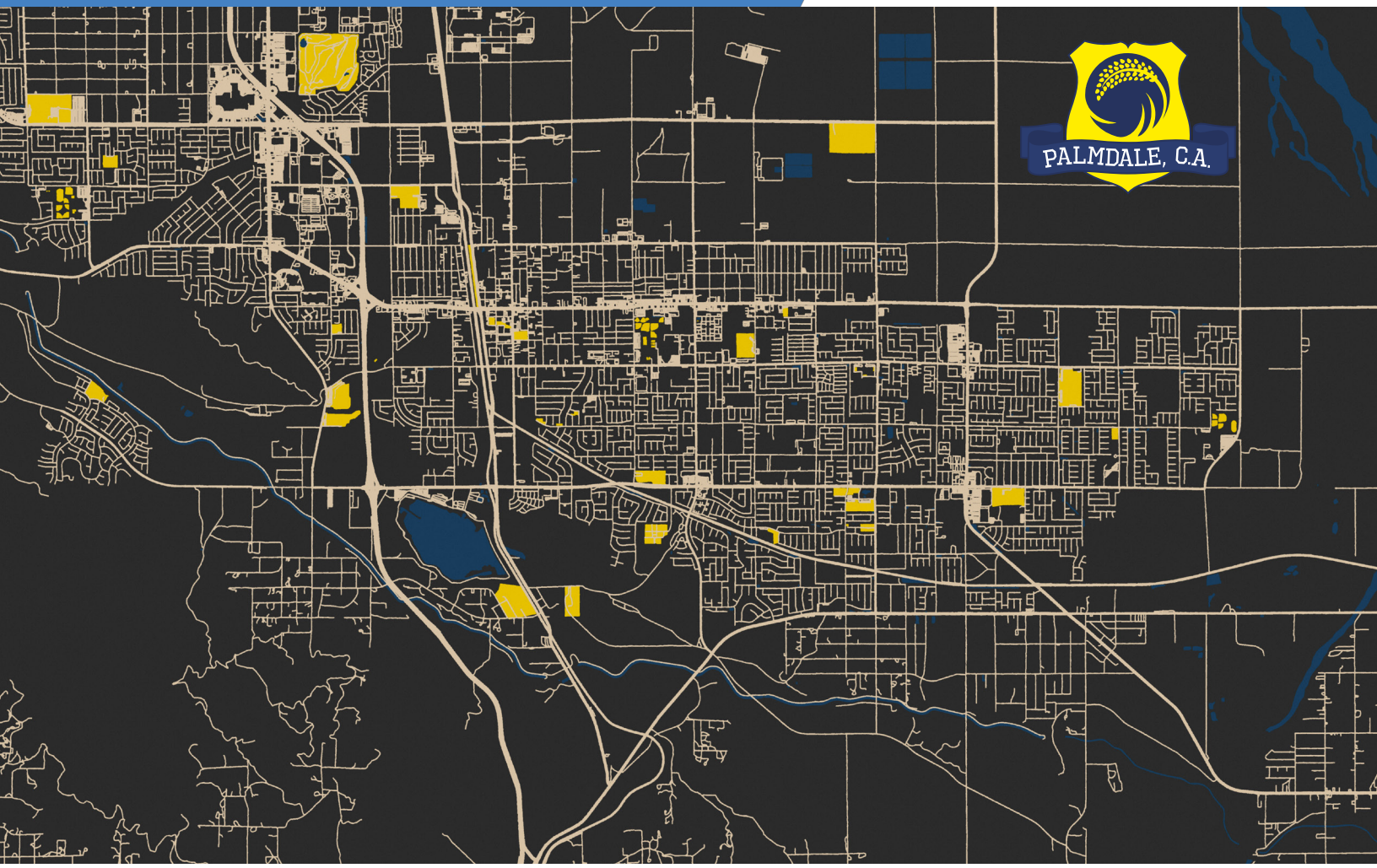
As Chief Operations Officer of Interwest, I am authorized to bind the firm contractually and sign any agreements that may result from this proposal. I can be reached at 786.650.4469 or via email at bids@interwestgrp.com.

Sincerely,

Matthew K. Causley, Chief Operations Officer
Interwest Consulting Group, a SAFEbuilt Company

Organizational Structure, Qualifications and Experience

3



INTERWEST
A SAFEbuilt COMPANY



3. Organizational Structure, Qualifications, and Experience

Firm Overview

Interwest Consulting Group (Interwest) has extensive experience and a proven track record of successfully providing civil engineering services, various development applications, and/or specific plans, and California Environmental Quality Act (CEQA) compliance to public agencies for 23 years. We currently serve more than 330 public agencies, providing planning, capital project design, public works services, construction, and inspection services.

In 2020, Interwest became a wholly owned subsidiary of SAFEbuilt, LLC. Interwest, combined with our subsidiaries, employs nearly 400 professional staff in California, supported by SAFEbuilt's larger resources of 1,500+ national employees. Our employees span a multitude of disciplines, roles, and job placements to municipalities within building safety and public works departments throughout California.

Providing municipal engineering services is at the core of our business. We have highly qualified staff and extensive resources throughout the state. The Interwest team is comprised of Engineers, Building Inspectors, Plan Examiners, Planners, Urban Designers, Grant Writers, licensed Architects, and other professionals specializing in providing community development services to local government agencies.

Our staff has held senior and executive management positions within numerous California cities and public agencies, including the titles of Building Official, City Engineer, Public Works Director, Construction Manager, City Planner, and other management personnel. This depth of experience brings a high level of knowledge and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

We furnish both technical excellence and a thorough understanding of the regulatory process to assist our clients through the sometimes-daunting complexities associated with the delivery of projects, implementation of important public programs, and adoption of significant public policy.

INTERWEST
A SAFEbuilt COMPANY

LEGAL NAME
Interwest Consulting Group, Inc.

BUSINESS STRUCTURE
Colorado Corporation

YEAR FOUNDED
2002

FIRM CAPACITY
Nearly 400 CA Employees

OFFICE LOCATIONS:
CA Offices:
Elk Grove | Fremont
Fresno
San Diego | San Jacinto

PROJECT OFFICE:
9320 Chesapeake Drive,
Suite 208
San Diego, CA 92123

FULL SERVICE OFFERING:
Building Safety
Capital Projects
City Engineering
Construction Management
Development Services
Grant Writing & Administration
Land Development Design
Planning & Urban Design
Right of Way & Real Estate
Traffic Engineering
Transportation Planning
Transportation Programming

Office Locations

SOUTHERN CALIFORNIA
9320 Chesapeake Drive, Suite 208
San Diego, CA 92123
858.560.1468 Phone

1221 .S. San Jacinto Avenue
San Jacinto, CA 92583
951.654.3592 Phone

CENTRAL CALIFORNIA
1171 West Shaw Ave., Suite 102
Fresno, CA 93711
559.448.9839 Phone

NORTHERN CALIFORNIA
9300 W. Stockton Blvd., Suite 105
Elk Grove, CA 95758
916.683.3340 Phone

39355 California Street, Suite 200
Fremont, CA 94538
510.796.3003 Phone

All Interwest office locations serve as a base of operations for clients in the areas of Building Safety, Capital Projects, City Engineering, Construction Management, Development Services, Grant Writing & Administration, Land Development Design, Planning & Urban Design, Right of Way & Real Estate, Traffic Engineering, Transportation Planning, and/or Transportation Programming, depending on the need of the individual client.

Organizational Structure

The Riverside Company of Cleveland, Ohio fully owns SAFEbuilt, LLC, and its family of companies. SAFEbuilt, LLC is headquartered in Loveland, Colorado. Since 2014, SAFEbuilt has acquired 17 companies across the country, bringing our current footprint to 41 states plus the District of Columbia.

The SAFEbuilt Family of Brands

Interwest Consulting Group has had no ownership changes over the past five years.

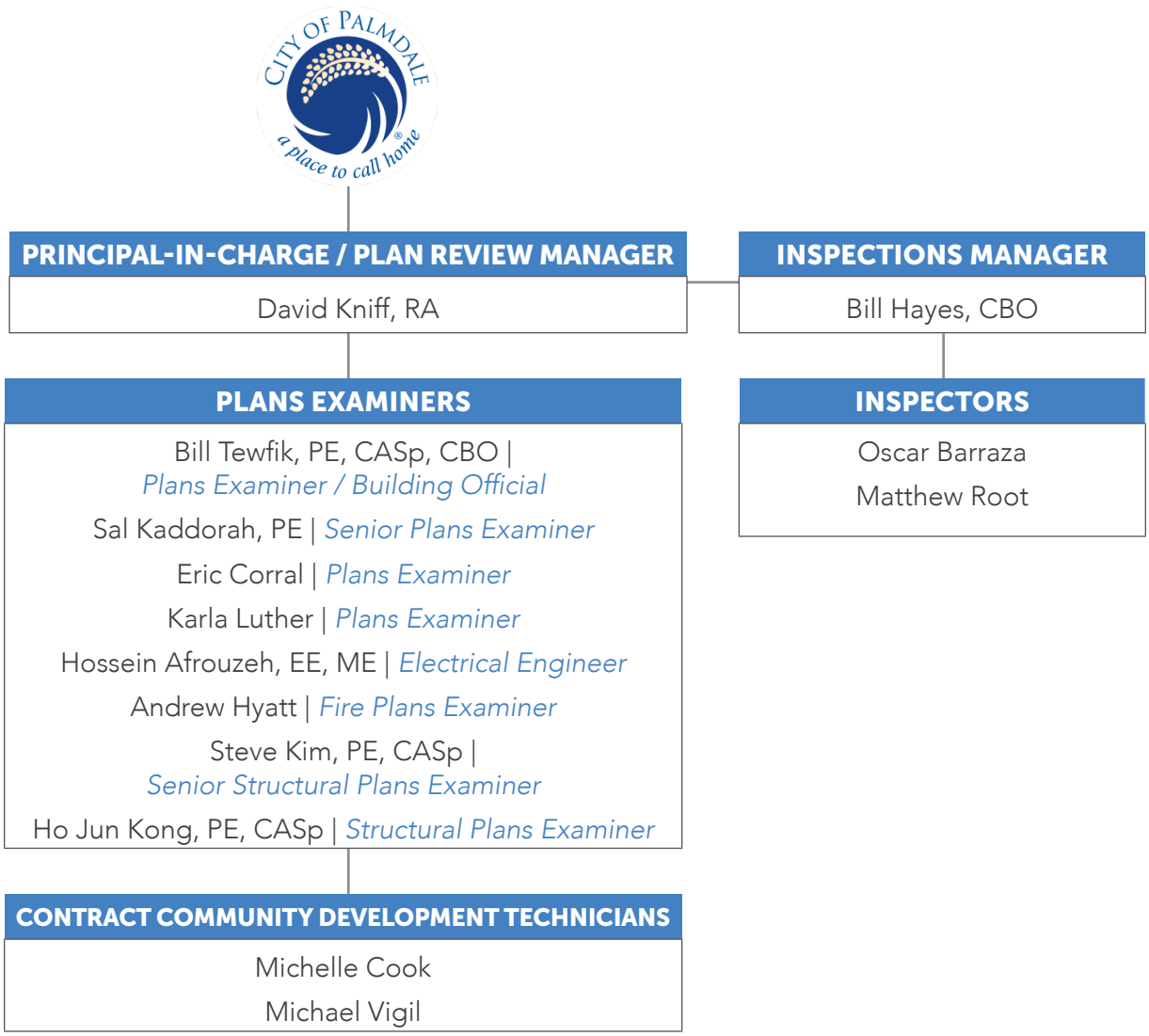
Why Interwest?

Interwest brings a comprehensive understanding of the challenges and needs of municipal governments, enriched by the fact that many of our team members have held senior and executive management roles in California cities. This wealth of experience is pivotal, especially when serving as the "owner" for local agencies, demanding a heightened sensitivity to community and special interest group issues. Our professional staff is dedicated to prioritizing the representation of our public agency clients' interests in a manner that positively reflects on the cities we serve. Moreover, Interwest can provide the City with access to our National Plan Review Program, granting immediate availability to multi-disciplinary plans examiners who are prepared to offer support whenever needed.

Our team has a proven track record of collaborative work and effective communication with City staff, aligning our efforts with common goals. We are dedicated to close coordination with City staff, ensuring the establishment of clear deadlines and the rigorous fulfillment of expectations.

Our commitment to client satisfaction is evidenced by our Net Promoter Scores (NPS), consistently placing Interwest in the "excellent" category. Interwest utilizes client surveys, employing the NPS metric to gauge client satisfaction and measure their willingness to recommend our company to others. NPS is widely recognized as one of the most effective tools for predicting long-term customer satisfaction.

Organizational Chart



Key Personnel Qualifications

Name | Title	Qualifications
PLANS EXAMINERS	
David Kniff, RA *Project Manager*	• 45 Years of Experience • CA Registered Architect #C-19040 • CA General Building Contractor, Class B License #707752 • ICC W12 National Building Contractor
Bill Hayes, CBO *Inspections Manager*	• 21 Years of Experience • International Code Council (ICC) #8230972 ✓ Building Inspector ✓ Certified Building Inspector ✓ Commercial Building Inspector ✓ Property Maintenance and Housing Inspector ✓ Residential Building Inspector ✓ Residential Mechanical Inspector ✓ Residential Plumbing Inspector
Bill Tewfik, PE, CASp, CBO *Plans Examiner/Building Official*	• 45 Years of Experience • International Code Council (ICC) #863979 ✓ Building Codes Specialist ✓ Building Inspector ✓ Building Plans Examiner ✓ Certified Building Official • CA Civil Engineer #50505 • CA Certified Access Specialist, CASp #367 • BS, Civil Engineering, Alexandria University, Egypt
Hossein Afrouzeh, PE *Electrical Engineer*	• 52 Years of Experience • CA Electrical Engineer #11588 • CA Mechanical Engineer #27117 • MS, Engineering Science and Management, Polytechnic State University • BS, Electrical Engineering, Tehran Poly Technique/Amir Kabir University
Sal Kaddorah, PE *Senior Plans Examiner*	• 40 Years of Experience • International Code Council (ICC) #861125 ✓ Building Plans Examiner • CA Civil Engineer #43757 • MS, Civil Engineering, Specialization in Structural Engineering Design, California State University, Sacramento, CA • BS, Civil Engineering, California State University, Sacramento, CA
Eric Corral *Plans Examiner*	• 28 Years of Experience • International Code Council (ICC) #5323151 ✓ Building Inspector ✓ Building Plans Examiner ✓ California Commercial Building Inspector ✓ California Residential Building Inspector ✓ Commercial Building Inspector ✓ Residential Building Inspector • MA, Human Resources Management, Specialization in Organizational Leadership, University of La Verne • BS, Public Administration, UC Irvine • Project Management Certificate, UC Irvine

Name | Title	Qualifications
Karla Luther *Plans Reviewer*	• 22 Years of Experience • International Code Council (ICC) #5102152 ✓ Building Plans Examiner ✓ Fire Plans Examiner • Doctor of Theology, Practical Christianity Institute of Evangelism, Hamlet, CA • AS, Applied Science, West Virginia State College
Andrew Hyatt *Fire Plans Examiner*	• 24 Years of Experience • International Code Council (ICC) #8415675 ✓ Fire Plans Examiner ✓ Fire Inspector I & II • BS, Cardiovascular Science, Ohio State University • AS, Fire Technology, Cabrillo Community College
Steve Kim, PE, CASp *Senior Plan Check Engineer*	• 11 Years of Experience • International Code Council (ICC) #8887591 ✓ Building Plans Examiner • CA Civil Engineer #88484 • CA Certified Access Specialist, CASp #982 • MS, Civil Engineering (Structural Emphasis), University of Southern California • BS, Civil Engineering, California State Polytechnic University, Pomona, CA
Ho Jun Kong, ICC, PE, CASp *Structural Plans Examiner*	• 17 Years of Experience • International Code Council (ICC) #8255163 ✓ Building Plans Examiner • CA Civil Engineer #79527 • CA Certified Access Specialist, CASp #863 • MS, Civil and Environmental Engineering (Structural Engineering), University of Illinois at Urbana-Champaign • BS, Architectural Engineering, Sungkyunkwan University
Michelle Cook *Contract Community Development Technician*	• 5 Years of Experience as a Permit Technician • 13 Years of Professional Experience
Michael Vigil *Contract Community Development Technician*	• 5 Years of Experience as a Permit Technician • 30 Years of Professional Experience

Name | Title	Qualifications
INSPECTORS	
Oscar Barraza *Building Inspector*	• 28 Years of Experience • International Code Council (ICC) #5173156 ✓ Building Inspector ✓ California Commercial Building Inspector ✓ California Residential Building Inspector ✓ California Residential Electrical Inspector ✓ California Residential Plumbing Inspector ✓ Residential Electrical Inspector ✓ Residential Plumbing Inspector • Architecture & Drafting Studies, Los Angeles Pierce College • Code Enforcement Modules 1 & 3, Rio Hondo College
Matthew Root *Building Inspector*	• 33 Years of Experience • International Code Council (ICC) #8054921 ✓ Building Inspector • State of California Contractor's License #763363 • BS, Business Administration, California State University, Fullerton • AA, General Studies, Santa Ana College

"Professional staff, responsive to requests, positive feedback from the community."

Amy Stonich, AICP, Assistant Director of Community Development
City of Lake Forest, CA

"[Interwest has] timely, out of the box thinking. No cookie cutter approach. Presents well to Council and inspires confidence."

Doug Willmore, City Manager (retired)
City of Rancho Palos Verdes, CA

"[Interwest provides] a timely response to request for service. [They have] a team approach with high quality and experienced staff."

Gary Nordquist, City Manager
City of Wildomar, CA

Building Services Team Certifications Matrix

	Hossein Afrouzeh	Oscar Barraza	Eric Corral	Bill Hayes	Andrew Hyatt	Sal Kaddorah	Steve Kim	David Kniff	Ho Jun Kong	Karla Luther	Matthew Root	Bill Tewfik
International Code Council (ICC)												
Building Code Specialist												✓
Building Inspector		✓	✓	✓							✓	✓
Building Plans Examiner			✓			✓	✓		✓	✓		
Certified Building Official				✓								✓
Commercial Building Inspector			✓	✓								
Fire Inspector I					✓							
Fire Inspector II					✓							
Fire Plans Examiner					✓					✓		
Permit Technician												
Property Maintenance and Housing Inspector				✓								
Residential Building Inspector			✓	✓								
Residential Electrical Inspector		✓										
Residential Mechanical Inspector				✓								
Residential Plumbing Inspector		✓		✓								
State of California												
California Building Plans Examiner												
California Certified Access Specialist							✓		✓			✓
California Commercial Building Inspector		✓	✓									
California Licensed Civil Engineer						✓	✓		✓			✓
California Licensed Contractor											✓	
California Licensed Electrical Engineer	✓											
California Licensed Mechanical Engineer	✓											
California Registered Architect								✓				
California Residential Building Inspector		✓	✓									
California Residential Electrical Inspector		✓										
California Residential Plumbing Inspector		✓										



Financial Condition

Interwest is in good financial condition, and there are NO conditions, including, bankruptcy, pending litigation, planned office closures, or impending mergers, that may impede the respondent to provide services. Interwest is backed by a private equity—The Riverside Company—headquartered in Cleveland, Ohio, giving us a robust annual budget.

Each year, RSM US LLP auditors provide an objective independent examination of SAFEbuilt's financials, increasing the value and credibility of our financial statements. Since SAFEbuilt is privately held, the specifics of our annual financial statements and quarterly reports are both confidential and a trade secret. For that reason, we have not included audited financial statements (Balance Sheet, Income Statement, Cash Flow Statement).

We welcome any requests for in-person or virtual conferences with our Chief Financial Officer and/or Vice President of Finance to discuss the financial strength of the company. During the meeting, we are happy to share three years of audited financials, including the auditor's letter of opinion, auditor's notes, balance sheet, statement of income/loss, as well as our most recent Quarterly Financial Report.

To help demonstrate that we are financially sound, two bank references have been provided below.

Bank References

Brock Wilbor, Senior Vice President of Truist Bank
5350 Town Center Road, Suite 200
Boca Raton, FL 33486
Phone: 561.362.3554 | 954.849.8098

Rick Singleton, MidCap Financial Services
7255 Woodmont Ave., Suite 300
Bethesda, MD 20814
Phone: 240.383.1594

Experience Performing Similar Work

The Interwest Team has significant experience providing the services required in the City's Scope of Work. Below is a list of municipalities and government entities for whom Interwest Team members have provided similar services.

CLIENT	SERVICES PROVIDED	KEY PERSONNEL
Agua Caliente Band of Cahuilla Indians	Fire Plan Review, MEP Plan Review, Building Inspection	Andrew Hyatt, Hossein Afrouzeh, Oscar Barraza
Atascadero, CA, City of	Fire Plan Review	Andrew Hyatt
Bakersfield, CA, City of	Fire Plan Review	Andrew Hyatt
California Construction Authority	Building Inspection	Oscar Barraza
Cameron Park CA Fire Department	Fire Plan Review	Andrew Hyatt
Central Fire District of Santa Cruz CA	Fire Plan Review	Andrew Hyatt
Corcoran, CA, City of	Fire Plan Review	Andrew Hyatt
Coronado, CA, City of	Fire Plan Review	Andrew Hyatt
Costa Mesa, CA, City of	Structural Plan Review, Life Safety Plan Review, MEP Plan Review, Structural Plan Review	Steve Kim, Bill Tewfik, Hossein Afrouzeh, Sal Kaddorah
Davis, CA, City of	Fire Plan Review	Andrew Hyatt
Dinuba, CA, City of	Fire Plan Review	Andrew Hyatt
East County JPA CA	Fire Plan Review	Andrew Hyatt
El Dorado County CA Fire Protection District	Fire Plan Review	Andrew Hyatt
El Dorado Hills CA Fire Department	Fire Plan Review	Andrew Hyatt
Encinitas, CA, City of	Plan Review	Andrew Hyatt
Central Fire District of Santa Cruz County, CA	Fire Plan Review	Andrew Hyatt
Folsom, CA, City of	Fire Plan Review	Andrew Hyatt
Kings, CA, City of	Fire Plan Review	Andrew Hyatt
La Quinta, CA, City of	Structural Plan Review, MEP Plan Review, Structural Plan Review	Steve Kim, Hossein Afrouzeh, Sal Kaddorah
Lake Forest, CA, City of	Structural Plan Review, Life Safety Plan Review, MEP Plan Review, Structural Plan Review	Steve Kim, Bill Tewfik, Hossein Afrouzeh, Sal Kaddorah
Lemoore, CA, City of	Fire Plan Review	Andrew Hyatt
Los Gatos, CA, Town of	MEP Plan Review	Hossein Afrouzeh

CLIENT	SERVICES PROVIDED	KEY PERSONNEL
Mammoth Lakes, CA, Town of	Structural Plan Review, Life Safety Plan Review, MEP Plan Review, Structural Plan Review	Steve Kim, Bill Tewfik, Hossein Afrouzeh, Sal Kaddorah
Manteca, CA Fire Department	Fire Plan Review	Andrew Hyatt
Merced, CA, County of	Fire Plan Review	Andrew Hyatt
Menlo Park, CA, City of	MEP Plan Review	Hossein Afrouzeh
Murrietta, CA, City of	Structural Plan Review, Life Safety Plan Review, MEP Plan Review, Structural Plan Review	Steve Kim, Bill Tewfik, Hossein Afrouzeh, Sal Kaddorah
Napa, CA, County of	Fire Plan Review	Andrew Hyatt
National City, CA, City of	Fire Plan Review, MEP Plan Review	Andrew Hyatt, Hossein Afrouzeh
National City, CA Fire Department	Fire Plan Review	Andrew Hyatt
Orange, CA, County of	Structural Plan Review	Steve Kim
Palm Desert, CA, City of	Structural Plan Review, Life Safety Plan Review, MEP Plan Review, Structural Plan Review	Steve Kim, Bill Tewfik, Hossein Afrouzeh, Sal Kaddorah
Palmdale, CA, City of	Structural Plan Review, Life Safety Plan Review, MEP Plan Review, Structural Plan Review	Steve Kim, Bill Tewfik, Hossein Afrouzeh, Sal Kaddorah
Palo Alto, CA, City of	Fire Plan Review, MEP Plan Review	Andrew Hyatt, Hossein Afrouzeh
Pismo Beach, CA, City of	Building Inspection	Daniel Taylor
Pomona, CA, City of	Building Inspection	Oscar Barraza
Portola Valley, Town of	MEP Plan Review	Hossein Afrouzeh
Poway, CA, City of	Fire Plan Review	Andrew Hyatt
Rancho Cucamonga, CA, City of	Structural Plan Review, Life Safety Plan Review, MEP Plan Review, Structural Plan Review	Steve Kim, Bill Tewfik, Hossein Afrouzeh, Sal Kaddorah
Reedley, CA, City of	Fire Plan Review, MEP Plan Review, Building Inspection	Andrew Hyatt, Hossein Afrouzeh, Oscar Barraza
Roseville, CA, City of	Fire Plan Review, MEP Plan Review	Andrew Hyatt, Hossein Afrouzeh
Roseville, CA, City of - Administrative Office of the Court	MEP Plan Review, Structural Plan Review	Hossein Afrouzeh, Sal Kaddorah
San Fernando, CA, City of	Structural Plan Review, MEP Plan Review, Building Inspection	Steve Kim, Hossein Afrouzeh, Sal Kaddorah, Oscar Barraza

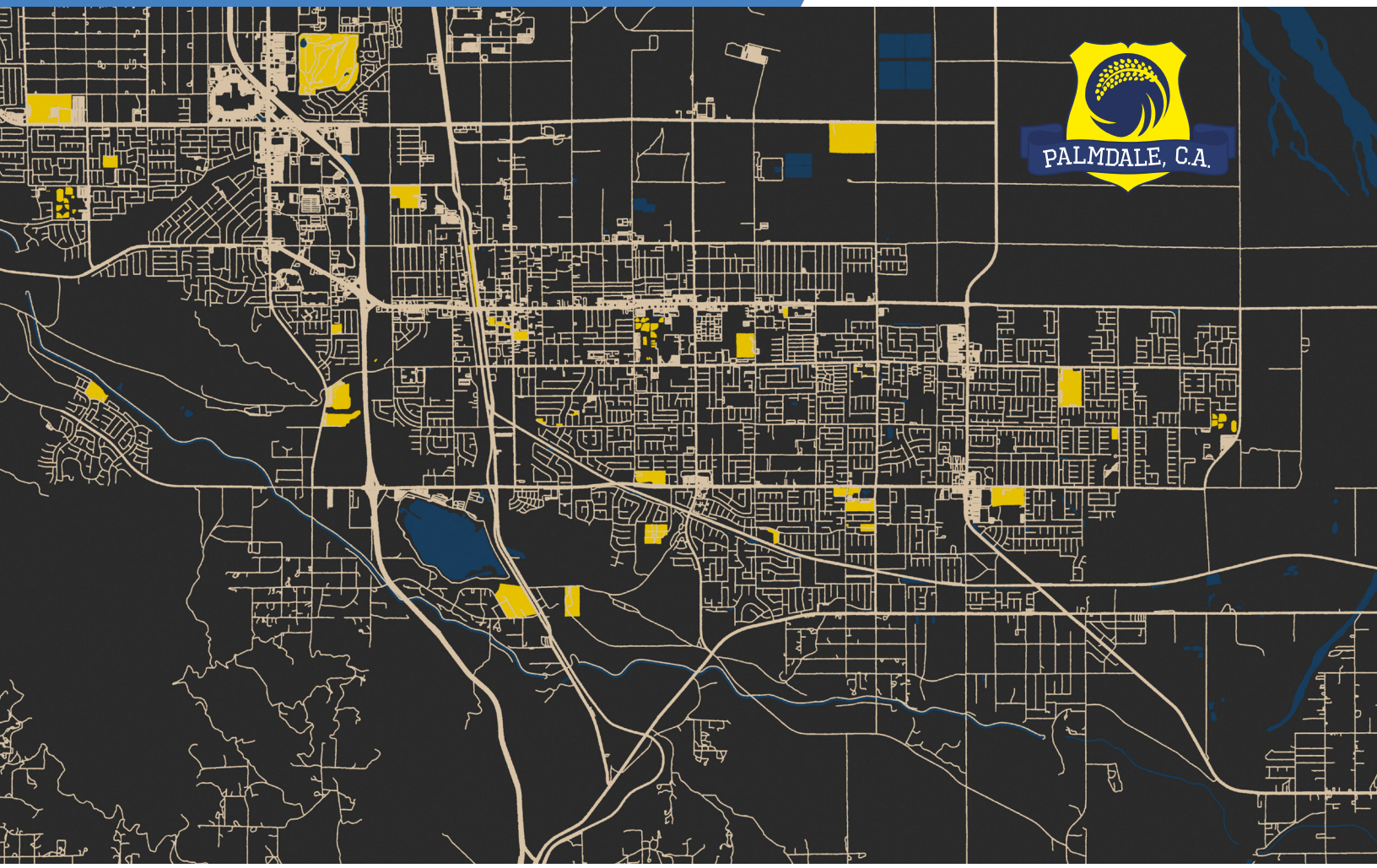
CLIENT	SERVICES PROVIDED	KEY PERSONNEL
San Joaquin County Office of Education	Fire Plan Review, MEP Plan Review	Andrew Hyatt, Hossein Afrouzeh
Santa Clara, CA, City of	Fire Plan Review	Andrew Hyatt
Santa Ynez Band of Chumash Indians	Fire Plan Review, Building Inspection	Andrew Hyatt, Oscar Barraza
Santee, CA, City of	Fire Plan Review	Andrew Hyatt
Signal Hill, CA, City of	MEP Plan Review	Hossein Afrouzeh
Solana Beach, CA, City of	Fire Plan Review, Building Inspection	Andrew Hyatt, Oscar Barraza
South Placer CA Fire Department	Fire Plan Review	Andrew Hyatt
South Joaquin County Fire Authority, CA	Fire Plan Review	Andrew Hyatt
St. Helena, CA, City of	Fire Plan Review	Andrew Hyatt
Tustin, CA, City of	Structural Plan Review, Life Safety Plan Review, MEP Plan Review, Structural Plan Review	Bill Tewfik, Hossein Afrouzeh, Sal Kaddorah
Ukiah, CA, City of	Fire Plan Review, MEP Plan Review	Andrew Hyatt, Hossein Afrouzeh
Vernon, CA, City of	Structural Plan Review, Life Safety Plan Review, MEP Plan Review, Structural Plan Review, Building Inspection	Steve Kim, Bill Tewfik, Hossein Afrouzeh, Sal Kaddorah, Oscar Barraza
Visalia, CA, City of	Fire Plan Review	Andrew Hyatt
Wasco, CA, City of	Fire Plan Review, MEP Plan Review	Andrew Hyatt, Sal Kaddorah
Wildomar, CA, City of	Structural Plan Review, Life Safety Plan Review, MEP Plan Review, Structural Plan Review	Steve Kim, Bill Tewfik, Hossein Afrouzeh, Sal Kaddorah
Windsor, CA, Town of	MEP Plan Review	Hossein Afrouzeh
Woodlake, CA, City of	Fire Plan Review	Andrew Hyatt
Woodland, CA, City of	Fire Plan Review, MEP Plan Review	Andrew Hyatt, Hossein Afrouzeh
Yuba, CA, County of	Fire Plan Review, MEP Plan Review	Andrew Hyatt, Hossein Afrouzeh

"Plan reviews are completed on a timely basis and corrections letters are precise and easy to follow."

Robert Gray, Chief Building Official, Town of Los Gatos

Proposed Staffing and Management Plan

4



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4. Proposed Staffing and Management Plan

Key Personnel

Interwest's key personnel will be available to perform the proposed services for the duration of the contract, on-site when requested by the City. None of our key staff will be removed or replaced without the prior written concurrence of the City. In addition, the City reserves the right to direct Interwest to remove any individual, including key personnel, assigned to the resultant agreement.

Ability to Respond

Interwest strives to balance project objectives with budget and schedule constraints to ensure responsible, timely, and cost-effective delivery while maintaining the highest standards of quality. As a multidisciplinary, full-service firm, Interwest provides Palmdale with a single coordinated team offering as-needed plan check, community development technician, building inspection, and building official services—supported by our ability to respond to staffing needs within 24 hours during normal business days with a single, coordinated team ready to meet the City's needs.

As indicated in the biographies below, all of our key personnel have ample availability to the City.



619.385.1307

dkniff@interwestgrp.com

DAVID KNIFF, RA | Principal-in-Charge

Years of Experience: 45 | **Years with Interwest**: 7

David has 45 years of practical experience as the Principal Architect of his own firm and as a General Contractor. He is an effective problem solver and can easily articulate solutions and complex problems. David has a deep understanding of current local, state and federal codes, and has prepared plans under IBC and CBC codes for many residential and commercial projects located in California and Texas.



951.322.4272

apeterson@interwestgrp.com

BILL HAYES, CBO | Inspections Manager / Building Official

Years of Experience: 21 | **Years with Interwest**: 5

Bill Hayes is a seasoned building official with nearly two decades of leadership experience in public agency and consulting roles, overseeing building departments, code enforcement, and multi-disciplinary inspection programs for residential, commercial, and municipal projects across California and Illinois. He has directed regional operations, served as building official and commissioner, and managed teams in both permanent and contract capacities, delivering efficient permitting, plan review, and compliance services to diverse jurisdictions. Known for his strategic oversight and collaborative style, he partners with stakeholders to implement practical code solutions that prioritize safety, efficiency, and community needs.



949.889.5270
dlocke@interwestgrp.com

DEVIN LOCKE | Client Success Manager

Years of Experience: 24 | **Years with Interwest**: 2

Devin will act as the Client Success Manager and main contact to the City. Devin will serve as an intermediary between Interwest and the City to meet the City's needs for information, support, and assistance. In turn, he helps Interwest to better understand the City's needs, expectations, and difficulties. Devin will be available to discuss solutions for any potential add-on work the City might need. Devin also performs random quality evaluations of our staff throughout the year.

BT

BILL TEWFIK, PE, CASP, CBO | Plans Examiner / Building Official

Years of Experience: 45 | **Years with Interwest**: 9

Bill is a California State licensed engineer, CASp professional, and ICC-Certified Building Official with 45 years of industry experience, including 23 years serving the City of Garden Grove's Building Division. Bill has extensive experience serving municipalities and providing engineering plan review services. In addition to plan review services he has provided for the City of Palmdale, Bill has provided similar services for the municipalities of Costa Mesa, El Monte, Inglewood, Murrieta, Pomona, Signal Hill, Tustin, and Vernon.



SAL KADDORAH, PE | Senior Plans Examiner

Years of Experience: 40 | **Years with Interwest**: 11

Sal is a registered engineer with 40 years of industry and municipal experience, serving major metropolitan governmental agencies throughout Southern California. He spent 18 years serving the Southern California City of Manhattan Beach, beginning as a Senior Plan Check Engineer, eventually becoming the City's Building Official, and filling in as the City's Director of Community Development as-needed. This experience allows him to problem solve and work effectively to the satisfaction of existing City staff, the development community, and the public. Over his career, Sal has cultivated expertise and a proven track record of providing City clientele with thorough and accurate reviews on a multitude of project scopes and scales. Sal continues to stay current and well-informed about the latest techniques and technologies to ensure client satisfaction and effective communication.



ERIC CORRAL | Plans Examiner

Years of Experience: 29 | **Years with Interwest**: 4

Eric is an experienced Plans Examiner with ICC certifications in Building Inspection, Building Plans Examiner, California Commercial Building Inspector, California Residential Building Inspector, Commercial Building Inspector, and Residential Building Inspector. In addition to providing Plan Checking services to the City of Palmdale, Eric has provided similar services for the municipalities of El Monte, La Quinta, San Fernando, and Wildomar.

KL

KARLA LUTHER | Plans Examiner

Years of Experience: 25 | **Years with Interwest**: 4

Karla has significant experience as a Plans Examiner, having worked as a Senior Plan Checker with the City of Victorville and as a Plans Examiner with the City of San Bernardino. Karla has worked as a Plans Examiner with Interwest for the past four years, providing services to the municipalities of Vernon, Palm Desert, El Monte, Rancho Cucamonga, and Wildomar, to name a few. Karla is an ICC-Certified Building Plans Examiner and Fire Plans Examiner.

HA

HOSSEIN AFROUZEH, EE, ME | Electrical Engineer

Years of Experience: 53 | **Years with Interwest**: 11

Hossein is a licensed electrical and mechanical engineer with over 10 years of construction experience and over 40 years of design, construction management support experience, and plan review engineering. He is a well-rounded project leader with strong interpersonal and communication skills with ability to lead a design team of electrical, mechanical, and plumbing engineers to adhere to the client and code requirements. He is familiar with the preparation of contract documents for mid-rise multi-residential, commercial, industrial, and educational buildings, and he has been responsible for the electrical system design for many projects from inception to completion including construction administration and commissioning of medium voltage power distribution systems, substations, lighting and power, fire alarm, and security systems.



ANDREW HYATT | Fire Plans Examiner

Years of Experience: 24 | **Years with Interwest**: 4

Andrew is a dedicated, highly self-motivated professional and natural leader with experience in; fire code, plan review, inspections, and proper handling of hazardous materials. He is qualified with over 20 years of extensive experience in fire prevention, with specialized knowledge of current fire safety laws, codes, and ordinances. Andrew has provided fire plan checking services for more than 40 municipalities and organizations while with Interwest.

SK

STEVE KIM, PE, CASp | Senior Structural Plans Examiner

Years of Experience: 12 | **Years with Interwest**: 4

Steve is a Senior Plan Check Engineer with over a decade of experience in his career field. He has served as the primary design engineer on several commercial projects and provided structural analysis and design services to other California municipalities. He holds CASp certification, is both a licensed California Civil and Structural Engineer, and is an ICC-certified Building Plans Examiner.



HO JUN KONG, PE, CASp | Structual Plans Examiner

Years of Experience: 18 | **Years with Interwest**: 3

Ho Jun is a structural engineering associate who is knowledgeable in architectural, fire / life / safety, accessibility, structural analysis and design codes. He is ICC-certified, well-educated, and experienced in many projects pertaining to his career field. He has provided plan check services in different disciplines for the municipalities of Santa Barbara, Vernon, Costa Mesa, Inglewood, and Wildomar, among others.

MC

MICHELLE COOK | Contract Community Development Technician

Years of Experience: 13 | **Years with Interwest**: 10

Michelle has five years of experience as a Permit Technician, and 13 years of experience as an Administrative Assistant. Before working the last five years for Interwest, Michelle worked for the City of Perris as an Administrative Assistant.

MV

MICHAEL VIGIL | Contract Community Development Technician

Years of Experience: 30 | **Years with Interwest**: 5

Michael has five years of experience as an ICC-Certified Permit Technician, and 30 years of general work experience. Michael currently provides on-call Permit Technician services for the City of Lake Forest, CA.



OSCAR BARRAZA | Inspector

Years of Experience: 28 | **Years with Interwest**: 14

Oscar is a bilingual seasoned Building Inspector with over 20 years of experience, including 13+ years at Interwest delivering plan reviews and inspections for California cities such as San Fernando, Pomona, and Reedley. He previously held the role of Code Enforcement Manager for the City of Palmdale. He possesses ICC certifications in California Commercial/ Residential Building, Residential Electrical/Plumbing Inspection, and education from Los Angeles Pierce College (Architecture & Drafting) and Rio Hondo College (Code Enforcement). He excels in residential remodels, ADUs, commercial upgrades, OpenGov permitting, and customer-focused code compliance.

MR

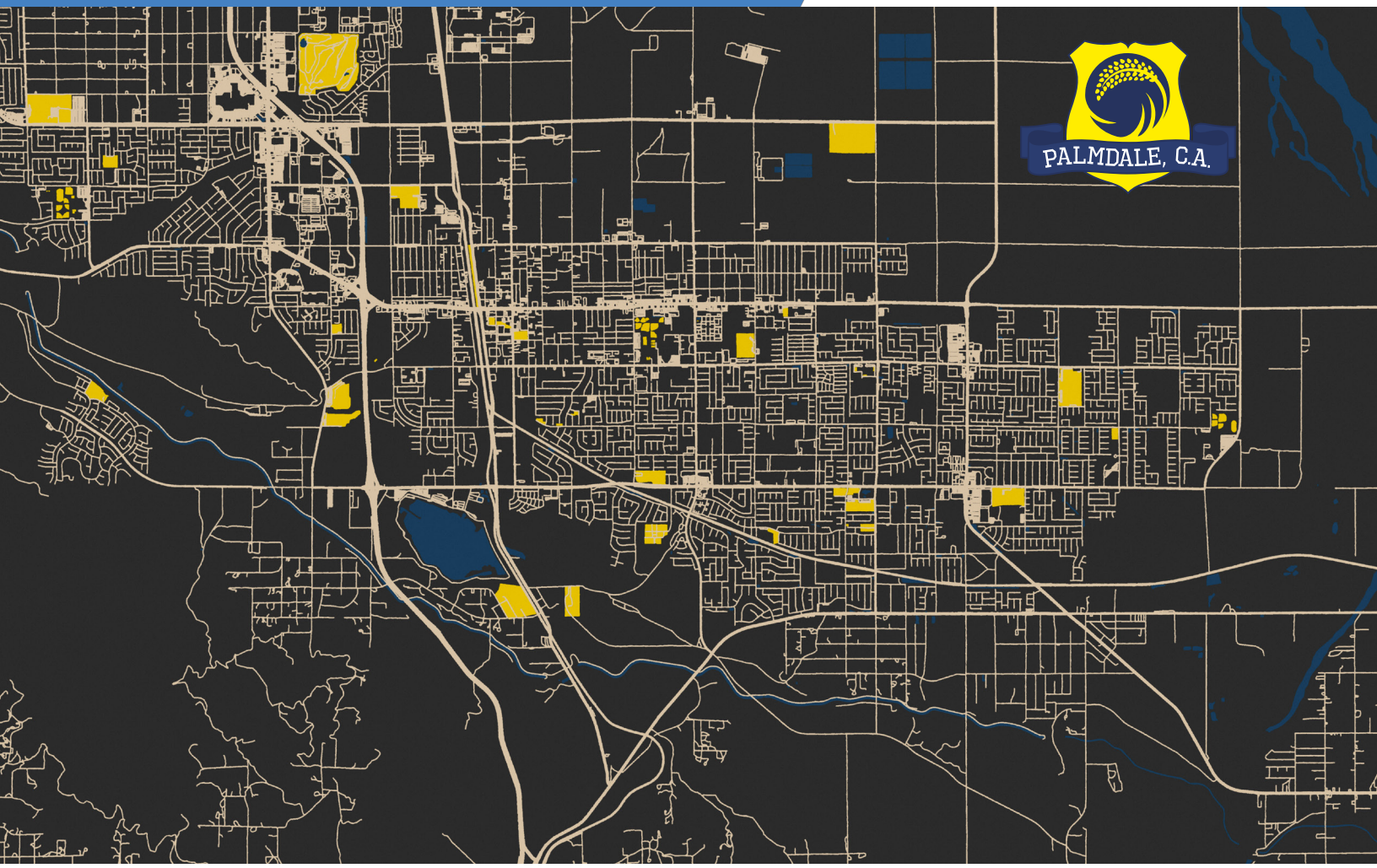
MATTHEW ROOT | Inspector

Years of Experience: 33 | **Years with Interwest**: 4

Matthew has 33 years of experience in the construction industry and has nine years of experience as a building inspector. He is ICC-certified in Building Inspection and possesses a California Contractor's License. He has completed inspections for the California Construction Authority, the City of Riverside, and the City of Wildomar.

Technical Proposal

5



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5. Technical Proposal

Scope of Services Understanding

Interwest has the expertise and capacity to assist the City with meeting its goals and providing assistance as requested in the RFP. Interwest has the expertise and capacity to assist with:

- Plan review on a variety of building plans in accordance with applicable building codes, including the California Building Standards Code, inclusive, structural calculations, California Energy Code reports, accessibility, and fire/life safety standards on a variety of plans, including commercial and residential development, as well as public facilities.
- Preliminary review of discretionary applications (Conditional Use Permits) for significant building code issues in coordination with the Planning Division.
- Assistance with improving plan checking procedures, practices, and policy.
- Advising on regulations at the counter, over the phone, or via email.
- Attending coordination meetings with applicants as needed.
- Coordinating responses to applicant-submitted questions.
- Assistance with improving building submittal guidelines and handouts.

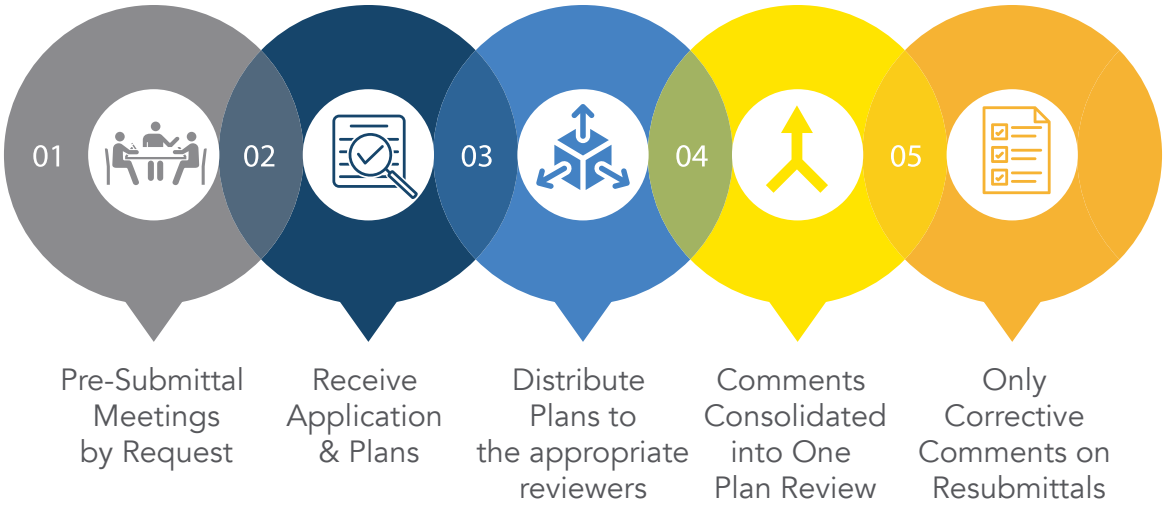
Interwest, with its bench strength of nearly 400 California employees and staff of multi-disciplined professionals, can assist with a variety of projects with which the City desires assistance. Our team has a staff of plan reviewers including California-licensed professional engineers, ICC-certified specialists, and CASp-certified plan reviewers and inspectors with specific municipal experience that successfully work for a variety of cities in Los Angeles and Orange counties remotely or in-house on an as-needed basis.

Interwest can provide services including, but not limited to:

1. Providing in-house staff support as needed for plan check services. Remotely and/or on-site at least two days a week at the City.
2. Be available to meet with City Staff or answer City Staff emails and inquiries pertaining to plan check projects within eight hours or one business day.
3. Provide a process or digital platform for submitting plans and documents and tracking plan check progress. Interwest will provide BlueBeam® Software (see below for details).
4. Review plans submitted by developer applicants and provide written comments to the City. Reviews may include overall site design including notes on plans and plan check submittals for Structural, Architectural,

Mechanical, Electrical, Plumbing, Framing, Demolition, Details, Best Management Practices, California Energy Code documentation as well Energy Code compliance, Landscaping Plans and Solar submittals as needed, for the current code cycle, etc.

5. Review and provide written comments to the City.
6. Attend video conference calls, coordination, reporting, and follow-up meetings with the Building Division, residents, applicants, and design engineers as needed.
7. Develop guidelines for Building Division handouts (such as Typical wall designs, Retaining Walls, Patio Covers, HVAC typical details, pools, etc.), for trees and plantings, development of City standards plan and details, fees, processes improvements, easement policy, etc.



Plan Review Services

All plans examination services will be performed by a licensed Civil or Structural Engineer and/or an ICC Certified or otherwise qualified Plans Examiner. For more complex projects and when needed to meet peak workload demands, additional support will be provided from our other regional offices. Our Plans Examiners understand and are intimately familiar with applicable building codes and plan review procedures and policies and will readily assist with solutions to complicated plan review issues.

Our staff will work with project applicants in a collaborative and professional manner to quickly identify and resolve violations of codes, standards, or local ordinances. They will provide thorough plan reviews to ensure complete and accurate construction documents to minimize questions and problems during the construction phase of projects.

Our proposed Plans Examiners will review plans during the City's normal business hours. Plans Examiners will approve applications when the file complies with all applicable laws, codes, and ordinances. The review of plans will result in the recommendation of approval, approval with modification, or denial. If the permit file is deficient, the assigned Plans Examiner will provide concise comments identifying the deficiencies and citing the applicable code section. Our staff will provide the customer with a clear path to approval. The Plans Examiners will be available via teleconference or virtual meeting to assist design professionals, contractors, and homeowners in answering questions about the code and its intent.

The Plans Examiners will provide plan reviews for clients with schedule constraints or an aggressive schedule at the discretion of the City's Building Official. All trades or disciplines included in the proposed services will be reviewed to ensure compliance with ordinances, adopted codes, code reference standards, utility provider requirements, and engineered designs. When the review is complete, all plan reviews will be documented in the City's system of record.

The proposed Plans Examiners for the City will perform the following services:

- Examine, review, and analyze construction drawings, plans, and specifications to ensure compliance with adopted local, state, and federal codes, ordinances, policies, and regulations.
- Receive and record incoming plans submitted, providing the customer with the ability to track progress.
- Attend pre-submittal and pre-construction meetings as requested and be available for consultations as needed.
- Process plan review comments and plan review actions via Bluebeam or the City's preferred method for electronic plan review.
- Office administration to return all emails within three (3) hours and be available for calls during normal business hours.
- Plan Review Examiners to return all emails/voicemails within 24 hours.
- Determine the scope of the project before plan review.

Technical Capabilities in Plan Check Areas

Interwest staff possesses significant technical capabilities in all areas of plans examination competence. Plans examiners are licensed engineers and/or ICC Certified or otherwise qualified Plans Examiners with extensive experience providing plan review services. Plans examination activities will be performed under the direction of a California licensed professional engineer and/or licensed architect. Our staff will conduct an accelerated plan review on an as-needed basis as requested by the Building Official.

In the following pages, we have provided our general approach which demonstrates our experience in the following disciplines:

- Residential
- Commercial
- Energy

Non-Structural Life Safety

Interwest's non-structural plan reviewers furnish plan review services for a vast array of projects including large residential, commercial, institutional, industrial, retail, and OSHPD 3 medical office buildings. Many of our plan examiners are CASp certified. Completed plan review projects range from single-story residential projects to complex high rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current editions of the following codes:

- California Building Standards Code
- Americans with Disabilities Act Standards for Accessible Design
- ANSI Standards
- NFPA Codes & Standards
- CA Code of Regulations (CCR) Titles 19 and 25
- Jurisdiction-adopted amendments or ordinances

Structural

Our California licensed Structural Engineers have experience designing and reviewing projects utilizing virtually all building materials:

- Wood
- Masonry
- Heavy Timber / Timber Frame
- Concrete
- Structural Steel
- Cold-Formed Steel Framing
- Straw Bale
- Rammed Earth
- Aluminum

Our engineers have designed or reviewed an array of lateral force resisting systems including the following:

- Steel Moment Frames
- Buckling Restrained Braced Frames
- Eccentric Braced Frames
- Concentric Braced Frames
- Concrete Moment Frames
- Wood Shearwall Systems
- Masonry Shearwall Systems
- Concrete Shearwall Systems
- Cantilevered Column Systems
- Various Proprietary Lateral Force Resisting Systems

Our structural engineers are experienced with current versions of the following codes and standards:

- CCR Title 24, Part 2, Volume 2
- AISC 341, 358 and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold Formed Steel
- ANSI / AF&PA NDS for wood framing
- ACI 318
- ACI 530 / TMS 402/602
- CA Historic Building Codes
- CA Existing Building Codes
- NEHRP Requirements for Existing Building

Mechanical, Electrical and Plumbing

Interwest's California-licensed Mechanical and Electrical Engineers are well-versed in the application CA Mechanical, Plumbing, and Electrical Codes, including, but not limited to the following:

- California Building Code
- California Residential Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- Jurisdiction-adopted ordinance

Energy Compliance

Our engineers and plan reviewers are up to date on all California Energy requirements as they relate to both new and remodel construction on large residential and commercial projects. Further, our staff is familiar with the incorporation of CALGreen building criteria and LEED certification and rating systems into project designs and the resulting potential impact as related to the building codes, should either or both be part of a building project.

Flood Zones

Interwest's staff of engineers and plans examiners have experience in providing plan reviews for projects located in flood zones, as several of our clients have developments that occur in areas prone to flooding. Interwest's staff has provided numerous plan reviews for projects located in flood zones using FEMA's Technical Bulletins as well as the local jurisdiction's ordinances. In addition, members of Interwest's staff have participated in state-sponsored committees to establish guidelines and regulations for construction in areas designated as flood zones.

Access Compliance - CASp Review

All Interwest's CASp-Certified professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. They are fully trained and familiar with CA Building Code Accessibility requirements and ADA compliance regulations. We offer support to municipalities for compliance enforcement and/or developing a transition plan towards compliance, and successfully partner with persons with disabilities to address the needs and requirements for both entities. We are available for plan review and/or evaluations and consultation, and can assist our clients in interpreting various issues relating to access compliance.

LEED

Developed by the US Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design, construction, operations, and maintenance solutions. LEED certification consists of several different rating systems that apply to many building types—commercial as well as residential and measures how well a building performs across many sustainability metrics, including: energy savings, water efficiency, CO2 emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts.

Green Building Standards

Our staff is familiar with the incorporation of CALGreen building criteria into project designs and the resulting potential impact as related to the building codes. In addition, staff members have participated in the development of various "green" standards for super adobe, rammed earth, and straw bale construction, to name a few.

OSHPD 3

Our staff of plans examiners have extensive experience in providing plan reviews for OSHPD 3 projects. Our staff is well versed with the OSHPD 3 requirements contained in the California Building Code. We also have OSHPD-certified inspectors available on an as-needed basis.

Fire Code Plan Review

We have a complete staff of experienced and licensed professional fire protection plans examiners and inspectors for your fire life safety needs. Our staff can check plans for compliance with all applicable fire code and standard requirements, including but not limited to the following: ICC Fire Code, Uniform Fire Code, California Fire Code, Life Safety Code, NFPA standards, and your local/regional amendments.

Our Fire Plans Examiners and Inspectors are well-versed in the use and application of the following model codes, standards, and regulations:

- California Fire Code (CFC)
- California Building Code (CBC)
- Local amendments and policies related to the CFC and CBC
- Adopted National Fire Protection Standards
- California Health and Safety Code
- Appropriate listings (CSFM, U.L., etc.) for common systems and materials
- Fire Department Standards
- National Fire Protection Referenced Standards pursuant to the above Codes
- Municipal, State or Federal regulations enforced by Fire Departments and Fire Districts.

Code Interpretations

Code interpretations are subject to final review and approval by the Chief Building Official or City designated staff. Interwest's engineers and plans examiners will provide unbiased recommendations and background information to help the Building Official or Fire Marshal make an informed decision. All plan review comments are subject to review and approval by the City Building Department.

Transporting Plans

Interwest will arrange for all pick-up and delivery of hard copy plan review documents from the City at no additional cost. Interwest uses varied methods of pick-up and delivery with the goal of providing same-day service.

Special Projects and Accelerated Services

Interwest can accommodate special project plan review needs such as fast-track, multi-phased, or accelerated plan reviews. We establish project-specific turnaround goals and procedures with City staff for these types of projects based on the complexity of the projects as well as the construction schedule. Our staff of engineers and plan examiners will work with the City to resolve all plan review issues. Our staff will deal directly with applicants and their designers during the plan review process to resolve all issues in a collaborative manner to resolve plan review issues as quickly as possible.

Electronic Plan Review Services

Interwest currently provides electronic plan review services for multiple jurisdictions throughout California, and we are prepared to provide electronic plan checks for the City. We are familiar with many electronic plan review platforms. More jurisdictions are seeing the benefits of electronic permits and plan checks, especially for large, complex projects. Electronic plan check services deliver many benefits to municipalities, including substantially improved turnaround times; instantaneous comments to the developer, applicant, or architect; secured accessibility to documents; and reduced paper storage. Our staff is experienced in providing electronic plan reviews and can work closely with the City on any electronic plan check software program that is utilized. Our goal is always to collaborate with and support the building department by providing thorough, accurate, and timely plan reviews.

On-Site Consultant Services & Meeting Attendance

Our staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we plan review are considered part of the plan review service. Interwest's engineers and plans examiners will be available to meet with City staff, the design team, applicants, and/or contractors at City Hall, at the City's request, to discuss and resolve plan review and code-related issues. We will be available within one business day to respond to questions from the City that may be generated during field inspections for each authorized plan check that is subsequently issued a permit for construction. Voicemails, e-mails and faxes will be responded to as quickly as possible, always within 24 hours.

Plan Review Tracking Methods

Our staff has experience working with most project tracking databases utilized by building departments. Our staff will update electronic records and make

project related database entries as directed by the City. Interwest uses a custom-designed database to maintain and track all plans throughout the review process from the moment you request a pick-up and/or shipment to delivery of the final, approved documents. Information such as project name, City's project number, assigned plan reviewer(s), date documents were received, plan review cycle and completion date for current review can be provided. In addition to standard phone communication, custom reports can be emailed.

In addition, we can provide online tracking for the City with a custom-designed web template geared to provide any reporting and information needs required.

Turnaround Times

We consistently complete 99% of our customers' plan reviews on schedule for both commercial and residential projects as our standard business practice. Multidisciplinary reviews are typically performed in our offices, but we are available for onsite work when required upon the City's request. Our goal is to exceed your request for reviews and to deliver reviews and rechecks within our typical time frames listed in the table below.

MAXIMUM TURNAROUND TIME			
TYPE OF JOB	**1st REVIEW**	**2nd REVIEW**	**EXPEDITED REVIEW**
Minor alterations or additions	10 Business Days	5 Business Days	5 Business Days (Initial) and 5 Business Days for any subsequent reviews
Solar or ESS systems	5 Business Days	3 Business Days	
Single- family dwellings	10 Business Days	5 Business Days	
Multi-tenant dwellings	15 Business Days	5 Business Days	
Commercial tenant-improvement construction under 10,000 SF	10 Business Days	5 Business Days	
Commercial construction over 10,000 SF	15 Business Days	5 Business Days	
Processing and completion of all subsequent recheck plan reviews.	Hourly rate after the 3rd review		

Accelerated Plan Review

The City may occasionally request that plan review turnaround times be accelerated (expedited), typically due to a sudden and unanticipated urgency. In this accelerated plan review request, Interwest shall complete the initial plan review within fewer than five (5) business days from receiving the plans. Re-reviews shall be completed in five (5) business days or less. Exact turnaround times for Accelerated Plan Review requests may also be specifically negotiated between the applicant, the jurisdiction, City, and Interwest.







Exhibit G: Client References

CLIENT REFERENCES
Exhibit G

The following is a list of four (4) references that most closely reflect similar projects to the scope of services/work of the City of Palmdale within the past three (3) years. References will be asked to complete a questionnaire and asked to return it to the Purchasing Division directly by a designated date and time. It is the Respondent's responsibility to ensure that Reference Contacts are willing to provide a reference. To expedite the evaluation process the City requests accurate email and/or fax number information be provided.

Reference #1

Name of Organization: VA Housing

Address: 4419 Pacific Blvd. Vernon, Ca.

Email Address: dwall@cityofvernanca.gov Fax:

Telephone: 323-583-8811 Ext. 305 Contact Name: Daniel Wall

Contact Title: Director of Public Works Service Dates: 3/14/2025 - 8/26/2025

Project Manager: Adrienne Peterson Bid No. (if applicable)

Summary of Project: 62 Unit, four-story Housing Apartment Building

Project Cost: $8,760,000

Reference #2

Name of Organization: Prime Data

Address: 4701 S. Santa Fe Avenue

Email Address: dwall@cityofvernonca.gov Fax:

Telephone: 323-583-8811 Ext. 305 Contact Name: Daniel Wall

Contact Title: Director of Public Works Service Dates: 7/30/2024 - 10/10/2024

Project Manager: Adrienne Peterson Bid No. (if applicable)

Summary of Project: New 240,000-SF data center

Project Cost: $6,000,000

Reference #3

Name of Organization: IRS Offices

Address: 25520 Commerce Center Lake Forest, Ca.

Email Address: astonich@lakeforestca.gov Fax:

Telephone: 949-461-3479 Contact Name: Amy Stonich

Contact Title: Assistant Community Dev Dir. Service Dates: 4-19-2024 - 5-14-2024

Project Manager: Yasaman Houshyar Bid No. (if applicable)

Summary of Project: 71,571-SF new office tenant improvement

Project Cost: $3,500,000

Reference #4

Name of Organization: IMI Critical Engineering

Address: 19712 Pauling Lake Forest, Ca.

Email Address: astonich@lakeforestca.gov Fax:

Telephone: 949-461-3479 Contact Name: Amy Stonich

Contact Title: Assistant Community Dev Dir. Service Dates: 11-15-2024 - 1-27-2025

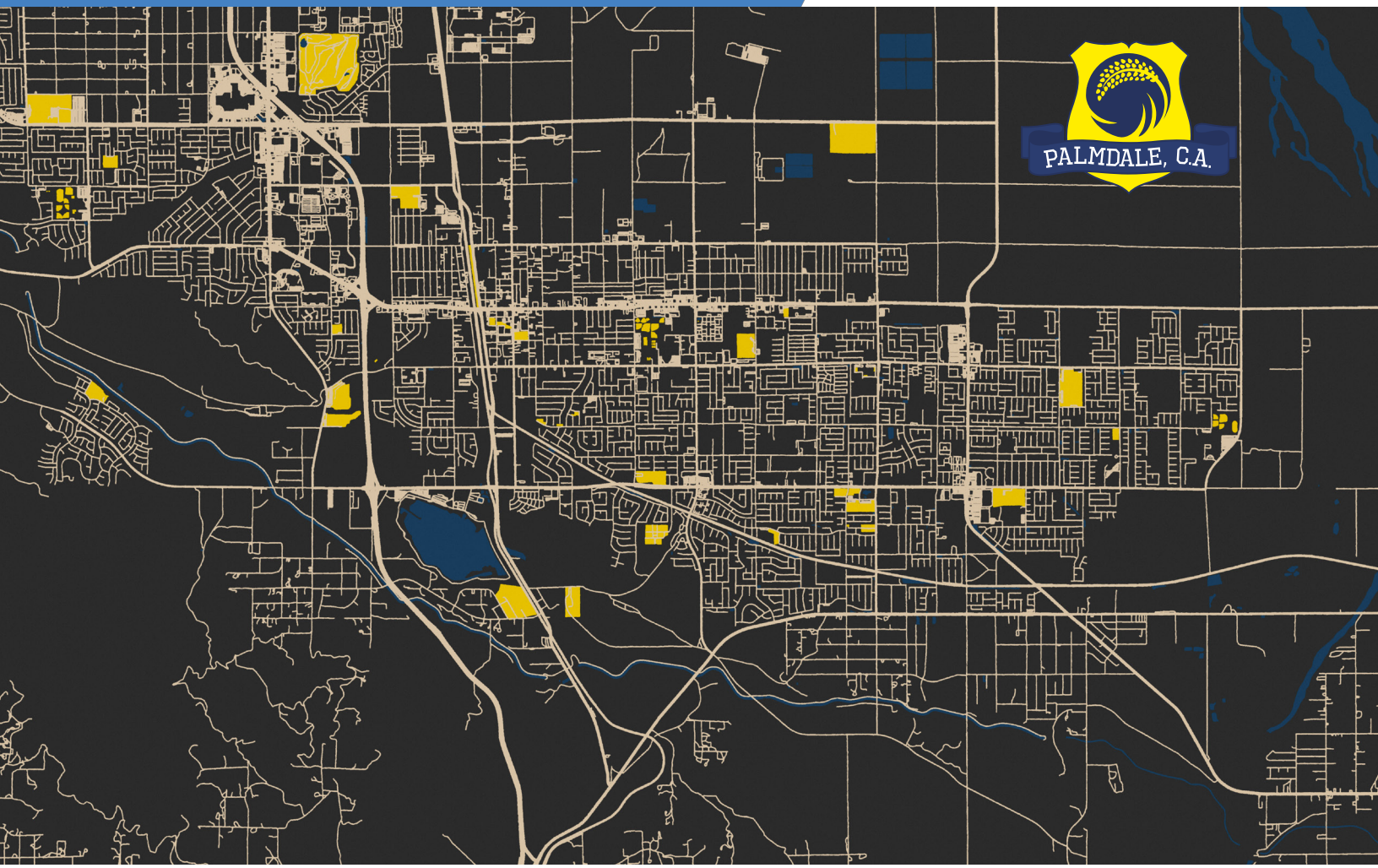
Project Manager: Yasman Houshyar Bid No. (if applicable)

Summary of Project: New Concrete Manufacturing and Office Building

Project Cost: Not disclosed

Appendix A: Required Forms

A



INTERWEST
A SAFEbuilt COMPANY

Business License

City of Palmdale
Processing Center

Guest

Home | Report a Problem

Business Search

Search By: Business Name

Value: Interwest Consulting

Specify Start Date Range (Optional)

Search

Account #	Business Name	Start Date	Expire Date	Address
11624750	INTERWEST CONSULTING GROUP INC.	1/1/2024	3/31/2026	444 CLEVELAND AVE, LOVELAND, CO 80537-6033

Total records found: 1

Other Required Licenses / Certifications

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	INTERWEST CONSULTING GROUP INC.
Entity No.:	2415639
Registration Date:	04/29/2002
Entity Type:	Stock Corporation - Out of State - Stock
Formed In:	COLORADO
Status:	Active

The above referenced entity is active on the Secretary of State's records and is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 02, 2026.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 404980328

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at **biz**fileOnline.sos.ca.gov.

Exhibit C: W-9

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Interwest Consulting Group, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

444 N Cleveland Ave, Ste 444

Requester's name and address (optional)

6 City, state, and ZIP code

Loveland, CO 80537

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

7	3	–	1	6	3	0	9	0	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** [signature] **Date** January 14, 2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CITY OF PALMDALE

AFFIDAVIT OF NON-COLLUSION and NON-DISCRIMINATION

Exhibit D

I hereby swear (or affirm) under the penalty of perjury:

A. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

C. No attempt has been made or will be made by the bidder/proposer to induce any other person, partnership, or corporation to submit or not submit a proposal for the purpose of restricting competition.

D. The Bidder/Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, sexual orientation, gender identity, national origin, or disability, and that it complies with all applicable Federal, State and local laws and executive orders regarding employment.

In connection with the performance of work under this contract, the Bidder or Proposer agrees as follows:

1. The Bidder or Proposer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity, national origin, or ancestry. The Bidder or Proposer shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, national origin, sex, sexual orientation, gender identity, or ancestry.

2. In the event of the Bidder's or Proposer's non-compliance with this non-discrimination clause, the Bidder or Proposer may be canceled or terminated. The Bidder or Proposer may be declared ineligible for further contracts with the City of Palmdale until satisfactory proof of intent to comply shall be made by the Bidder or Proposer.

3. The contract agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

I have read the above stated clauses and agree to abide by its requirements.

Authorized Signature: _____ Printed Name/Title: Matthew K. Causley/COO

Company Name: Interwest Consulting Group, Inc.

Doing Business As: Interwest Consulting Group, Inc.

Exhibit E: Certification of Insurability

CITY OF PALMDALE

CERTIFICATION OF INSURABILITY
Exhibit E

I hereby swear (or affirm) under the penalty of perjury:

As an authorized representative of the proposing company, should our Company be determined to be the Successful Proposer, our Company will promptly provide such proof of insurance to the City within five (5) business days in reply to the CITY's *Notice of Intent to Award*. The CITY will remind the Apparent Successful Proposer in the *Notice of Intent to Award* letter. Proof of insurance requirements may be submitted electronically to the email address below with the RFP Number and Title referenced in the Subject field:

To: Purchasing@cityofpalmdale.org

Contracts will not be executed until formal proof of all required insurance(s) pursuant to **Attachment B** – *Sample Contract for Services* for **RFP No. 26-001-6110** **Title: As-Needed Plan Check, Community** have been received and approved by the CITY. It is agreed that the Apparent Successful Proposer shall maintain in force at all times during the performance of the engagement all policy or policies of insurance.

If the CITY requires corrections (i.e., limits, endorsements) the Successful Proposer has five (5) days from such request to complete all corrections. Failure to meet these deadlines will allow the CITY the right to reject the Proposer's proposal as non-responsive and proceed to the next finalist.

I hereby assure City of Palmdale that the company has or is able to procure the insurance coverage(s) required should the Company be awarded the Contract and shall maintain all the insurance requirements by the submission of this offer.

Interwest Consulting Group, Inc.

Proposer Company Name

Signature of Authorized Representative signing on behalf on Proposer

Matthew K. Causley

Print Name of Authorized Representative of Proposer Company

March 12, 2026

Date

Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff Insurance Services LLC
9850 NW 41st Street
Suite 100
Doral FL 33178

CONTACT NAME: Lauren Mayer
PHONE (A/C, No, Ext): 954-385-6022 **FAX (A/C, No):** 866-802-8684
E-MAIL ADDRESS: lauren.mayer@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Homestate Ins Co	20044
INSURER B : Everest Indemnity Insurance Company	10851
INSURER C : Bridgeway Insurance Company	12489
INSURER D : Lexington Insurance Company	19437
INSURER E : Great American E&S Insurance Company	37532
INSURER F :	

INSURED 132SAFEBLLC
Interwest Consulting Group, Inc.
444 N Cleveland Ave;
Loveland CO 80538

COVERAGES **CERTIFICATE NUMBER:** 209145854 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	Y	Y	CF3GL00415251	10/3/2025	10/3/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	CF3CA00337251	10/3/2025	10/3/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Excess per occ / agg	$ 1,000,000 $ $ $ $ 1,000,000
C D	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ -0-	Y	Y	8EA7XL000207904 11170903	10/3/2025 10/3/2025	10/3/2026 10/3/2026	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	SAWC666825	5/12/2025	5/12/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			TER5780118	10/3/2025	10/3/2026	Each Claim/Aggregate	$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess policy # 140002058 effective 10/03/2025 -10/03/2026 - QBE Ins Corp NAIC #39217 - Limits- $5,000,000 part of $10,000,000 Excess of $5,000,000. Crime coverage – Federal Insurance Company, NAIC 20281- Policy #J06767825 effective 10/3/25 -10/3/26; Limit $1,000,000 DED $10,000. Technology Errors & Omissions and Cyber Coverage - Allied World Assurance Company US, Inc. NAIC # 19489 - Policy #03148733 effective 10/3/25 - 10/3/26. Each Claim/AGG $3,000,000 DED $100,000.

CERTIFICATE HOLDER

For Informational Purposes only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Felicia Vinarub

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Exhibit F: Bidder Disclosure Statements

BIDDER DISCLOSURE STATEMENTS

Exhibit F

The Bidder must provide a declarative (yes/no) answer regarding the following questions. If any answer is affirmative, the Bidder must provide full details about the matter. While not an automatic cause for disqualification, an affirmative answer may result in an evaluation of the Bidder's responsibility. A decision will then be made based on the seriousness of the matter, the matter's possible impact on the performance of the contract, and the best interests of the City of Palmdale.

Within the past five (5) years:

ITEM	DISCLOSURE STATEMENT	YES	NO
A.	Has the Bidder and/or subject company had a contract terminated for default or cause?	○	◉
B.	Has the Bidder and/or subject company been assessed any penalties, including liquidated damages, under any of its existing or past contracts with any organization or governmental entity?	○	◉
C.	Has the Bidder and/or subject company been the subject of any governmental action limiting the right of the Bidder and/or subject company to do business with that entity or any other governmental entity?	○	◉
D.	Has trading in the stock of the subject company ever been suspended? Give date and explanation.	○	◉
E.	Has the Bidder and/or subject company previously operated as a like-kind business under any other business name and/or taxpayer identification number?	○	◉
F.	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the subject company, filed bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding?	○	◉

By the signature affixed to **Exhibit B** – *Offer Signature / Cover Page* of this Solicitation, Respondent hereby certifies that the above information is true and accurate.

This completed form must be returned as part of the bid response. Failure to complete this page may deem your bid not responsive.

Exhibit H: Deviations and/or Exceptions Forms

DEVIATIONS and/or EXCEPTIONS FORM

Exhibit H

[☑] Specifications and/or Requirements

[ ] Contract for Services Provisions (No exceptions and/or deviations to insurance requirements allowed)

All deviations and/or exceptions to the requirements of this solicitation must be noted below. The City will consider any deviations and/or exceptions indicated in its award decisions. The City reserves the right to accept or reject any and all responses based on any deviation and/or exception indicated on this form. Respondents are cautioned that by taking any exception they may be materially deviating from the RFP. **Please do not attach a company letterhead in lieu of any entry on the section below.** In the absence of any entry on the section below, the bidder assures the City of their full compliance with the specification and conditions as listed in this solicitation. The page number, paragraph, and item number should be referenced when deviating from the specification and must be included.

The City reserves the right to reject any or all cost proposals as a result of this RFP and to waive any informality or irregularity in any bid proposal received and to be the sole judge of the merits of the respective cost proposals received, and to accept or further negotiate cost, terms, or conditions of any cost proposal determined by the City to be in the best interest of the City even though not the lowest cost proposal. **This form may be duplicated if additional pages are needed.**

Reference No.	**Description**
	Please see exceptions noted on the pages following this form.

Interwest Consulting Group, Inc.

Company Name

Matthew K. Causley, Chief Operations Officer

Printed Name and Title

Authorized Signature

Deviations and/or Exceptions

Interwest respectfully requests the following exceptions noted below in red:

2.1 CONTRACTOR shall provide the following services in a manner satisfactory to CITY:

CONTRACTOR is not obligated to perform services beyond those expressly contemplated by this Contract.

2.3 CONTRACTOR shall not accept any change of scope, or change in contract provisions, to this Contract unless issued in writing, as a contract change order or amendment and signed by both CITY and CONTRACTOR. Any extensions of time must be mutually agreed upon in writing and executed by both parties.

2.5 All work supplied under this Contract shall be fully guaranteed by CONTRACTOR for a ~~minimum~~ period ~~of days~~ mutually agreed in writing between CITY and CONTRACTOR from the date of acceptance by CITY, during which period CONTRACTOR's sole obligation shall be to re-perform any non-conforming services at no additional cost to CITY. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications and that are identified during the agreed warranty period shall be ~~fully~~ corrected by CONTRACTOR (including parts and labor) without additional cost to CITY. The written warranty shall be included with the delivered products to the using Department.

Add the following clause:

2.7 CONTRACTOR is hereby granted a non-exclusive, royalty-free license to use such data and information solely for the purpose of performing the services under this Contract.

3.1 **Key Staff.** CITY reserves the right to review and, within a reasonable period, provide written objections that ~~approve~~ CONTRACTOR will consider in good faith regarding CONTRACTOR'S staff including all subcontractors to be assigned to any project by CONTRACTOR during the term of this Contract.

This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without providing prior written notice to ~~approval by~~ CITY and considering any reasonable objections in good faith.

CONTRACTOR's Team and Key Personnel are as follows:

This Services Contract has been awarded to CONTRACTOR based on its representation that those personnel and subcontractors submitted as part of its bid and listed above will perform the portions of the work listed above.

CONTRACTOR shall not deviate nor substitute any of these team members without providing prior written notice to ~~approval by~~ CITY and considering any reasonable objections in good faith.

3.3.3 CONTRACTOR shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising, but only to the extent caused by CONTRACTOR's negligence or willful misconduct, from CONTRACTOR's acts or omissions with respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

5.1 **Records**. The CONTRACTOR shall retain, and shall contractually require each SUBCONTRACTOR to retain, all data and other "records" relating to the acquisition and performance of the Contract for a period of ~~five years~~ one (1) year after the completion of the Contract, or for such longer period as may be required by applicable law.

5.2 **Property of CITY**. All materials, including reports, computer programs and other deliverables, supplied or created under this Contract are the sole property of CITY, excluding any pre-existing intellectual property, proprietary tools or materials of CONTRACTOR ("Consultant IP"), which shall remain the exclusive property of CONTRACTOR. CONTRACTOR is not entitled to a patent or copyright on ~~those~~ CITY's materials and may not transfer ~~the~~ such patent or copyright to anyone else, provided that nothing in this Section shall affect CONTRACTOR's ownership of or rights in any Consultant IP. CONTRACTOR shall not use or release ~~these~~ CITY's materials without the prior written consent of CITY, except that CONTRACTOR may use anonymized data and excerpts from the deliverables for training, benchmarking and service improvement purposes.

CITY hereby grants CONTRACTOR a non-exclusive, royalty-free license to use such materials solely for the purpose of performing the services under this Contract.

6.3 A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice. Unless otherwise agreed in writing, CITY shall pay all undisputed amounts within thirty (30) days of the date of CONTRACTOR's invoice. If any invoice remains unpaid for more than ninety (90) days from the invoice date, CONTRACTOR may, upon ten (10) days' written notice, suspend performance of the services until all overdue amounts, including accrued interest, are paid in full.

Remove section **8. PATENT FEES AND ROYALTIES**.

9 INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR and any subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter ~~"~~'Indemnified Parties~~"~~') for any third-party loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, ~~including any acts or omissions, willful misconduct or negligent conduct, whether active~~ but only to the extent caused by the negligence or ~~passive, on the part~~ willful misconduct of CONTRACTOR or its subcontractors. ~~and regardless of any acts~~ At their own expense, ~~omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense~~ and to the extent required under the foregoing indemnity, CONTRACTOR and, as applicable, any subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONTRACTOR shall ensure that the contract of any subcontractor working under this agreement contain an indemnity agreement requiring the subcontractor to indemnify and defend the Indemnified Parties ~~pursuant~~ to the ~~terms~~ same extent as CONTRACTOR's indemnity obligations set forth above. CONTRACTOR shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, but only to the extent such loss, damage, costs, expenses and ~~any other provision or covenant of this agreement~~ attorney's fees are caused by CONTRACTOR's breach or negligence.

LIMITATION OF LIABILITY; DISCLAIMER

Disclaimer of Warranties. EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONTRACTOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT.

Exclusion of Certain Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT,

INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES ACTUALLY PERFORMED.

Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY UNDER THIS CONTRACT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT OR OTHERWISE) EXCEED THE LESSER OF (A) THE TOTAL AMOUNT OF FEES PAID OR PAYABLE TO CONTRACTOR PURSUANT TO THIS CONTRACT, OR (B) THE AVAILABLE LIMITS OF THE INSURANCE MAINTAINED BY THE LIABLE PARTY PURSUANT TO SECTION 10 ABOVE. NOTHING IN THIS SECTION SHALL LIMIT A PARTY'S LIABILITY FOR ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 OR FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9.1 CITY INDEMNIFICATION To the fullest extent permitted by law, CITY shall indemnify, defend and hold harmless CONTRACTOR, its officers, employees, agents and subcontractors from and against any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability, but only to the extent caused by the negligence, willful misconduct, or discretionary action of CITY or its officers, employees or agents, or arising from CONTRACTOR's compliance with CITY's written instructions.

10.9 Notwithstanding any other provision of this Contract, CITY may ~~immediately~~ terminate this Contract if, ~~at any time~~ after providing written notice and a ten (10) business day opportunity for CONTRACTOR to cure, 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 TERMINATION WITHOUT CAUSE

City ~~reserves the right to~~ or CONTRACTOR may terminate this Contract or any part thereof for ~~its sole~~ convenience ~~within fifteen (15)~~ upon ninety (90) days' prior written notice to the other party. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. CONTRACTOR shall also surrender to CITY all finished or unfinished documents, ~~processes, programs~~ data and other ~~supplies and materials,~~ tangible work product prepared under this Contract which shall become City's property, provided, however, that CONTRACTOR shall retain all right, title and interest in its pre-existing intellectual property, proprietary processes, software and methodologies, granting CITY a non-exclusive license to use such items solely for its internal purposes in connection with the work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

12 TERMINATION FOR CAUSE

Add the following paragraph after paragraph one:

The defaulting Party shall promptly notify the nondefaulting Party in writing upon becoming aware of any event that constitutes, or is reasonably likely to constitute, a default under this Contract, and shall describe in reasonable detail the steps it will take to cure such default. No Party shall be deemed in default if it cures the default within the applicable cure period.

12.2 CONTRACTOR shall provide all finished or unfinished documents, data, studies, software, drawings, programs, processes, maps, photographs, reports, etc., prepared by CONTRACTOR within fifteen (15) working days after notice of termination. Upon such termination, CONTRACTOR shall be paid an amount equal to the value of the services provided and work performed as of the date of termination~~, taking into consideration~~ ; provided that any deduction for the costs associated with hiring another ~~CONTRACTOR~~ contractor to complete the services shall be limited to the reasonable, direct and documented costs actually incurred by CITY and shall not exceed the unpaid portion of the Contract price. In ascertaining the value of the work performed up to the

date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses. The ~~above is~~ rights and remedies of each Party under this Contract are cumulative and in addition to, and not in lieu of, any ~~other~~ rights or remedies available ~~by~~ at law or in equity ~~to CITY~~. In the event of any breach of warranty, the Contractor shall, at its own expense and as the City's sole and exclusive remedy, promptly reperform the affected Services or, at the City's election, refund the applicable portion of the fees paid. Nothing in this Section shall preclude either Party from seeking equitable or compensatory relief as permitted by law.

Add the following sections:

FORCE MAJEURE

Any delay or nonperformance of any provision of this Contract by either Party (with the exception of payment obligations) that is caused by events beyond the reasonable control of such party shall not constitute a breach of this Contract, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

TERMINATION BY CONTRACTOR FOR CAUSE

If CITY fails to pay any undisputed amount due or otherwise materially breaches this Contract and does not cure such breach within thirty (30) days after receiving written notice from CONTRACTOR specifying the breach, CONTRACTOR may terminate this Contract in whole or in part.

14 OWNERSHIP OF PRODUCT

All product, data, documents, programs and software including, but not limited to, research, field notes, investigations, analysis, studies, processes, software, instructions for use and other manuals, whether complete or incomplete, which are prepared or produced in the performance of this Contract (collectively, the "Deliverables"), upon CITY's full payment of all amounts due under this Agreement and excluding CONTRACTOR's pre-existing intellectual property, proprietary tools, methodologies and know-how, shall ~~are to~~ be, and remain, the property of CITY and shall be delivered to or left with CITY upon the completion or termination of this Agreement. CONTRACTOR shall furnish CITY, upon its request, originals and reproducible and electronic copies of product, data reports, studies and of all other documents listed above. Electronic copies shall be provided in an unprotected format which allows CITY to copy, reproduce and makes changes as CITY deems necessary; provided, however, that CONTRACTOR shall have no liability for any use or modification of such electronic copies by CITY, including any use on projects other than the work for which they were prepared or after changes in applicable laws or codes.

14.1 OWNERSHIP OF INTELLECTUAL PROPERTY. The Deliverables resulting from the Services performed hereunder are intended solely ~~work made~~ for CITY's use ~~hire~~ and, upon CONTRACTOR's receipt of full payment ~~CITY shall exclusively own~~, CITY shall obtain ownership of such Deliverables ~~in perpetuity and worldwide~~, provided that CONTRACTOR retains all right, title ~~rights~~ and interest in and to ~~flowing from the work, including~~ any of its pre-existing intellectual property ~~work product~~, proprietary tools, software and methodologies ~~performed under this Agreement~~. Upon receipt of full payment, CONTRACTOR hereby assigns to CITY all rights it may ~~Contractor assigns to CITY any and all rights CONTRACTOR could have, may have, or does~~ have~~,~~ in the Deliverables created specifically for CITY ~~work or the work product performed~~ under this Agreement to the extent necessary for CITY's use of such Deliverables ~~and CITY shall have all right, title~~, and CITY may ~~interest in said matters~~, at its option, ~~including the right to~~ secure and maintain any ~~the~~ copyright, trademark, or patent in such Deliverables ~~of said matters~~ in its own ~~the~~ name ~~of the CITY~~.

Notwithstanding the foregoing, CITY grants CONTRACTOR a perpetual, non-exclusive, royalty-free license to use the Deliverables, in anonymized form, for internal training, benchmarking, and service improvement purposes. Neither party shall issue any press release, public statement, or ~~Independent Contractor consents to the~~ use the other party ~~of CONTRACTOR~~'s name, trademarks or logos in any publicity ~~in conjunction with the sale, use~~, marketing materials or other public communications without the prior written consent ~~performance,~~

~~and distribution~~ of the other party ~~said matters~~, which shall not be unreasonably withheld or delayed ~~for any purpose and in any medium~~.

Modify 15.1 as follows: "CONTRACTOR shall not delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that (i) claims for money due or to become due to CONTRACTOR from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval, and (ii) CONTRACTOR may, upon written notice to CITY, assign this Contract to its parent, subsidiaries, sister companies or other affiliated entities, or in connection with a sale of all or substantially all of its assets or ownership interests, and may subcontract any or all services to such affiliated entities, in each case without CITY's consent, provided that CONTRACTOR remains responsible for the performance of this Contract.

20 NOTICES

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service, or by electronic mail to the notice email address of the receiving party. All notices shall be effective upon the date of receipt.

22 ATTORNEY'S FEES

Each ~~If any action at law or in equity is brought to enforce or interpret any provisions of this Contract, the prevailing~~ party ~~in such action~~ shall bear its own ~~entitled to reasonable~~ attorney's fees, costs and necessary disbursements incurred~~,~~ in any action at law or in equity brought to enforce or interpret any provision of this Contract ~~such other relief as may be sought and awarded~~.

END OF EXCEPTIONS

Exhibit I: Iran Contracting Act Verification

IRAN CONTRACTING ACT VERIFICATION

Exhibit I

(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of $1,000,000 or more, a Supplier must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; orb) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, check the correct option below and insert your supplier or financial institution name and Federal ID Number. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

○ **OPTION #1 - THIS PROJECT IS LESS THAN $1,000,000.**

By (Authorized Signature)	*Date Executed*
Printed Name and Title of Person Signing	

◉ **OPTION #2 – CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the suppler/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Supplier Name/Financial Institution	*Federal ID Number (or n/a)*
Interwest Consulting Group, Inc.	73-1630909
By (Authorized Signature)	*Date Executed:* March 12, 2026
Printed Name and Title of Person Signing: Matthew K. Causley, Chief Operations Officer	

(Continued on Next Page)

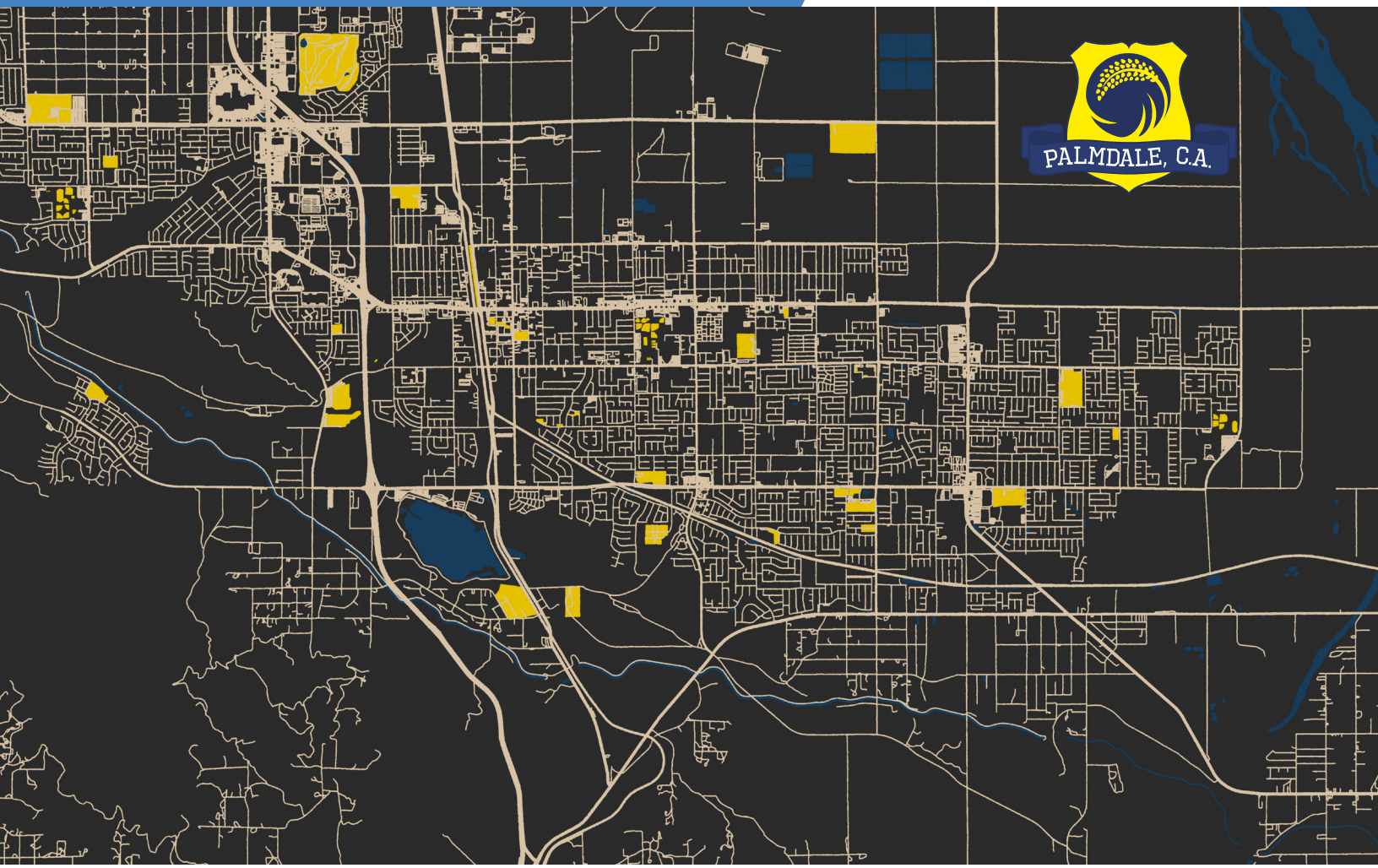
○ **OPTION #3 - EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

Supplier Name/Financial Institution	*Federal ID Number (or n/a)*
By (Authorized Signature)	*Date Executed*
Printed Name and Title of Person Signing	

Appendix B: Example Plan Review Letters

B



INTERWEST
A SAFEbuilt COMPANY

Plan Review Letter Example - New Restaurant

Review
[Address]
Due Date

Interwest Project No. [Number]
Permit App: [Number]
Page 1 of 6

December 4, 2025

PLAN REVIEW COMMENTS:

BUILDING AND LIFE SAFETY: [Reviewer; email@interwestgrp.com; phone]

A1. Riverside Health Department review and approval is required for the remodeled food service areas. All requirements of said review shall be implemented on the plans. Providence evidence of Health Department review and approval.

A2. Delete all notes at the title block stating; "Not For Construction". This note will not be allowed on the final approval plans.

A3. Provide the notes on each sheet that they are referenced.

Sheet T1.0:

A4. Please include City of Wildomar Municipal Code to the applicable codes provided.

A5. List all deferred submittals (if applicable) on the cover sheet including signage and fire sprinklers.

A6. Show the required water fountains under Plumbing Facilities. Include locations on the plans and add to accessibility details.

A7. Under "Life Safety Systems" Fire Alarm and Fire sprinklers are marked as "NO" Please clarify.

A8. Under "Building Code:" Note that states a PV system is not required for the building is from the residential code. Please remove reference to this code section.

Sheet R1.2:

A9. **Show all required** fire extinguisher locations on the Floor Plan per code and local fire department requirements. Specify the size of the units to be installed. [CBC tables 906.3(1) & 906.3(2)] A type 'K' unit is required in the **kitchen adjacent to the cookline.**

A10. Show location of the tactile "EXIT" signs and cross reference to the detail.

A11. **Doors:** Show and clarify that the doors equipped with a key operated locking device shall have a readily visible, durable sign posted on the egress side adjacent to the door stating: "THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED". The sign shall have one-inch-high letters on a contrasting background. ***[CBC 1010.2.4]***

Sheet A1.2:

A12. Specify safety glazing for all new windows or sidelights.

A13. Note on the plans interior finishes shall comply with section 803.1.1 for flame spread provisions and table 803.9.

A14. Plans must indicate the floor or landing on each side of doors is not more than ½ inch lower than the threshold of the doorway. (Sec. 1008.1.7 CBC)

Sheet A6.0:

A15. Provide State Fire Marshal approved panic hardware for doors in all A occupancies. Note the doors with panic hardware on the door schedule. (Sec. 1010.2.9)

A16. Provide 5lbf for interior doors unless these are fire doors, the 15lbf. (Sec. 1010.1.3 & 11B-404.2.9 CBC)

SITE ACCESSIBILITY: [Reviewer; email@interwestgrp.com; phone]

SA1. Sheet SP1.0 (Site Plan):

A. Provide and show clear location of new/existing detectable warning(s) at platform edges, curb ramps, islands or cur-through, blended transitions, etc. complying with Section 11B-705 on plan. [CBC 11B-247.1.2.]

B. For new/existing Detectable Warning: Add note on plan "Detectable warning surfaces shall be yellow conforming to FS 33538 of Federal Standard 595C." [CBC, Sec. 11B-705.1.1.3]

C. For new/existing Detectable Warning: Add note on plan: "Detectable warning surfaces shall contrast visually with adjacent walking surfaces either light-on-dark or dark-on-light. The material used to provide contrast shall be an integral part of the surface." [CBC, Sec. 11B-705.1.1.3]

D. For new/existing Detectable Warning: Add note on plan: "Only approved DSA-AC detectable warning products and directional surfaces shall be installed as provided in the California Code of Regulations (CCR), Title 24, Part 1, Chapter 5, Article 2, 3 and 4." [CBC, Sec. 11B-705.3]

E. Truncated Domes: Provide and show detail for existing/new truncated domes to comply with section 11B-705.1 on plans.
- Dome Size per section 11B-705.1.1
- Dome Spacing per section 11B-705.1.1.2
- Color and Contrast per section 11B-705.1.1.3

ACCESSIBILITY: [Reviewer; email@interwestgrp.com; phone]

AC1. Sheet A1.0:

A. Service Counter: Provide and show a service counter 36 inches minimum in length with a surface 28 inches minimum and 34 inches maximum above the finished floor or ground. [CBC 11B-902.3]

B. Accessible Dining Surface: At the accessible dining surfaces provide toe clearance of 9 inches minimum above the finished floor or ground and extending 17 inches minimum under moveable dining surfaces and 19 inches minimum under built-in dining surfaces. [CBC 11B-902.2]

C. Accessible Dining Surface: At the accessible dining surfaces provide knee clearance of 27 inches minimum above the finished floor or ground and extending 19 inches minimum deep. [CBC 11B-902.2]

MECHANICAL: [Reviewer; email@interwestgrp.com; phone]

M1. The license number in the engineer stamp is not clear, please update it.

M2. Sheet M1.1, RTU2 is with the 10' radius of EF4. Outside air intake shall be a minimum of 10 feet away from appliance vent outlets, plumbing vent outlets, and exhaust fan outlets unless the outlets are a minimum of 3 feet away above the outside air intake. CMC 311.3. please show the height of EF4 vent from RTU2 air inlet.

M3. Sheet M2.0, GENERAL 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE NOTES, Note J, Change the filter type to Merv 13 in lieu of Merv 8.

M4. Provide references to pertinent anchor details for any floor-mounted equipment weighing more than 400 lbs., and all wall- or ceiling-suspended equipment that weighs more than 20 lbs. Reference CBC 1613 and ASCE 7-10 Chapter 16.

M5. M12. Clarify why the freezer and cooler room equipment details are not provided.

M6. Add note to the plan "Air velocity within the duct system shall be not less than 500 feet per minute and shall not exceed 2,500 ft/min. (CMC 511.2)".

M7. Provide clearance from the Health Department. (CMC 112.3(1)(K)(2)).

M8. Air-conditioning condensate drainpipes shall be connected to the drainage system. Please show the condensate drainpipe in the roof plan. per CMC 310.5.

M9. Duct enclosures from the point of ceiling, wall or floor penetration shall be at least 1 hr. fire-rated (CMC 510.7; CMC 510.7.1; CMC 510.7.2). Provide duct penetration of fire walls detail.

M10. Provide Flexible duct installation detail.

M11. Provide listed duct type smoke detectors in the supply and return air ducts of each air-conditioning unit. Show that units are equipped with smoke detector and global shut-off provided upon activation of any SD. (CBC 907.2.13.1.2(1); CBC 907.2.18.1(3)).

PLUMBING: [Reviewer; email@interwestgrp.com; phone]

P1. The license number in the engineer stamp is not clear, please update it.

P2. Cleanouts are required to be provided on the 'upper terminal' of all sinks and urinals. Demonstrate cleanout at all sinks (including mop sinks, lavatories, and hand sinks) that are part of this project. CPC 707.4. Add a note to the plan. Show the clean outs in the plan and pipe isometric.

P3. Indicate disinfection of potable water systems per CPC Section 609.9.

P4. Add a note to the plan "All plumbing fixtures that provide water for human consumption shall comply with the California lead-free law per section 116875 of the California health and safety code."

P5. Establishments engaged in the storage, preparation, selling, serving, processing, or other handling of food and beverage involving the following equipment shall provide indirect waste piping for refrigerators, refrigeration coils,

freezers, walk-in coolers, iceboxes, ice-making machines, steam tables, egg boilers, coffee urns and brewers, hot and cold drink dispensers, and similar equipment. CPC 801.3 show compliance in the sanitary waste and vent plan.

P6. Provide details for plumping piping penetration through fire rated wall, floor, and roof/ceiling assemblies to have the annular space between the pipe and the wall with materials that will prevent the passage of flames or hot gases as tested in accordance with ASTM E 814 or UL 1479, per CBC 714.3.1.2.

P7. Add a note to the plan "Coordinate with city officials for the trash enclosure location so that the allowable space for truck service is appropriate."

P8. Provide the details of the trash enclosures. Clarify that wash-off hose Bibb is provided for trash enclosures.

P9. Provide a trapped and vented floor drain and water if required.

P10. Provide calculation table for required gas line capacity.

P11. Provide a complete riser diagram for the gas system. The riser diagram shall indicate all of the appliances/equipment being served, the pipe sizes, and the hourly volume (CFH) of gas on each leg of pipe. (CPC 101.5.3; 103.2.2)

P12. Provide a letter from the gas company stating that they will deliver the desired pressure and volume of gas. (CPC 1216.6)

P13. An approved gas shut-off valve shall be installed immediately preceding each regulator. (CPC 1210.11) show in the plan.

P14. Please show on the plan that gas pressure regulator shall be vented to the outside of the building and shall terminate not less than 3 feet from a source of ignition. (CPC 1208.7.5.(1); CPC 1208.7.5(3))

P15. Provide floor and wall clean out detail.

P16. Provide complete riser diagrams for the sanitary and grease waste and vent systems. The waste system shall extend to the property line. The riser diagram shall show all the fixtures served, the pipe size, and the fixture unit count on each branch of pipe and Sud reliefs. (CPC 101.5.1; 101.5.3; 103.2.2)

P17. Provide seismic strapping for water heater per CPC section 507.2. Strapping shall be at points within the upper 1/3 and lower 1/3 of the heater's vertical dimension. At the lower point, a 4" minimum distance shall be maintained above the controls with the strapping.

P18. Add a note to the plan "The minimum water pressure supplied to the most remote fixture shall be not less than the requirements of that fixture and not less than 15 PSI, whichever is higher. (CPC 608.1)"

ELECTRICAL: [Reviewer; email@interwestgrp.com; phone]

E1. The index for electrical sheets listed on the title sheet doesn't match the electrical sheets provided in plan set. Please revise discrepancy.

E2. Sheet E2.1 Please show solar ready zone on roof and conduit pathway down to the electrical room. California Energy Code, Sec. 110.10(b), (c), (d)

E3. Sheet E4.2 The main service disconnect shall be marked permanently. CEC 230.70(B)

E4. Sheet E4.2 Please perform a short circuit calculation based on the utility company's maximum fault current available at project site to justify the 65k AIC rating specified. CEC 110.9, and 110.10

E5. Sheet E4.2 The main switchboard shall be legibly marked in the field with the maximum available fault current. The field marking shall include the date the fault-current calculation was performed. CEC 110.24(A)

E6. Sheet E4.2 Please show the service voltage rating on the single line diagram.

ENERGY COMPLIANCE:

Electrical Compliance: [Reviewer; email@interwestgrp.com; phone]

EE1. Please provide Title 24 energy compliance forms for indoor and outdoor lighting.

Mechanical Compliance: [Reviewer; email@interwestgrp.com; phone]

No comments in this section. RA. 11.18.2023.

Envelope Compliance: [Reviewer; email@interwestgrp.com; phone]
EC1. Please provide window schedule for the store front glazing requirements per the energy forms. Include the U and SHGC values with appropriate square footages.

EC2. Please mark all boxes (Page 2 of 6) on NRCC-SAB-E form. Additional comments may follow.

CalGREEN: [Reviewer; email@interwestgrp.com; phone]

CG1. Fill in the compliance check boxes for each section on the plan CalGREEN sheets. (Y or NA, Respon. Party)

CG2. Provide a construction waste management plan per CGBSC Section 5.408.1. Coordinate with City of Wildomar requirements. **Note this on the cover sheet of the plans as written.**

STRUCTURAL: [Reviewer; email@interwestgrp.com; phone]

S1. Sheet S-1:

A. Geotechnical Investigation Report/Soils Report: The proposed project requires the Geotechnical Investigation Report/Soils Report. Provide and submit it for next recheck. Provide and show the job/project number and information for the geotechnical investigation report/soils report on structural plan.

B. Geotechnical Investigation Report/Soils Report: Foundation plans and all related construction drawings, details, and documents should be reviewed by soils/geotechnical engineer. Verify that recommendations of the geotechnical investigation report/soils report are incorporated into drawings.

- Provide final approval letter from soils/geotechnical engineer with no exceptions taken.

C. Anchorage Connection: Where tension anchor reinforcement is used in lieu of concrete breakout calculations, dimension and detail the reinforcement per ACI 318 Chapter 17 and Fig. R174.2.9 as follows:

1. Provide anchor reinforcement in the direction of the load. (R17.3.2.1, Fig R17.4.2.9)
2. Provide and dimension anchor reinforcement at a distance less than or equal to 0.5hef from the anchor or anchor group. (Fig R17.4.2.9)
3. Develop and dimension the reinforcement on both sides of the breakout surface per the requirements of ACI Chapter 25. (17.4.2.9)
4. Where hooked (bent) bars are used, detail standard hooks per ACI 318 Section 25.3. Do not include the hooked bars in the development length. (ACI 318 Fig. R25.4.3.2a&b)

[END]

Plan Review Letter Example - Retail Store

Only the General Comments are shown in the example below for the sake of saving space. The full Plan Review Letter Example is available upon request.

December 14, 2023

CITY OF XXXXXX - FIRST REVIEW
Permit No: XXXXX
Interwest No.: xxxxxxxxx

Mr./Ms. Name, Title
Company
Address1
Address2
email@email.com

Plan Review: **NEW INDUSTRIAL HUB BLDG**
Address:

Interwest Consulting Group has completed a **first code compliance review** of the following documents:

1. Drawings: PDF of following:
   a. A-A0-100 through A-A3-426 dated 11/22/23 by FISHER CONSTRUCTION GROUP.
   b. G-A0-001 through G-A0-502 dated 11/22/23 by FISHER CONSTRUCTION GROUP.
   c. S-A0-001 through S-A3-412 dated 11//22/23 by FISHER CONSTRUCTION GROUP.
   d. H-A0-001 through H-A3.2-400 dated 11/22/23 by AE Group Mechanical Engineers.
   e. P-A0-001 through P-A3.2-400 dated 11/22/23 by AE Group Mechanical Engineers.
   f. E-A0-1.00 through E-A0-27.0 dated 11/22/23 by BARNUM & CELILLO.
   g. R-A0-001 through RQ-A0-601 dated 11/22/23 by INOVATIVE REFRIGRATION SYSTEMS, INC.

2. Structural Calculations: PDF dated 11/22/23 by PMS Consulting Engineers.

3. Energy Compliance Documentation: PDF dated 11/22/23 by AE Group Mechanical Engineers.

The applicable provisions of the 2022 California Building Standards Code were used as the basis of this review. **Plan review comments follow on the attached list.**

Please submit an itemized response letter with **complete and revised** documents directly to the City of xxxxxx Building Department.

Sincerely,

INTERWEST CONSULTING GROUP

Plans Examiner	Engineer	Engineer	Engineer
ICC Plans Examiner	MEP Engineer	Senior Engineer	Structural Engineer

1 Jenner Suite 160
Irvine, CA 92618
714.899.9039
INTERWESTGRP.COM

PROJECT DATA:

Occupancy Group:	Area (sq. ft.):
S-1/F-1	**827,873 S.F. BLDG A**
Total Area:	**827,873 S.F.**
Building Height:	**49 '**
Building Stories:	**1**
Type of Construction:	**II-B**
Occupant Load:	**2030**
Sprinklered:	**Y**
Valuation:	**$ 78,797,425**

Wildland Urban Interface (WUI) Fire Area?	**N**
Flood Zone:	**AE**

Risk Category:	**II**
Site Class (seismic):	**TBD-See Comments**
Seismic Design Category:	**TBD-See Comments**
Special Wind Region:	**N**
Snow Loads:	**Y**

GENERAL COMMENTS:

G1. The following plan review documents are based on the **City of xxxxxxx** Building Regulations. The following comments reference the 2022 California Building Standards Code as amended by the **City of xxxxxx** unless otherwise noted.

G2. Please respond in writing to each plan review comment by marking this comment list or creating a response letter. Indicate which detail, specification, or calculation shows the requested information. At minimum, the following should be included with each plan review response:

- Page / sheet number(s), detail / specification number(s), etc., and include all applicable code section(s).
- Briefly explain in writing how the design is intended to comply with the applicable code sections.
- Please provide a narrative of revisions made outside the plan review comments.

Complete and clear responses will expedite the re-check of this project.

G3. Please be sure to include on the re-submittal the architect's and /or engineer's stamp, signature, date of signature, and registration number on all sheets of plans depicting structural designed elements and cover sheets of calculations. CBPC 5536.1 and 6735.

PLAN REVIEW COMMENTS:

BUILDING AND LIFE SAFETY: [Reviewer; email@interwestgrp.com; phone]

A1. Provide approval, from Planning, Fire Public works, Health Department, and all applicable public agencies.

A2. Please provide check the listed occupancy group, as it appears to have F-1 occupancy. Justify why S-1 occupancy is being used, while there is food processing in some areas of the HUB.

A3 Please indicate the fire sprinkler type and status and number of stories for the proposed structure.

A4. Please list all the items which will require deferred submittal.

A5. Please provide complete egress analysis, including common path of egress, exit access, required exit width, and required number of exits. Please clearly demonstrate and show on the egress plan all the above items.

A6. Please ensure that all exits serving more than 50 occupants are to swing in the direction of travel.

A7. Please check all exit doors hardware and ensure that they fully comply with the requirements of chapter 10, particularly leachable doors, which serve more than 50 Occupants.

A8. Please indicate on plans that high pile storage racks are under separate review and approval.

A9. Please check for any requirements occupancy separation, between the dry charging room and the warehouse area, based on the occupancy group requirements.

A10. Please check for any requirements occupancy separation, between the battery charging room and the warehouse area, based on the occupancy group requirements.

A11. Please provide construction details for the T-bar ceiling installation and ensure full compliance with the requirements of the 2022 CBC and ASCE7-16.

A12. Please check safety glazing requirements, for all glazing which is in hazardous locations as specified in chapter 24 of the CBC.

A13. Please provide architectural information and details for all proposed canopy roofs and metal decks.

A14. Add note to plans: The load resistance of glass under uniform load shall be determined in accordance with ASTM E1300.

A15. Applications for which no permit is issued within 180 days following the date of application shall automatically expire. Note on plans.

A16. Every permit issued shall become invalid unless work authorized is commenced within 180 days after its issuance or if the work authorized is suspended or abandoned for a period of 180

A17. Please check any requirements for additional ventilation for the battery charging area and dry charging area.

A18. Please check draft stop requirements for ceiling areas above the high pile racks. Provide details and information.

A19. Please show the stairs tower on the main floor plan.

A20. Please provide 42" guardrails for all stairs landing which a height of over 30" above adjacent grade. Show construction details.

A21. Every assembly area shall have the occupant load posted in a conspicuous place near the main exit of the room, per CBC 1004.3.

A22. Note on plans that exterior building signage shall be submitted and permitted separately.

A23. Plans shall specify exit doors are openable from the inside without the use of a key, special knowledge or effort. (CBC 1010.1.9.3).

A24. **Provide the following notes on plan** per RMI 1.4.1. The owner shall maintain the structural integrity of the rack system by assuring proper operational, housekeeping, and maintenance procedures, but not limited to, the following:

a) Prohibit any overloading of any pallet positions and of the overall rack system.
b) Regularly inspect for damage. If damage is found, immediately unload the affected area and replace or repair any damaged columns, beams, or other structural components.
c) Require all pallets to be maintained in good, safe, operating condition.
d) Ensure that pallets are properly placed onto pallet load support members in properly stacked and stable position.
e) Require that all goods stored on each pallet be properly stacked and stable.
f) Prohibit double stacking of any pallet position, including the topmost position, unless the rack system is specifically designed for such loading.
g) Ensure that the racks are not modified or rearranged in a manner not within the original design configuration.

A25. Provide an approved High Pile Permit from the Fire Department.

A26. Note on the plans: All rack installation and racks manufactured in conformity with the code shall display in one or more conspicuous locations a permanent plaque each not less than 50 square inches in area and showing the maximum permissible unit load in clear, legible print. (RMI 1.4.2)

SITE ACCESSIBILITY: [Reviewer; email@interwestgrp.com; phone]

Sheet A-A0-101

SA1. Under PROJECT DATA, please make a distinction between EV Capable Spaces and EVCS.

SA2. EVCS complying with Section 11B-812 shall be provided in accordance with Section 11B-228.3.2 for each combination of charging level and EV connector type integral to the EV charger. Each combination of charging level (such as: AC Level 1, AC Level 2, DC Fast Charge) and EV connector type shall be considered as a facility. Where EVCS are provided in more than one facility on a site, the number of EVCS complying with Section 11B-228.3.2 provided on the site shall be calculated according to the number required for each facility. [CBC 11B-228.3.2]

SA3. Where EVCS are provided for public use or common use, EVCS complying with Section 11B-812 shall be provided in accordance with Table 11B-228.3.2.1. [CBC 11B-228.3.2.1] Indicate the number of Van Accessible, Standard Accessible, and Ambulatory EVCS provided.

SA4. Parking spaces complying with Section 11B-502 that serve a particular building or facility shall be located on the shortest accessible route from parking to an entrance complying with Section 11B-206.4. Where parking serves more than one accessible entrance, parking spaces complying with Section 11B-502 shall be dispersed and located on the shortest accessible route to the accessible entrances. In parking facilities that do not serve a particular building or facility, parking spaces complying with Section 11B-502 shall be located on the shortest accessible route to an accessible pedestrian entrance of the parking facility. [CBC 11B-208.3.1]

SA5. Please provide notes and specifications for accessible routes:

a. The running slope of walking surfaces shall not be steeper than 1:20. The cross slope of walking surfaces shall not be steeper than 1:48. [CBC 11B-403.3]
b. The clear width for sidewalks and walks shall be 48 inches minimum. [CBC 11B-403.5.1]
c. Floor and ground surfaces shall be stable, firm and slip resistant. [CBC 11B-302.1]
d. Changes in level of 1/4 inch high maximum shall be permitted to be vertical and without edge treatment. Changes in level between 1/4 inch high minimum and 1/2 inch high maximum shall be beveled with a slope not steeper than 1:2. [CBC 11B-302.2-3]
e. Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path. [CBC 11B-307.2]
f. Vertical clearance shall be 80 inches high minimum. [CBC 11B-307.4]

SA6. At least one accessible route shall connect accessible buildings, accessible facilities, accessible elements and accessible spaces that are on the same site. [CBC 206.2.2] Please identify the accessible routes throughout the site plan.

SA7. Please provide details of the accessible EVCS and show compliance with CBC 11B-812.

Sheet G-A0-402

SA8. On detail 24: Where the turning space has one entrance/exit point other than the sloped ramp segments, detectable warnings shall be 36 inches deep, as measured perpendicular to the curb, and the turning space

Plan Review Letter Example - Major Commercial Tenant Improvement Project

April 17, 2024

CITY OF XXXXXX - FIRST REVIEW
Permit No: XXXXX
Interwest No.: xxxxxxxxx

Mr./Ms. Name, Title
Company
Address1
Address2
email@email.com

Plan Review: **Tenant Improvement**
Address:

Interwest Consulting Group has completed a **first code compliance review** of the following documents on behalf of the **City of xxxxxxx**:

1. Drawings: Digital copy of following:
   a. A0.01 dated 04/03/2024 by Symmetry 8 Studio.
   b. A0.10 through A0.13, A0.20 through A0.23, A0.30, A0.40 dated 03/26/2024 by Symmetry 8 Studio.
   c. A1.01, A1.02, A3.01, A3.02, A4.01, A4.02, A5.01, A5.02, A5.03, A5.04, A6.01, A6.02, A7.00, A7.01, A8.00, A8.01, A9.00, A9.01 dated 03/26/2024 by Symmetry 8 Studio.
   d. S001, S200 through S202, S300 through S302 10/18/2023 by MYB Engineers.
   e. E-0.1, E-2, E-7 through E-7.2, E-8 through E-8.2, E-9 through E-22 dated 03/26/2024 by Engineering Resources.
   f. M-1.1 through M-1.3, M-2.3 through M-2.6, M-3, M-4.1, M-4.2, M-5.1, M-5.2, M-6, M-7.1, M-7.2 dated 03/26/2024 by Engineering Resources.
   g. P-1, P-2.3, P-2.4 dated 03/26/2024 by Engineering Resources.

2. Structural Calculations: Dated 3/26/24 by MYB Engineers.

3. Energy Compliance Documentation: Attached to set dated 03/26/2024 by Engineering Resources Electrical.

The applicable provisions of the 2022 California Building Standards Code were used as the basis of this review. **Plan review comments follow on the attached list.**

Please submit an itemized response letter and three (3) complete copies and revised documents directly to City of xxxxxx Building Division.

Sincerely,

INTERWEST CONSULTING GROUP

Plans Examiner
ICC Plans Examiner

Plans Examiner
ICC MEP Plans Examiner

1500 S. Haven Ave | Suite 220
Ontario, CA 91761

909.295-3142

INTERWESTGRP.COM

PROJECT DATA:

Occupancy Group:	Area (sq. ft.):
B	**71,195**
A3	**1,376**
Total Area:	**72,571**
Building Height:	**65'**
Building Stories:	**2**
Type of Construction:	**III-N**
Occupant Load:	**485**
Sprinklered:	**Y**
Valuation:	**$3,500,000 (stated)**

Risk Category:	**II**
Site Class (seismic):	**D-default**
Seismic Design Category:	**D**
Special Wind Region:	**N**
Snow Loads:	**N**

GENERAL COMMENTS:

G1. The following plan review documents are based on the **City of xxxxxxxxx** Building Regulations. The following comments reference the 2022 California Building Standards Code as amended by the **City of xxxxxxxx** unless otherwise noted.

G2. Please respond in writing to each plan review comment by marking this comment list or creating a response letter. Indicate which detail, specification, or calculation shows the requested information. At minimum, the following should be included with each plan review response:

- Page / sheet number(s), detail / specification number(s), etc., and include all applicable code section(s).
- Briefly explain in writing how the design is intended to comply with the applicable code sections.
- Please provide a narrative of revisions made outside the plan review comments.

Complete and clear responses will expedite the re-check of this project.

G3. Please be sure to include on the re-submittal the architect's and /or engineer's stamp, signature, date of signature, and registration number on all sheets of plans depicting structural designed elements and cover sheets of calculations. CBPC 5536.1 and 6735.

PLAN REVIEW COMMENTS:

BUILDING AND LIFE SAFETY: [Reviewer; email@interwestgrp.com; phone]

Sheet A0.01:

A1. The second Drawing A5.03 in the index shall be corrected to reflect Drawing A5.04. Please review and revise.

A2. Type of construction should be III-B and not III-N.

Sheets A1.01 & A1.02:

A3. **Show all required** fire extinguisher locations on the Floor Plan per code and local fire department requirements. Specify the size of the units to be installed. [CBC tables 906.3(1) & 906.3(2)].

A4. **Doors:** Show and clarify that the doors equipped with a key operated locking device shall have a readily visible, durable sign posted on the egress side adjacent to the door stating: "THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED". The sign shall have one-inch-high letters on a contrasting background. ***[CBC 1010.2.4]***

Sheet A9.01:

A5. Provide a compression strut at the lateral brace point to resist the vertical component induced by the bracing wires.

A6. Add the following notes to detail 01:

a. A heavy-duty T-bar grid system shall be used.

b. For ceiling area exceeding 1000 sf, horizontal restraint of the ceiling to the structural system shall be provided. The tributary areas of the horizontal restraints shall be approximately equal.

c. Except where rigid braces are used to limit lateral deflections, sprinkler heads and other penetration shall have a 2-inch oversized ring, sleeves, or adapter through the ceiling tile to allow for free movement of at least 1 inch in all horizontal directions.

d. Light fixtures must be positively attached to the suspended system. Attached device must be able to withstand 100% of the fixture weight. If light fixture is 56 pounds or less, must have two 12-gauge wires attached at diagonal corners. If more than 56 pounds, must be independently supported from the building structure.

e. Changes in ceiling plan elevations shall be provided with positive bracing.

f. Cable tray and electrical conduits shall be supported independently of the ceiling.

g. Expansion joints shall be provided in the ceiling at intersections of corridors and at junctions of corridors and lobbies or other similar areas.

h. Show locations of the fixed side and floating side on the plans.

SITE ACCESSIBILITY: [Reviewer; email@interwestgrp.com; phone]

Sheet A0.30

SA1. Detectable warning surfaces shall be yellow and approximate FS 33538 of SAE AMS-STD-595A. [CBC 11B-705.1.1.3.1]

ACCESSIBILITY: [Reviewer; email@interwestgrp.com; phone]

Sheet A0.40

AC1. Separate toilet facilities shall be provided for each sex. [CPC 422.2] Geometric symbols complying with Section 11B-703.7.2.6 shall be provided at entrances to toilet and bathing rooms. [CBC 11B-216.8.1]

Sheet A5.01

AC2. An assistive listening system shall be provided in assembly areas, including conference and meeting rooms. [CBC 11B-219.2]

The minimum number of receivers to be provided shall be equal to 4 percent of the total number of seats, but in no case less than two. Twenty-five percent minimum of receivers provided, but no fewer than two, shall be hearing-aid compatible in accordance with Section 11B-706.3. [CBC 11B-219.3]

Each assembly area required by Section 11B-219 to provide assistive listening systems shall provide signs informing patrons of the availability of the assistive listening system. The sign shall include wording that states "Assistive-Listening System Available" and shall be posted in a prominent place at or near the assembly area entrance. Assistive listening signs shall comply with Section 11B-703.5 and shall include the International Symbol of Access for Hearing Loss complying with Section 11B-703.7.2.4. [CBC 11B-216.10]

Sheet A3.01

AC3. Please provide existing and demolition plans for review.

AC4. Please show the maneuvering clearance templates at each door in accordance with CBC Table 11B-404.2.4.1.

MECHANICAL: [Reviewer; email@interwestgrp.com; phone]

M1. Sheet M-1.2

A. Please modify point number 7 with the California green note. provide regularly occupied areas of the building with air filtration media for outside and return air that provides at least a Minimum Efficiency Reporting Value (MERV) of 13.

B. At the time of rough installation and during storage on the construction site until the final startup of the heating cooling and ventilation equipment, all duct and other related air distribution component openings shall be covered with tape, plastic, sheet metal, or other methods acceptable to the enforcing agency to

reduce the amount of dust, water or debris which may enter the system (Cal Green 5.504.3). Note to be added to the plan.

C. The Heating and cooling duct system should be sized in accordance with one of the recognized methods of ASHRAE, ACCA, or other approved methods. A statement should be included in the plans that one of the above methods has been used to size the duct system. Section 601.2 of the CMC.

D. Ductwork shall be leak tested in accordance with SMACNA HVAC air duct leakage test manual SEC.603.10.1.

E. Provide duct-type smoke detectors in the supply air ducts in every air conditioning system supplying more than 2,000 cfm.

M2. Sheets M-2.3, M-2.4

A. Please provide a building air balance table for the Area, Supply air, return air, outside air, Exhaust air, and pressurization.

B. please show the manual volume dampers at all supply terminal branches.

C. Please show all fire and smoke-rated walls and ceilings on mechanical plans. (CBC 705 through 711). Please provide a detailed drawing showing duct penetration through fire-rated walls.

D. please provide the CFM for all supply and return air grills. Some of the CFM are missing.

E. wrap concealed ducts with fiberglass duct insulation wrap (all supply ducts to have vapor barrier). all new supply and return duct insulation within the building to have a minimum 8.0 R-value.

M4. Sheets M5.1, M-5.2

A. Please provide seismic restraints to all ductwork, pipes, and equipment support in accordance with the latest SMACNA guideline for seismic restraint of mechanical systems. Suspended equipment shall be provided with seismic anchorage and isolation supports.

PLUMBING: [Reviewer; email@interwestgrp.com; phone]

P1. Sheets P-2.3, P-2.4

A. Limitation of Hot Water Temperature for Public Lavatories. Hot water delivered from public-use lavatories shall be limited to a maximum temperature of 120°F (49°C) by a device that is in accordance with ASSE 1070 or CSA B125.3. CPC 407.3.

B. new or repaired potable water systems shall be disinfected prior to use where required by the Authority Having Jurisdiction. The method to be followed shall be that prescribed by the Health Authority or as prescribed by CPC 609.9(1) through (4).

C. Instantaneous water heaters with an input rating greater than 6.8 kBTU/hr (2kW) shall have isolation valves on both the cold-water supply and the hot water pipe leaving the water heater, and hose bibs or other fittings on each valve for flushing the water heater when the valves are closed. (Title 24 Part 6, 110.3(c).7).

D. Provide details of typical pipe hangers and supports used for this project. CPC Table 313.3

E. Domestic water pipe shall be tested per CPC 609.4. Drainage and vent pipe shall be tested per CPC 712.0 and bleeding sewer per CPC 723.0.

ELECTRICAL: [Reviewer; email@interwestgrp.com; phone]

E1. Sheet E-2

A. All new circuit breakers should match the existing type and have the highest A.I.C. rating.

B. Provide a note on single-line diagrams that all lugs shall be rated for a minimum 75-degree F.

C. Arc flash hazard warning label on the switchboard shall be provided in accordance with CEC 110.16.

E2. Sheets E-7 to E-8.2

A. Energy Code 130.0(c) requires the manufacturer's cut sheets to be provided with the plans to justify the installed wattages claimed on the forms for all LED fixtures (also see Table F, footnote 2). Provide cut sheets on the plan sheets or separate documents submitted for plan check verification.

B. All emergency and exit lights shall be provided with a minimum 90-minute rated capacity of emergency battery under full load. CBC 1008.3.4 & CEC 700.12.C.

C. Add a note to the plans - Test for illumination and exit signs, including directional exit signs powered by either the normal premises wiring or any additionally required emergency systems shall be conducted in the presence of the building inspection staff to ensure compliance. The test times for emergency systems shall be arranged in advance and all staffing costs associated with either pre-hours or after-hours shall be paid at this time. The testing and approval of such systems shall occur before issuing a Temporary Certificate of Approval or final approval of the project. Approved Date: _____ Approved By: _____.

E3. Sheets E-9 to E10

A. Kitchens or areas with a sink and permanent provisions for either food preparation or cooking all receptacles should be protected by GFCI. CEC210.8.B.2.

B. all garbage disposals shall also be GFCI-protected. CEC 210.8(B)(5).

C. All branch circuit penetrations through rated walls, floors, or ceilings shall be sealed with UL-listed and approved rated sealants/assemblies. perform penetrations such that a fire rating of the roof and/or walls is maintained.

D. Please provide an individual branch circuit for the microwave oven if required by the manufacturer's installation instructions. Provide another for the kitchen hood if the cord and plug are connected. CEC 422.16(B)(4).

E4. Sheets E-11, and E-12 Please show the rating of all disconnect switches on the plan or clarify with a note that all disconnect switches will match the breaker /switch size protecting the same branch circuit/feeder in the panel respectively. CEC 240.4; CEC 220.18(A).

E5. Sheets E-17, and E-18 Please clarify the GFI circuit in the load schedule if applicable.

ENERGY COMPLIANCE:

Electrical Compliance: [Reviewer; email@interwestgrp.com; phone]
EE1. Please provide the light fixture schedule to check the T-24.

Mechanical Compliance: [Reviewer; email@interwestgrp.com; phone]

EM1. No comments in this section.

Envelope Compliance: [[Reviewer; email@interwestgrp.com; phone]

No comments this section JFN April 10, 2024

CalGREEN: [Reviewer; email@interwestgrp.com; phone]

CG1. Construction waste shall be recycled per a construction waste management plan compliant with CGBSC Section 5.408.1. Recycle and/or salvage for reuse a minimum of 65% of the nonhazardous construction and demolition waste. Provide a note on the cover page that a construction waste management plan will be completed prior to final inspection. The plan shall also be coordinated with City requirements and procedures. **Also on sheet A0.13 this section is noted as "N/A" this should be Y.**

STRUCTURAL: [Reviewer; email@interwestgrp.com; phone]

Sheet S001
S1. Please include the design data in accordance with CBC 1603.1.

S2. Any existing gravity load-carrying structural element for which an alteration causes an increase in design dead, live or snow load, including snow drift effects, of more than 5 percent shall be replaced or altered as needed to carry the gravity loads required by the California Building Code for new structures. [CEBC 503.3] Please verify adequacy of the (E) steel web joists supporting the proposed steel beams.

Please contact the listed reviewers between 9:00 A.M. and 4:00 P.M., M-F, with any questions.

[END]

Plan Review Letter Example - New Single-Family Dwelling

June 5, 2024

CITY OF XXXXXXXXXXX- FIRST REVIEW
Permit No: X26-0
Interwest No.: xxx-

Mr./Ms. Name, Title
Company
Address1
Address2
email@email.com

Plan Review: **Residential (22 new SFD w/3 floor plans)**
Address:

Interwest Consulting Group has completed a **first code compliance review** of the following documents on behalf of the **City of xxxxxxxxx**:

1. Drawings: PDF files of following:
   a. A0.00 through D5.1 dated 05/02/2024 by WHA.
   b. SN1 through SD3 dated 04/24/2024 by GOUVIS Engineering.
   c. T24.1a through T24.MM dated 04/30/2024 by Pacific InterWest.
   d. P1.0 through P3.4 dated 04/24/2024 by 20/20 Plumbing & Heating, Inc.
   e. M0.0 through M3.1 dated 01/01/2024 by True Air Mechanical.

2. Structural Calculations: PDF file dated 04/24/2024 by GOUVIS Engineering.

3. Energy Compliance Documentation: PDF file, Title 24 Energy Report dated 04/30/2024 by Pacific InterWest, Energy Consultants.

4. Geotechnical Investigation: PDF files of following:

   a. Updated Geotechnical Report dated 03/15/2022 by GEOTEK.
   b. Change of Geotechnical Engineer of Record Letter dated 04/15/2022 by GEOTEK.

5. Miscellaneous Documents: PDF file of the following:

   a. Truss Package dated 05/01/2024 by Inland Empire Truss, Inc.

The applicable provisions of the 2022 California Building Standards Code were used as the basis of this review. **Plan review comments follow on the attached list.**

Please submit an itemized response letter, **complete revised** documents, and plans directly to City of xxxxxxxx

1500 S. Haven Ave | Suite 220
Ontario, CA 91761
909.295-3142
INTERWESTGRP.COM

Sincerely,

INTERWEST CONSULTING GROUP

Plans Examiner — Engineer
Plans Examiner — Civil Engineer

Plan 1

Occupancy Group:	Area (sq. ft.):
R3	**3,511**
Garage	**672**
Courtyard	**191**
Portico	**108**
Porch	**268**
Total Area:	**4,750**
Building Height:	**20'-10"**
Building Stories:	**1**
Type of Construction:	**VB**
Occupant Load:	**<10**
Sprinklered:	**Y**
Valuation:	**Not Listed**

Wildland Urban Interface (WUI) Fire Area?	**N**
Flood Zone:	**AE**

Risk Category:	**II**
Site Class (seismic):	**D**
Seismic Design Category:	**D**
Special Wind Region:	**N**
Snow Loads:	**N**

Plan 2

Occupancy Group:	Area (sq. ft.):
R3	**4,770**
Garage	**789**
Front Porch	**140**
Rear Porch	**247**
Total Area:	**5,946**
Building Height:	**28'- 4"**
Building Stories:	**2**
Type of Construction:	**VB**
Occupant Load:	**<10**
Sprinklered:	**Y**
Valuation:	**Not Listed**

Wildland Urban Interface (WUI) Fire Area?	**N**
Flood Zone:	**AE**

Risk Category:	**II**
Site Class (seismic):	**D**
Seismic Design Category:	**D**
Special Wind Region:	**N**
Snow Loads:	**N**

Plan 3

Occupancy Group:	Area (sq. ft.):
R3	**5,012**
Garage	**864**
Entry Porch	**97**
Rear Porch	**211**
Total Area:	**6,184**
Building Height:	**34'-2"**
Building Stories:	**2**
Type of Construction:	**VB**
Occupant Load:	**<10**
Sprinklered:	**Y**
Valuation:	**Not Listed**

Wildland Urban Interface (WUI) Fire Area?	**N**
Flood Zone:	**AE**

Risk Category:	**II**
Site Class (seismic):	**D**
Seismic Design Category:	**D**
Special Wind Region:	**N**
Snow Loads:	**N**

GENERAL COMMENTS:

G1. The following plan review documents are based on the **City of xxxxxxxx** Building Regulations. The following comments reference the 2022 California Building Standards Code as amended by the **City of xxxxxxxxx** unless otherwise noted.

G2. Please respond in writing to each plan review comment by marking this comment list or creating a response letter. Indicate which detail, specification, or calculation shows the requested information. At minimum, the following should be included with each plan review response:

- Page / sheet number(s), detail / specification number(s), etc., and include all applicable code section(s).
- Briefly explain in writing how the design is intended to comply with the applicable code sections.
- Please provide a narrative of revisions made outside the plan review comments.

Complete and clear responses will expedite the re-check of this project.

G3. Please be sure to include on the re-submittal the architect's and /or engineer's stamp, signature, date of signature, and registration number on all sheets of plans depicting structural designed elements and cover sheets of calculations. CBPC 5536.1 and 6735.

PLAN REVIEW COMMENTS:

BUILDING AND LIFE SAFETY: [Reviewer; email@interwestgrp.com; phone]

A1. Sheet A3.4.1, Sheet A3.6.1, Provide total building height on Exterior Elevations for Plan 3.

A2. Add note to plans: The load resistance of glass under uniform load shall be determined in accordance with ASTM E1300.

A3. Sheet SD1 Detail # 21 Reference detail to Foundation Plans.

A4. A minimum of 1" of airspace shall be provided between the insulation and the roof sheathing at the vent location per CRC R806.3. Add notes or detail.

A5. Note on the cover sheet of the plans that the installation of the PV system shall be completed prior to final inspection.

A6. Specify shower finish material. If applicable, specify fiber-cement, fiber-mat reinforced concrete, glass mat gypsum backers, or fiber-reinforced gypsum backers shall be used as a base for ceramic wall tiles in tub and shower areas as well as wall panels in shower areas, per CRC R702.4.2. **Green board shall not be used.** Note on plans.

A7. Sheet D1.1 Detail #1 Provide complete requirements for adhered veneer installation in plan set.

A8. Sheet D1.2 Provide complete information for type of building paper required. Provide exterior wall water resistive barrier notes and details. One layer of No. 15 asphalt felt, complying with ASTM D 226 for Type 1 felt, or another approved water-resistive barrier, is required for the exterior. Such material shall be applied horizontally, with the upper layer lapped over the lower layer not less than 2" and where joints occur, the material shall be lapped not less than 6 inches. Where applied over wood-based sheathing, a performance at least equivalent to two layers of Grade D paper is required. (R703.2, R703.7.3 CRC) Show on plans.

A9. Applications for which no permit is issued within 180 days following the date of application shall automatically expire. (R105.3.2 CRC) Note on plans.

A10. Every permit issued shall become invalid unless work authorized is commenced within 180 days after its issuance or if the work authorized is suspended or abandoned for a period of 180 days. A successful inspection must be obtained within 180 days. Note on plans. (R105.5 CRC)

A11. All emergency escape and rescue openings shall have a minimum clear opening of 5.0 square feet on first floor 5.7 square feet on second floor with a minimum net clear opening height of 24 inches and width of 20 inches, which shall be addressed on plans, per CRC R310.2.1. The bottom of the clear opening shall not be greater than 44 inches from the floor, per CRC R310.2.2. Note on plans and provide a detail.

A12. Provide safety glass for all windows adjacent to stairs and landings as required, per CRC R308.4.6.

A13. Roof covering for new construction shall be a Class A or Class B or Class C roof assembly. (R902.1 Amended CRC) Note on plans.

A14. Provide complete guard details, per CRC R312. Note on plans that spacing between the vertical pickets at Guards is less than 4" and open space at bottom of guard is less than 4", per CRC R312.1.3. Provide elevation.

A15. Provide manufacturer's data sheet for pre-manufactured fireplaces showing specifications and recommended installation standards. Provide U.L. listing for pre-manufactured fireplaces. 2022 CRC R1004.1. Provide manufacturer's data sheet for the proposed metallic flu vent showing specifications, recommended installation standards and U.L. listing. Provide fresh air intake unless the room is mechanically ventilated and controlled so that the indoor pressure is neutral or positive. 2022 CRC R1006.1.

A16. Sheet A0.00 Add Rancho Cucamonga Municipal Code to list of codes.

A17. Sheet D5.1 Detail #19 Provide detail title.

A18. Sheet D5.1 Detail F Provide Structural Calculations and details for guard. Reference to specific Structural details. Provide shop drawings for guard per note on detail.

MECHANICAL: [Reviewer; email@interwestgrp.com; phone]

M1. Sheet M0.0 Revise all code references to 2022 codes.

PLUMBING: [Reviewer; email@interwestgrp.com; phone]

P1. All hose bibs must have an approved anti-siphon device. (CPC 603.5.7) Note on plans.

P2. Domestic dishwashers require an approved dishwasher air gap fitting on the discharge side of the dishwasher. Listed air gaps shall be installed with the flood-level (FL) marking at or above the flood-level of the sink or drainboard, whichever is higher. (CPC 807.3) Note on plans.

ELECTRICAL: [Reviewer; email@interwestgrp.com; phone]

E1. Note on the plans that the branch circuit serving the garage receptacles shall not serve outlets outside of the garage. CEC 210.52(G)(1).

E2. Clothes dryers and electric ranges shall have a 4-wire grounded electrical outlet per CEC 250.140. Add notes as applicable. Electric range requires a minimum of 40-amp wire (#8 copper or #6 aluminum), per CEC 220-19.

E3. Provide location and size of electrical panel on the electrical plan. Provide grounding method.

E4. The California Business and Professions Code 5536.1 requires all persons preparing or being in responsible control of the plans shall sign the plans. Provide the appropriate designer's signature on the Load Calculations.

E5. Provide a separate circuit for the laundry equipment, note on the electrical plan.

E6. Provide a 120 V receptacle shall located within three (3) feet of water heater and shall be accessible to the water heaters with no obstructions per CEC 150.0(n).

E7. Sheet A3.2.1 Keynote 451 Remove reference to 'Approved'. Provide specific type and size of conduit required.

ENERGY COMPLIANCE: [Reviewer; email@interwestgrp.com; phone]

EC1. Provide U value of windows on plans, per the energy calculations.

EC2. The capacity of the kitchen hood exhaust shall comply with 150.0(o)1G iii b of the CEnC. The hood shall meet or exceed either the minimum airflow in accordance with Table 150.0-E of the minimum capture efficiency in accordance with the Table 150.0-E, and Table 150.0-G. Capture efficiency ratings shall be determined in accordance with ASTM E3087 and listed in a product directory approved by the Energy Commission. Please demonstrate the chosen method of compliance in the plan and include the CFM of the fan. The CFM of the kitchen hood is based upon the specification of the above noted table. Per the 2022 CEnC, **it is no longer the standard 100 CFM**. See Tables 150.0-E, and 150.0-G for compliance options. The hood shall exhaust directly to the outside. Revise plans.

EC3. The attic access panel shall be gasketed to prevent air leakage and have permanently attached insulation, per CEC 150.0(a) 2. Note on plans.

EC4. A lighting schedule shall be submitted to homeowners or occupants at the time of occupancy. This lighting schedule should describe all interior luminaires and lamps installed in the home. Note this on the plans.

EC5. Provide the following note on the drawings: "After installing wall, ceiling, or floor insulation, the installer shall make available to the enforcement agency or post in a conspicuous location in the building a

certificate signed by the installer stating that the installation is consistent with the plans and specifications. The certificate shall also state the manufacturer's name and material identification, the installed R-value.

EC6. Lighting in habitable spaces, including but not limited to living rooms, dining rooms, kitchens and bedrooms, shall have readily accessible wall-mounted dimming controls that allow the lighting to be manually adjusted up and down. Forward phase cut dimmers controlling LED light sources in these spaces shall comply with NEMA SSL 7A. Please demonstrate in the plan via symbol. (150.0(k)2F CEnC)

EC7. Note on the plans that all new lighting shall be high efficacy, per CEC 150.0(k)1A.

EC8. All outdoor lighting shall be controlled by a manual ON and OFF switch that does not override to ON and one of the following: Controlled by photocell and motion sensor, Photo control and automatic switch control, Astronomical time clock, or Energy management control system. Note on plans.

EC9. The electrical service panel shall have a reserved space to allow for the installation of a double pole circuit breaker for the future solar electric installation. Please provide an electrical panel layout that shall indicate the reserved space for the future photovoltaic system. (CEnC 110.10 (b)B 4(e))

EC10. Indicate in the plan a location reserved for routing of conduit for the solar zone. (CEnC 110.10 (b)B 4(c))

EC11. **The proposed SFR** shall comply with the requirements of the 2022 CEnC for electric readiness. (150.0 (t u and v) CEnC) The provided Sections refer to the requirements for heat pump space heaters, electric cooktops, and electric cloths dryers' readiness. Show on the plan how compliance shall be achieved.

EC12. The capacity of the bathroom exhaust shall comply with 150.0(o)1G iii b of the CEnC. The fan shall meet or exceed either the minimum airflow in accordance with Table 150.0-E of the minimum capture efficiency in accordance with the Table 150.0-E, and Table 150.0-G. Capture efficiency ratings shall be determined in accordance with ASTM E3087 and listed in a product directory approved by the Energy Commission. Please demonstrate compliance in in the plan.

EC13. All single-family residences that include one or two dwelling units shall meet the following. All electrical components shall be installed in accordance with the California Electrical Code: (150.0(s) CEnC) Indicate and note in the plan the following requirements for the future battery storage system: (150.0(s) CEnC)

a. A minimum backed-up capacity of 60 amps and a minimum of four ESS-supplied branch circuits, or A dedicated raceway from the main service to a panelboard (subpanel) that supplies the branch circuits in Section 150.0(2). All branch circuits are permitted to be supplied by the main service panel prior to the installation of an ESS. The trade size of the raceway shall be not less than 1 inch. The panelboard that supplies the branch circuits (subpanel) must be labeled "Subpanel shall include all backed up load circuits."

b. A minimum of four branch circuits shall be identified and have their source of supply collocated at a single panelboard suitable to be supplied by the ESS. At least one circuit shall supply the refrigerator, one lighting circuit shall be located near the primary egress and at least one circuit shall supply a sleeping room receptacle outlet.

c. The main panelboard shall have a minimum busbar rating of 225 amps.

d. Sufficient space shall be reserved to allow future installation of a system isolation equipment/transfer switch within 3 feet of the main panelboard. Raceways shall be installed between the panelboard and the system isolation equipment/transfer switch location to allow the connection of backup power source.

CalGREEN: [Reviewer; email@interwestgrp.com; phone]

CG1. A minimum of 65 percent of the construction waste generated at the site shall be diverted to recycle or salvage, per CGBSC 4.408.1. Note on plans. Verify requirements with City.

STRUCTURAL: [Reviewer; email@interwestgrp.com; phone]

S1. Provide a letter from the Geotechnical Engineer stating that the drawings (i.e. –the foundation plan, the grading plan, and all pertinent details) have been reviewed, and that the geotechnical report's recommendations are properly incorporated. Any exceptions noted by the Geotechnical Engineer are to be addressed prior to resubmittal.

S2. Sheets SN1 through SD3 - The set of plans shall not be marked "Not For Bid or Construction". See Professional Engineers Act Section 6735 (a). Please revise appropriately.

S3. Sheet SN1, General Notes & Requirements – Please provide/revise the following:

A. For clarity, please indicate "moderately corrosive" on the (Design Criteria or Reinforced Concrete) for concrete strength as per Geotechnical report recommendations.

B. Pre-manufacture **truss package** shall be reviewed and accepted by the Engineer of Record prior to submission to the building department. (See Minimum Quality, item #26.)

S4. Sheet SN1.1, Special Inspection – Please include Special Inspection for prefab shear wall, Simpson's Strong-Wall, ESR-2652, section 4.3.

Please contact the listed reviewers between 9:00 A.M. and 4:00 P.M., M-F, with any questions.

[END]

Plan Review Letter Example - Single-Family Dwelling Large Addition

March 14, 2025

CITY OF XXXXX - FIRST REVIEW
Permit No: X26-0
Interwest No.: xx26-

Mr./Ms. Name, Title
Company
Address1
Address2
email@email.com

Plan Review: **Residential - E 330sf patio conv. to JADU incl. N 25sf add. & N add. to E shop for N ADU w/porch; Residential - remodel 202sf portion of E SFD & Add Addit. 46sf**

Address:

Interwest Consulting Group has completed a **first code compliance review** of the following documents on behalf of the **City of xxxxx**:

1. Drawings: Two copies of following:
   a. A-1 through A-6 dated 10.17.2024 by D' Soto.
   b. S1.0 through S5.1 dated 02.15.2025 by Castillo Engineering.
   c. T24-1 through T24-2 dated 02.15.2025 by Title 24 Consultants.
2. Structural Calculations: Two copies dated 02.15.2025 by Castillo Engineering.
3. Energy Compliance Documentation: Two copies dated 02.15.2025 by Title 24 Consultant.
4. Geotechnical Investigation: None

The applicable provisions of the 2022 California Building Standards Code were used as the basis of this review. **Plan review comments follow on the attached list.**

Please submit an itemized response letter and three (3) copies complete and revised documents directly to City of xxxxx Building Division.

Sincerely,

INTERWEST CONSULTING GROUP

Plans Examiner
Architect/ ICC Certified Plans Examiner

Engineer
Structural engineer

1500 S. Haven Ave | Suite 220
Ontario, CA 91761
909.295-3142
INTERWESTGRP.COM

PROJECT DATA:

Occupancy Group:	Area (sq. ft.):
R3	**2,626**
U	**498**
Total Area:	**3,124 sf**
Building Height:	**15'-1" residence, 13'-2" ADU, garage=?**
Building Stories:	**1**
Type of Construction:	**VB**
Sprinklered:	**TBD- See comments**
Valuation:	**TBD- See comments**

Wildland Urban Interface (WUI) Fire Area?	**TBD-See comments**
Flood Zone:	**TBD- See comments**

Risk Category:	**II**
Site Class (seismic):	**D-default**
Seismic Design Category:	**D**
Special Wind Region:	**N**
Snow Loads:	**N**

GENERAL COMMENTS:

G1. The following plan review documents are based on the **City of xxxxxx** Building Regulations. The following comments reference the 2022 California Building Standards Code as amended by the **City of xxxxxxx** unless otherwise noted.

G2. Please respond in writing to each plan review comment by marking this comment list or creating a response letter. Indicate which detail, specification, or calculation shows the requested information. At minimum, the following should be included with each plan review response:

- Page / sheet number(s), detail / specification number(s), etc., and include all applicable code section(s).
- Briefly explain in writing how the design is intended to comply with the applicable code sections.
- Please provide a narrative of revisions made outside the plan review comments.

Complete and clear responses will expedite the re-check of this project.

G3. Please be sure to include on the re-submittal the architect's and /or engineer's stamp, signature, date of signature, and registration number on all sheets of plans depicting structural designed elements and cover sheets of calculations. CBPC 5536.1 and 6735.

PLAN REVIEW COMMENTS:

BUILDING AND LIFE SAFETY: [Reviewer; email@interwestgrp.com; phone]

A1. Clarify if the project is in a high fire hazard WUI zone or a flood zone. What is the valuation for the project? These information are for reference purposes.

A2. Clarify if there are existing fire sprinkler systems for the structures. Will the new ADU have fire sprinklers?

A3. Provide floor plan and elevations for the patio addition at the garage.

A4. JADU requires an internal connection to the existing residence. The proposed JADU does not show an interior connection. Revise.

A5. For gypsum board used as the backer or base for ceramic tiles or other non-absorbent finish materials in tub or shower areas, provide fiber-cement, fiber-mat reinforced cement, glass mat gypsum or fiber-reinforced gypsum backers such as Wonder-board, Hardi-backer, Dens shield or equivalent. Note requirement on plans. CRC section R702.4.2 and Table R702.4.2. This requirement applies to all new bathrooms or tubs/showers.

A6. On sheet A-2, shade the new angled wall at unpermitted walk in closet.

A7. For all new smoke alarms:

a. Per CRC section R314.3.1, smoke alarms shall be located at least 20'-0" from cooking appliances except for ionization smoke alarms with an alarm silencing switch or photoelectric alarms which shall be permitted to be installed 10'-0" or greater from cooking appliances .

b. Photoelectric smoke alarms shall be permitted to be installed more than 6'-0" from cooking appliances where the kitchen or cooking area and adjacent spaces have no interior partitions and the 10'-0" distances would prohibit the placement of a smoke alarm.

c. Re-locate alarm or note on plans to provide an ionization alarm with an alarm silencing switch or photoelectric alarm.

d. Re-locate smoke alarm in ADU near the kitchen, closer to bedroom.

A8. The attic vent calculation appears to neglect eave vent holes per un-numbered detail on sheet A3. Clarify and revise calculation as required to incorporate eave vents.

A9. On weep screed details, indicate the placement at 2" minimum above paved areas and 4" minimum above earth. CRC section R703.7.2.1.

A10. On elevation drawings or on weep detail, indicate the exterior cement plaster finish at 7/8” thick minimum, 3 coat system, applied over 2 layers of Grade D paper.

A11. Indicate the manufacturer and ICC report for the spray foam insulation at ADU (per energy report). Also note on details the insulation shall be applied in accordance with manufacturer's instructions and ICC report.

A12. For the residence with JADU, clarify new or existing crawlspace access. Provide calculations for crawlspace vents per CRC section R408.2. Openings for crawlspace ventilation shall be located within 3'-0" of corners. Coordinate vent locations with engineer. Any existing foundation vents which are blocked by the new addition shall be compensated for.

MECHANICAL: [Reviewer; email@interwestgrp.com; phone]

M1. On residence / JADU plan, clarify if the round AC in closet is supposed to be a water heater. Is make up air required?

M2. Show heat pumps on plans where applicable.

M3. Equipment which require an external source of electrical power shall be provided with the following per CMC section 301.4:

a. A readily accessible electrical disconnecting means within sight of the equipment that completely de-energizes the equipment.

b. A 120-V ac grounding type receptacle outlet on the roof adjacent to the equipment on the supply side of the disconnect switch.

M4. Indicate on plans to provide make up air for laundry closet in accordance with manufacturer's instructions. An opening in the door or by other approved means at least 100 square inches shall be provided for make-up air. CMC section 504.4.1.

PLUMBING: [Reviewer; email@interwestgrp.com; phone]

P1. Showers and tub/shower combinations shall be provided with individual control valves of the thermostatic mixing or pressure balance type. CPC section 408.3. Note requirement on plans.

ELECTRICAL: [Reviewer; email@interwestgrp.com; phone]

E1. For the required AFCI protected receptacle outlets in kitchen and laundry room/area, indicate on plans they are either listed GFCI/AFCI combination type outlets or comply with article 210-12(A)1-6. CEC articles 210-8 and 210-12.

E2. Show at least one GFCI protected outlet at kitchen island in residence / JADU.

E3. Per City policy, show on plans the location of the 225 minimum rated panel at the house./JADU or at separate service for the ADU.

E4. It appears the existing main panel is located at the main house. Per City policy, provide a load calculation to show both the house loads and the ADU loads, including future loads, can be supported by the existing house panel.

E5. Clarify if there are dishwashers in the residences. The outlet for dishwasher shall be in the space adjacent to the space occupied by the dishwasher per CEC article 422.16(B)(2). The outlet shall be GFCI protected. Show on plans if applicable.

ENERGY COMPLIANCE:

Electrical Compliance: [Reviewer; email@interwestgrp.com; phone]

EE1. Per 2022 Building Energy Efficiency Standards section 150(s):

Energy Storage Systems (ESS) ready. The new ADU shall meet the following requirements. All electrical components shall be installed in accordance with the California Electrical Code:

1. At least one of the following shall be provided:

a. ESS ready interconnection equipment with a minimum backed-up capacity of 60 amps and a minimum of four ESS-supplied branch circuits, or

b. A dedicated raceway from the main service to a panel board (sub-panel) that supplies the branch circuits in Section 150.0(s)(2). All branch circuits are permitted to be supplied by the main service panel prior to the installation of an ESS. The trade size of the raceway shall be not less than one inch. The panel board that supplies the branch circuits (sub-panel) must be labeled "Sub-panel shall include all backed-up load circuits."

2. A minimum of four branch circuits shall be identified and have their source of supply collocated at a single panel board suitable to be supplied by the ESS. At least one circuit shall supply the refrigerator, one lighting circuit shall be located near the primary egress, and at least one circuit shall supply a sleeping room receptacle outlet.

3. The main panel board shall have a minimum busbar rating of 225 amps.

4. Sufficient space shall be reserved to allow future installation of a system isolation equipment/transfer switch within 3 feet of the main panel board. Raceways shall be installed between the panel board and the system isolation equipment/transfer switch location to allow the connection of backup power source.

EE2. For the new ADU, clarify if there are gas appliances installed. If applicable, it will trigger electric ready requirements, such as heat pump space heater, electric cooktop and electric clothes dryer. Clarify at ADU.

Mechanical Compliance: [Reviewer; email@interwestgrp.com; phone]

EM1. Indicate on plans the location of the whole house indoor air quality fan and to provide a label at a readily accessible control switch which reads "Fan to be left on for indoor air quality" or in similar wording.

EM2. Indicate on plans to provide the following components for future heat pump water heater per CEnC section 150(n):

i. Provide a designated 2.5' x 2.5' and 7' high space suitable for installation of a heat pump WH.

ii. If the designated space is within 3' from the water heater, provide a dedicated 125v, 20 amp electrical receptacle that is connected to the electrical panel with a 120/240 volt 3 conductor, 10 AWG copper branch circuit, accessible to the WH with no obstructions.

iii. Both ends of the unused conductor shall be labeled with the word "spare" and be electrically isolated. Also provide a reserve single pole circuit breaker for the branch circuit mentioned and labeled "Future 240V Use".

iv. A condensate drain that is no more than 2" higher than the base of the installed water heater and allows natural draining without pump assistance,

If the designated space is more than 3' from water heater, provide the following:

v. A dedicated 240 volt branch circuit shall installed within 3' from the designated space. The branch circuit shall be rated at 30 amps min. The blank cover shall be identified as "240V ready".

vi. The main electrical service panel shall have a reserved space to allow for the installation of a double pole circuit breaker for a future HPWH. The reserved space shall be permanently marked "For future 240V use".

vii. Either a dedicated cold water supply or the cold water supply shall pass through the designated HPWH location just before reaching the gas water heater.

viii. The hot water supply pipe coming out of the gas water heater shall be routed first through the designated HPWH location before serving any fixtures.

viiii. The hot and cold water piping in the designated HPWH location shall be exposed and readily accessible for future installation of an HPWH. A condensate drain ≤ 2 inches above the base of the installed water heater to allow for natural drainage

Envelope Compliance: [Reviewer; email@interwestgrp.com; phone]

EC1. Indicate on plans the new R15 wall insulation shall be the high performance type, no compressed fit is allowed.

EC2. It appears the JADU has a separate energy report from the main residence, which requires spray foam insulation. Is this the intent?

EC3. Attic access panels shall have permanently attached insulation using adhesive or mechanical fasteners. The access shall be gasketed to prevent air leakage. Note on plans. CEnC section 150.0(a)3.

CalGREEN: [Reviewer; email@interwestgrp.com; phone]

CG1. Incorporate the Cal Green Mandatory Measures Checklist published by the AIA or from other sources into construction documents. Make sure all applicable measures are checked off, otherwise the checklist will be "incomplete". Verify with the building department if the city has its own Green Building checklist.

STRUCTURAL: [[Reviewer; email@interwestgrp.com; phone]

S1. Sheet A-2: Existing residence floor plan calls out existing 300 sf of permitted wood patio to be converted into JADU. However, it appears an existing TV room already exists at this location. Clarify whether this room has already been permitted.

S2. Sheet S1.2, Detail 2: It appears holdown anchorage design is trying to replicate Simpson PAB's. Either review plate washer size and thickness to match those provided by Simpson or provide calculations justifying adequacy of plate washer size shown.

S3. Sheet S2.0:

A. Foundation plan:

1. Detail 1/S3.1 with epoxy hold down is proposed along shear wall X5.1 per key plan, the net uplift appears to be 2.79kips. Submit calculation to show the epoxy anchors to existing foundation is adequate. Per ACI 318-19 section 17.10.5.3(d), anchors should be designed for worst-case strength level (LRFD) tension, with seismic loading amplified by the overstrength factor. Review and revise. Please note epoxy hold downs anchor has minimal capacity and might not work on this case.

2. Specify the min. required size of the foundation with size and reinforcement callout on plans for all unpermitted legalizing structure to be verified in field by the inspector. No foundation size is provided for foundation under walk in closet at master bedroom. Similarly show those for rear porch and TV room next to porch which is been legalized.

3. Call out a detail on foundation plan to show the connection of new foundation to existing foundation. Where there is an intent to legalize the structure show the connection detail to verify in field between the unpermitted footing and existing foundation.

S4. Sheet S2.1:

A. Roof framing plan:

1. Show all the structural element sizes; connection detail, where a TV room of 146 sf is being legalized. Complete structural plan with complete load path should be shown on plans since inspector needs to verify all these on filed from roof to foundation.

2. Show all the structural element, size, connection detail where rear patio is been of 46sf is being legalized. Complete structural plan with complete load path should be shown on plans to be verified in field from roof to foundation.

3. Where unpermitted WIC was built an exterior wall was opened to create new opening. Specify the required size of beam or header.

4. 2x8 ridge board is proposed to support the rafter provide calculation to show the rafters to ceiling joist connection per detail 1/S5.0 is adequate.

5. Submit detail 5/S5.1 called out at new main house TV room, show shear transfer from existing roof to new shear wall.

6. Detail 2/S5.1 called out adjacent to master bedroom wall, where new shear wall is proposed under the existing roof, update shear transfer detail since no roofing is removed clarify the application of edge nail without removing roofing.

S5. Sheet S2.3:

A. Provide continuity ties at the diaphragm's reentrant corners and/or out-of-plane offsets, top plate breaks, truss breaks, attached accessory structures, pop up or out building sections, and at the corners of openings in the diaphragm. Please refer to ASCE 7-16, §12.1.3 ("All parts of the structure…interconnected…"); §12.8.4 (Horizontal Distribution of Forces) and § 12.10. See also SDPWS §4.1.4 (Deformation requirements) and §4.2.6 ("…sheathing shall not be used to splice boundary elements."); etc. Straps are warranted at, but not limited to, the following locations:

- Re-entrant corners at small covered porch (E-W direction).
- It appears existing building diaphragm is being used to resist lateral loading for large covered porch in the N-S plan direction. Provide tie between covered porch diaphragm and building diaphragm for load transfer. See p.71 of calculations.

S6. Sheet S2.4:

A. Foundation plan: Provide and reference detail for interface between new patio slab on grade and existing foundation.

B. Roof framing plan:

1. Detail 4/S1.3 provided does not appear to be applicable for connection between wood beam and HSS column. Review and revise.

2. Provide and reference details addressing lateral force transfer between new patio and existing garage roof diaphragms in E-W plan direction. Clarify whether ties will be required.

3. It appears existing garage shearwall will be used for lateral force resistance at patio porch roof in the N-S plan direction. See Detail 12/S5.1 Provide supporting calculations verifying the adequacy of existing shearwall for this additional lateral demand. Specify on plan

assumed shearwall length, type, and holdowns required. Provide note on plan indicating existing shearwall and holdowns shall be verified in field.

S7. Sheet S3.0, Detail 11: New footings should not surcharge existing foundation. Provide a note clarifying bottom of new footing shall match or exceed that of the existing foundation.

S8. Sheet S3.1:

A. Detail 2: Provide positive connection between existing and new footing.

B. Detail 8:

1. Specify total number of #4 ties as required per Simpson.

2. Provide dimension as required per manufacturer for all tie reinforcing shown on plan view.

C. Detail 12: Specify gap between plywood sheathing and top of concrete.

S9. Sheet S3.2:

A. Detail 4: Provide calculations for post-installed holdown anchors. Per ACI 318-19 section 17.10.5.3(d), anchors should be designed for worst case strength level (LRFD) tension, with seismic loading amplified by the overstrength factor.

B. Detail 10: Specify minimum pedestal width required.

C. Detail 11:

1. It appears special cantilevered column (R=2.5) is used on this project. Provide calculations for base plate anchorage per Section D2.6 of AISC 341-16. See AISC 341-16 section E6.6b. Note that minimum base plate strength shall not be less than those determined using overstrength factor.

2. Clarify which base plate per Detail 12 will be used for patio column.

S10. Sheet S5.0:

A. Detail 1: Address resistance to wind uplift. Review and revise as required.

B. Detail 2: Specify connection between blocking and roof diaphragm as required for load transfer between brace and roof diaphragm.

S11. Sheet S5.1, Detail 2: Provide connection existing roof diaphragm and double top plates required for shear transfer between existing roof diaphragm and new shearwall.

S12. Calculations:

A. Page 26: Specify on plan existing footing width and depth based on design assumptions. Indicate on plan existing footing size shall be verified in field.

B. Page 38: Specify on plan locations of existing shearwall based on design assumptions used for design of shearwall X5.1. Indicate on plan existing shearwalls shall be verified in field.

C. Page 44: Specify on plan locations of existing shearwall based on design assumptions used for design of shearwalls Y1.1 and Y2.1. Indicate on plan existing shearwalls shall be verified in field.

D. Page 65: Specify on plan existing footing width and depth based on design assumptions. Indicate on plan existing footing size shall be verified in field.

E. Page 91: Per ASCE 7-16 12.2.5.2, foundation elements used to support cantilever column systems shall be design using overstrength seismic load combinations. Review and revise. Verify design is still adequate.

F. Page 92: Based on R=2.5 used for design of cantilever, it appears special cantilever column system is used at patio. Provide additional calculations verifying all requirements for this system per AISC 341-16 E6 are met, including but not limited to the following:

1. Provide calculations verifying column meets highly ductile requirement per AISC 341-16 Section D1.2a.

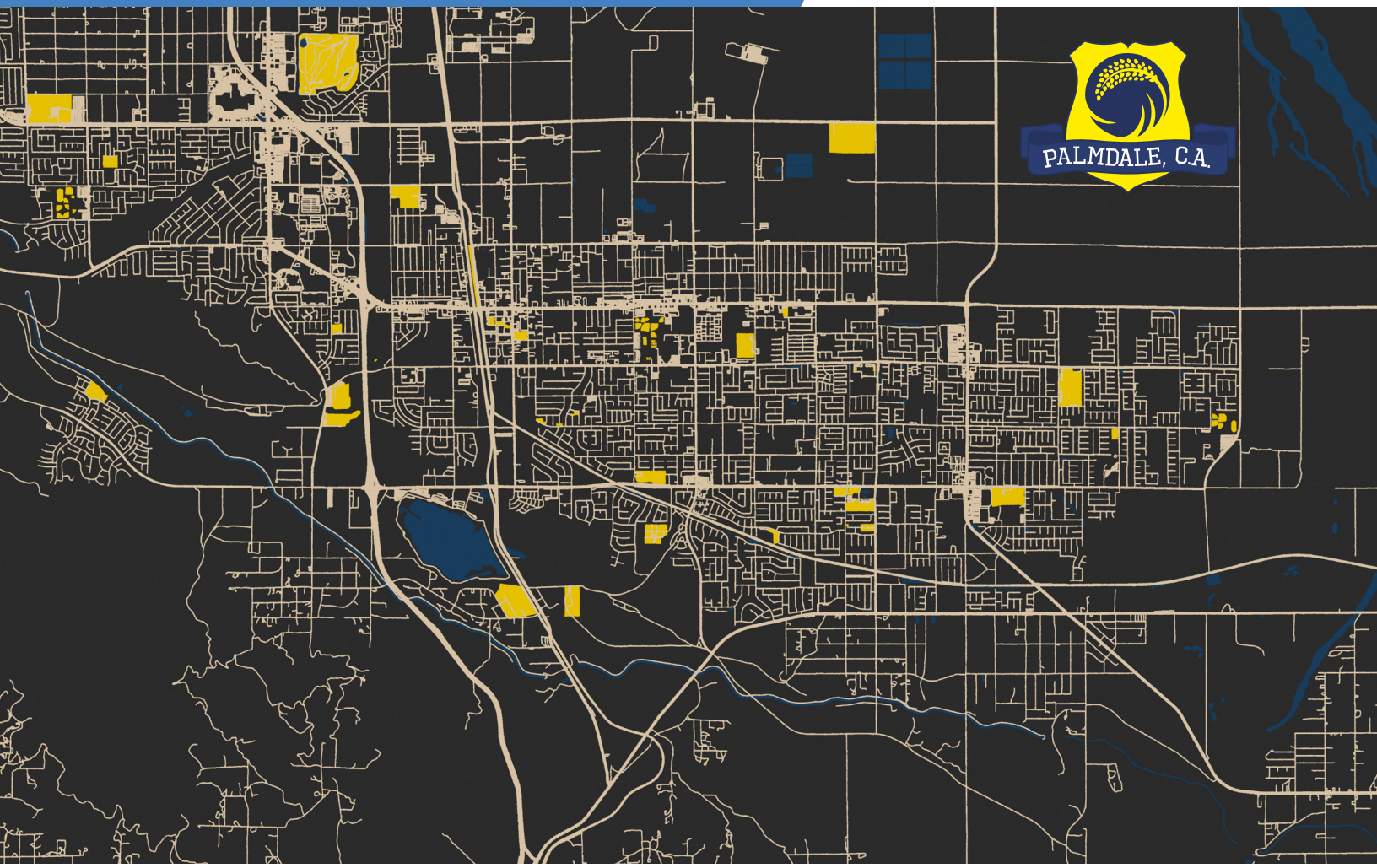
2. Column to base plate welded connection should be demand critical. Indicate this on plan.

Please contact the listed reviewers between 9:00 A.M. and 4:00 P.M., M-F, with any questions.

[END]

Appendix C: Resumes

C



INTERWEST
A SAFEbuilt COMPANY



David Kniff, RA

Director of Operations

INTERWEST
A SAFEbuilt COMPANY

46 Years of Experience | 7 Years with the Firm

Education

Mesa Community College

Licenses & Certifications

State of California
Registered Architect #C-19040
General Building Contractor, Class B License #707752

State of Texas
Registered Architect #19798

ICC W12 National Building Contractor

Work History

- **Director of Operations**
  Interwest Consulting Group
  2021 – Present
- **Architectural Plans Examiner**
  Esgil – A SAFEbuilt Company
  2019 – 2021
- **Principal Architect**
  KEA Architecture – Development
  1987 – 2019
- **Project Manager**
  Architects Coombs – Mesquita
  1980 – 1987

Project Experience

- **Project Manager**
  Interwest Consulting Group Contract with the City of Barstow, CA
  Interwest Consulting Group Contract with the City of Blythe, CA
  Interwest Consulting Group Contract with the City of Brawley, CA
  Interwest Consulting Group Contract with the City of Calexico, CA
  Interwest Consulting Group Contract with the City of Chula Vista, CA
  Interwest Consulting Group Contract with the City of Coronado, CA
  Interwest Consulting Group Contract with the City of Encinitas, CA
  Interwest Consulting Group Contract with the City of Escondido, CA
  Interwest Consulting Group Contract with the City of Healdsburg, CA
  Interwest Consulting Group Contract with Imperial County, CA
  Interwest Consulting Group Contract with the City of La Mesa, CA
  Interwest Consulting Group Contract with the City of Lemon Grove, CA
  Interwest Consulting Group Contract with the City of Menifee, CA
  Interwest Consulting Group Contract with the City of National City, CA
  Interwest Consulting Group Contract with the Pechanga Resort and Casino
  Interwest Consulting Group Contract with the City of Poway, CA
  Interwest Consulting Group Contract with the City of Rancho Mirage, CA
  Interwest Consulting Group Contract with the City of San Diego, CA
  Interwest Consulting Group Contract with the City of San Jacinto, CA
  Interwest Consulting Group Contract with the San Pasqual Band of Mission
  Interwest Consulting Group Contract with the City of San Rafael, CA
  Interwest Consulting Group Contract with the City of Solana Beach, CA
  Interwest Consulting Group Contract with the City of Temecula, CA
  Interwest Consulting Group Contract with the University of California, San Diego
  Interwest Consulting Group Contract with the Viejas Tribal Gaming Commission
  Interwest Consulting Group Contract with the Viejas Tribal Government



William "Bill" Hayes, CBO

Southern California Operations Director

21 Years of Experience | 5 Years with the Firm

INTERWEST
A SAFEbuilt COMPANY

Licenses & Certifications

International Code Council (ICC) #8230972
Building Inspector
Certified Building Official
Commercial Building Inspector
Property Maintenance and Housing Inspector
Residential Building Inspector
Residential Mechanical Inspector
Residential Plumbing Inspector

Work History

- **Southern California Operations Director**
  Interwest Consulting Group, a SAFEbuilt Company
  2021 – Present
- **West Coast Building & Code Group Lead**
  HR Green
  2019 – 2021
- **Building and Operations Manager**
  City of Industry
  2016 – 2018
- **Contract Building Official**
  JAS Pacific Contract with the City of Pico Rivera
  2015 – 2016, 2018 – 2019
- **Building Official/Interim Public Works Manager**
  City of Covina, CA
  2013 – 2015
- **Building Commissioner**
  City of Palos Heights, IL
  2008 – 2013
- **Senior/Lead Building Inspector**
  City of Countryside, IL
  2007 – 2008

Project Experience

- **Building Official/Inspector**
  Interwest Consulting Group Contract with the City of Bellflower, CA
  Interwest Consulting Group Contract with the City of El Monte, CA
  Interwest Consulting Group Contract with the City of Kingsburg, CA
  Interwest Consulting Group Contract with the City of Lake Forest, CA
  Interwest Consulting Group Contract with the City of Laguna Woods, CA
  Interwest Consulting Group Contract with the City of McFarland, CA
  Interwest Consulting Group Contract with the City of Reedley, CA
  Interwest Consulting Group Contract with the City of San Fernando, CA
  Interwest Consulting Group Contract with the City of San Jacinto, CA
  Interwest Consulting Group Contract with the City of Visalia, CA
  Interwest Consulting Group Contract with the City of Wildomar, CA

BT

Nabil "Bill" Tewfik, PE, CASp, CBO

Plans Examiner/Building Official

INTERWEST
A SAFEbuilt COMPANY

45 Years of Experience | 9 Years with the Firm | English-Arabic-French Multilingual

Education

BS, Civil Engineering
Alexandria University, Egypt

Licenses & Certifications

International Code Council (ICC)
#863979
Building Codes Specialist
Building Inspector
Building Plans Examiner
Certified Building Official

State of California
Professional Civil Engineer #50505
Certified Access Specialist #CASp-367

Work History

- **Plans Examiner**
  Interwest Consulting Group, a SAFEbuilt Company
  2016 – Present
- **Building Official**
  City of Garden Grove
  2012 – 2016
- **Plan Check Engineer**
  City of Garden Grove
  1993 – 2012
- **Contract Project Engineer**
  Private Practice
  1991 – 1993
- **Project Engineer**
  McLean and Schultz
  1990 – 1991
- **Project Engineer**
  Battaglia Associates
  1987 – 1990
- **Project Engineer**
  Severud Associates
  1981 – 1987
- **Project Engineer**
  Mecan Arbed Company
  1980 – 1981

Project Experience

- **Plans Examiner**
  Interwest Consulting Group Contract with the City of Costa Mesa CA
  Interwest Consulting Group Contract with the City of El Monte, CA
  Interwest Consulting Group Contract with the City of Inglewood, CA
  Interwest Consulting Group Contract with the City of Murrieta, CA
  Interwest Consulting Group Contract with the City of Palmdale, CA
  Interwest Consulting Group Contract with the City of Pomona, CA
  Interwest Consulting Group Contract with the City of Signal Hill, CA
  Interwest Consulting Group Contract with the City of Tustin, CA
  Interwest Consulting Group Contract with the City of Vernon, CA



Salim "Sal" Kaddorah, PE

Senior Plan Review Engineer

INTERWEST
A SAFEbuilt COMPANY

41 Years of Experience | 11 Years with the Firm | English-Arabic Bilingual

Education

MS, Civil Engineering, Specialization in Structural Engineering Design
California State University, Sacramento, CA

BS, Civil Engineering
California State University, Sacramento, CA

Licenses & Certifications

International Code Council (ICC)
#861125
Building Plans Examiner

State of California
Professional Engineer, Civil #43757

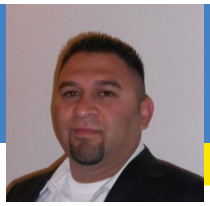
State of Nevada
Professional Engineer, Civil #20795

Work History

- **Senior Plan Review Engineer**
  Interwest Consulting Group, a SAFEbuilt Company
  2015 – Present
- **Building Official**
  City of Manhattan Beach, CA
  2011 – 2015
- **Principal Plan Check Engineer**
  City of Manhattan Beach, CA
  2000 – 2011
- **Senior Plan Check Engineer**
  City of Manhattan Beach, CA
  1997 – 2000
- **Associate Plan Check Engineer**
  City of Sacramento, CA
  1990 – 1997
- **Design Engineer**
  William Merkel Associates
  1985 – 1990

Project Experience

- **Senior Plan Review Engineer**
  Interwest Consulting Group Contract with the City of Costa Mesa, CA
  Interwest Consulting Group Contract with the City of El Monte, CA
  Interwest Consulting Group Contract with the City of La Quinta, CA
  Interwest Consulting Group Contract with the City of Lake Forest, CA
  Interwest Consulting Group Contract with the Town of Mammoth Lakes, CA
  Interwest Consulting Group Contract with the City of Murrieta, CA
  Interwest Consulting Group Contract with the City of Palmdale, CA
  Interwest Consulting Group Contract with the City of Rancho Cucamonga, CA
  Interwest Consulting Group Contract with the City of Santa Barbara, CA
  Interwest Consulting Group Contract with the City of Tustin, CA
  Interwest Consulting Group Contract with the City of Vernon, CA
  Interwest Consulting Group Contract with the City of Wasco, CA
  Interwest Consulting Group Contract with the City of Wildomar, CA



Eric Corral

Plans Examiner

INTERWEST
A SAFEbuilt COMPANY

29 Years of Experience | 4 Years with the Firm

Education

MA, Human Resources Management, Specialization in Organizational Leadership
University of La Verne

BS, Public Administration
University of California, Irvine

Project Management Certificate
University of California, Irvine

Licenses & Certifications

International Code Council (ICC)
#5323151
Building Inspector
Building Plans Examiner
California Commercial Building Inspector
California Residential Building Inspector
Commercial Building Inspector
Residential Building Inspector

Work History

- **Plans Examiner**
  Interwest
  2022 – Present
- **Plans Examiner II**
  City of Fontana
  2019 – 2022
- **Planning Specialist**
  Southern California Edison
  2018 – 2019
- **Plans Examiner I**
  City of Fontana
  2016 – 2018
- **Planner 1**
  Southern California Edison
  2014 – 2016
- **Planner-Trainee**
  Southern California Edison
  2013 – 2014
- **Owner/General Contractor**
  Eric Corral Construction
  2012 – 2013
- **Human Resources Clerk**
  City of Fontana
  2012 – 2013
- **Maintenance Worker II**
  City of Fontana Public Works
  2008 – 2012
- **Maintenance Worker I**
  City of Fontana Public Works
  2007 – 2008
- **Carpenter/Project Manager**
  Anthony Corral Construction
  1997 – 2007

Project Experience

- **Plans Examiner**
  Interwest Consulting Group contract with the City of El Monte
  Interwest Consulting Group contract with the City of La Quinta
  Interwest Consulting Group contract with the City of Palmdale
  Interwest Consulting Group contract with the City of San Fernando
  Interwest Consulting Group contract with the City of Wildomar

KL

Karla Luther

Plans Reviewer

INTERWEST
A SAFEbuilt COMPANY

25 Years of Experience | 4 Years with the Firm

Education

Doctor of Theology
Practical Christianity Institute of Evangelism, Hamlet, CA

AS, Applied Science
West Virginia State College

Licenses & Certifications

International Code Council (ICC)
#5102152
Building Plans Examiner
Fire Plans Examiner

Work History

- **Plans Reviewer**
  Interwest Consulting Group, a SAFEbuilt Company
  2022 – Present
- **Senior Plan Checker**
  City of Victorville, CA
  2006 – 2021
- **Plans Examiner**
  City of San Bernardino, CA
  2001 – 2006

Project Experience

- **Plans Reviewer**
  Interwest Consulting Group Contract with the Vernon, CA
  Interwest Consulting Group Contract with the Palm Desert, CA
  Interwest Consulting Group Contract with the El Monte, CA
  Interwest Consulting Group Contract with the Rancho Cucamonga, CA
  Interwest Consulting Group Contract with the Wildomar, CA
  Interwest Consulting Group Contract with the Encinitas, CA
  Interwest Consulting Group Contract with the Solana Beach, CA
  Interwest Consulting Group Contract with the Escondido, CA
  Interwest Consulting Group Contract with the La Quinta, CA
  Interwest Consulting Group Contract with the Elk Grove, CA
  Interwest Consulting Group Contract with the Pomona, CA
  Interwest Consulting Group Contract with the Palmdale, CA
  Interwest Consulting Group Contract with the Lake Forest, CA
  Interwest Consulting Group Contract with the Murrieta, CA

HA

Hossein Afrouzeh, EE, ME

Electrical Engineer

INTERWEST
A SAFEbuilt COMPANY

53 Years of Experience | 11 Years with the Firm | English-Farsi Bilingual

Education

MS, Engineering Science and Management
Polytechnic State University

BS, Electrical Engineering
Tehran Poly Technique/Amir Kabir University

Licenses & Certifications

State of California
Professional Engineer, Mechanical #27117
Professional Engineer, Electrical #11588

Work History

- **Senior Engineering Plan Reviewer**
  Interwest Consulting Group, a SAFEbuilt Company
  2015 – Present
- **Lead Senior Peer Review Engineer**
  FTRNV International | SBG Jeddah
  2013 – 2015
- **Principal and Director of Operations**
  Procedure Engineers, Inc.
  1987 – 2013
- **Electrical Department Manager**
  Malcom Lewis Associates
  1984 – 1987
- **Electrical Engineer and Department Deputy**
  Elliot Group
  1981 – 1984
- **Technical Director and Construction Site Liaison**
  Modern Osloob
  1973 – 1979

Project Experience

- **Plan Reviewer**
  Interwest contract with the Agua Caliente Band of Cahuilla Indians
  Interwest contract with the City of El Monte, CA
  Interwest contract with the City of La Quinta, CA
  Interwest contract with the City of Lake Forest, CA
  Interwest contract with the Town of Los Gatos, CA
  Interwest contract with the Town of Mammoth Lakes, CA
  Interwest contract with the City of Menlo Park, CA
  Interwest contract with the City of Murrietta, CA
  Interwest contract with the City of National City, CA
  Interwest contract with the City of Palm Desert, CA
  Interwest contract with the City of Palmdale, CA
  Interwest contract with the City of Palo Alto, CA
  Interwest contract with the Town of Portola Valley, CA
  Interwest contract with the City of Rancho Cucamonga, CA
  Interwest contract with the City of Reedley, CA
  Interwest contract with the City of Roseville, CA
  Interwest contract with the City of Roseville, CA - Administrative Office of the Court
  Interwest contract with the City of San Fernando, CA
  Interwest contract with the San Joaquin County Office of Education
  Interwest contract with the City of Signal Hill, CA
  Interwest contract with the City of Tustin, CA
  Interwest contract with the City of Ukiah, CA
  Interwest contract with the City of Vernon, CA
  Interwest contract with the City of Wasco, CA
  Interwest contract with the City of Wildomar, CA
  Interwest contract with the County of Yuba, CA

  Culinary Lab Plan Review
  Interwest contract with the California Administrative Office of Courts
  Interwest contract with the City of Costa Mesa, CA
  Interwest contract with the City of Merced, CA
  Interwest contract with the Napa County, CA
  Interwest contract with the Town of Poway, CA
  Interwest contract with the City of Reedley, CA
  Interwest contract with the Santa Ynez Band of Chumash Indians
  Interwest contract with the Town of Windsor, CA
  Interwest contract with the City of Woodland, CA



Andrew Hyatt

Fire Plans Examiner

INTERWEST
A SAFEbuilt COMPANY

24 Years of Experience | 4 Years with the Firm | U.S. Air Force Veteran

Education

BS, Cardiovascular Science
Ohio State University

AS, Fire Technology
Cabrillo Community College

Licenses & Certifications

International Code Council (ICC)
8415675
Fire Inspector I
Fire Inspector II
Fire Plans Examiner

Work History

- **Fire Plans Examiner**
  Interwest Consulting Group, a SAFEbuilt Company
  2022 – Present
- **Fire Prevention Specialist II**
  City of Santa Clara, CA Fire Department
  2009 – 2022
- **Fire Inspections & Plan Review**
  City of Santa Clara, CA Fire Department
  2007 – 2009
- **Applicant Consultant, Hazardous Materials Division**
  City of Santa Clara, CA Fire Department
  2008 – 2009
- **Computer Systems Operator**
  United States Air Force, Air National Guard
  2002 – 2008

Project Experience

- **Fire Plans Examiner**
  Interwest Contract with the Agua Caliente Band of Cahuilla Indians
  Interwest Contract with the City of Atascadero, CA
  Interwest Contract with the City of Bakersfield, CA
  Interwest Contract with the City of Bellflower, CA
  Interwest Contract with the Cameron Park CA Fire Department
  Interwest Contract with Central Fire District of Santa Cruz, CA
  Interwest Contract with the City of Corcoran, CA
  Interwest Contract with the City of Coronado, CA
  Interwest Contract with the City of Davis, CA
  Interwest Contract with the City of Dinuba, CA
  Interwest Contract with East County JPA, CA
  Interwest Contract with the City of El Dorado County CA Fire Protection District
  Interwest Contract with the City of El Dorado Hills CA Fire Department
  Interwest Contract with the City of Encinitas, CA
  Interwest Contract with the Central Fire District of Santa Cruz County, CA
  Interwest Contract with the City of Folsom, CA
  Interwest Contract with the City of Kings, CA
  Interwest Contract with the City of Lemoore, CA
  Interwest Contract with the City of Manteca, CA Fire Department
  Interwest Contract with the County of Merced, CA
  Interwest Contract with County of Napa, CA
  Interwest Contract with the City of National City, CA
  Interwest Contract with the City of National City CA Fire Department
  Interwest Contract with the City of Palo Alto, CA
  Interwest Contract with the City of Poway, CA
  Interwest Contract with the City of Reedley, CA
  Interwest Contract with the City of Roseville, CA
  Interwest Contract with the San Joaquin County Office of Education, CA
  Interwest Contract with the City of Santa Clara, CA
  Interwest Contract with the Santa Ynez Band of Chumash Indians
  Interwest Contract with the City of Santee, CA
  Interwest Contract with the City of Solana Beach, CA
  Interwest Contract with the South Placer CA Fire Department
  Interwest Contract with the South Joaquin County Fire Authority, CA
  Interwest Contract with the City of St. Helena, CA
  Interwest Contract with the City of Ukiah, CA
  Interwest Contract with the City of Visalia, CA
  Interwest Contract with the City of Wasco, CA
  Interwest Contract with the City of Woodlake, CA
  Interwest Contract with the City of Woodland, CA
  Interwest Contract with the County of Yuba, CA

SK

Steve Kim, PE, CASp

Senior Plan Check Engineer

INTERWEST
A SAFEbuilt COMPANY

12 Years of Experience | 4 Years with the Firm

Education

MS, Civil Engineering (Structural Emphasis)
University of Southern California

BS, Civil Engineering
California State Polytechnic University, Pomona, CA

Licenses & Certifications

International Code Council (ICC)
#8887591
Building Plans Examiner

State of California
Professional Engineer, Civil #88484
Professional Engineer, Structural #S7390
Certified Access Specialists #CASp-982

Work History

- **Senior Plan Check Engineer**
  Interwest Consulting Group, a SAFEbuilt Company
  2022 – Present
- **Senior Plan Check Engineer**
  City of Riverside, CA - Department of Building and Safety
  2020 – 2022
- **Safety Plans Examiner III**
  City of Riverside, CA - Department of Building and Safety
  2019 – 2020
- **Structural Engineer**
  KPFF Consulting Engineers
  2017 – 2019
- **Project Manager**
  Gouvis Engineering Consulting Group, Inc.
  2015 – 2017
- **Engineering Technician II**
  Orange County, CA Public Works Development Services
  2015
- **Project Manager/Full Stack Developer**
  Toda World, Inc.
  2012 – 2015

Project Experience

- **Engineering Plan Review**
  Interwest Consulting Group Contract with the City of Costa Mesa, CA
  Interwest Consulting Group Contract with the City of El Monte, CA
  Interwest Consulting Group Contract with the City of La Quinta, CA
  Interwest Consulting Group Contract with the City of Lake Forest, CA
  Interwest Consulting Group Contract with the City of Murrieta, CA
  Interwest Consulting Group Contract with the City of Palmdale, CA
  Interwest Consulting Group Contract with the City of Pomona, CA
  Interwest Consulting Group Contract with the City of Rancho Cucamonga, CA
  Interwest Consulting Group Contract with the City of Vernon, CA
  Interwest Consulting Group Contract with the City of Wildomar, CA
  Interwest Consulting Group Contract with the City of Woodland, CA
  Interwest Consulting Group Contract with the Orange County, CA
  Interwest Consulting Group Contract with the Town of Mammoth Lakes, CA



Ho Jun Kong, ICC, PE, CASp

Structural Plans Examiner

INTERWEST
A SAFEbuilt COMPANY

17 Years of Experience | 3 Years with the Firm | English-Korean Bilingual

Education

MS, Civil and Environmental Engineering (Structural Engineering)
University of Illinois at Urbana-Champaign

BS, Architectural Engineering
Sungkyunkwan University

Licenses & Certifications

International Code Council (ICC)
#8255163
Building Plans Examiner

State of California
Professional Civil Engineer #79527
Certified Access Specialist #CASp-863

Work History

- **Structural Plans Examiner**
  Interwest Consulting Group, a SAFEbuilt Company
  2022 – Present
- **Senior Plans Examiner**
  Bureau Veritas
  2021 – 2022
- **Structural Engineering Associate**
  City of San Diego
  2013 – 2021
- **Structural Plans Examiner**
  Lee & Lee Structural Engineering, Inc.
  2007 – 2013

Project Experience

- **Structural Plans Examiner**
  Interwest Consulting Group Contract with the City of Costa Mesa, CA
  Interwest Consulting Group Contract with the City of El Monte, CA
  Interwest Consulting Group Contract with the City of Inglewood, CA
  Interwest Consulting Group Contract with the City of La Quinta, CA
  Interwest Consulting Group Contract with the City of Lake Forest, CA
  Interwest Consulting Group Contract with the City of Murrieta, CA
  Interwest Consulting Group Contract with the City of Palmdale, CA
  Interwest Consulting Group Contract with the City of Rancho Cucamonga, CA
  Interwest Consulting Group Contract with the City of Santa Barbara, CA
  Interwest Consulting Group Contract with the City of Vernon, CA
  Interwest Consulting Group Contract with the City of Wildomar, CA
  Interwest Consulting Group Contract with Orange County, CA

MC

Michelle Cook

Permit Technician/Administrative Assistant

INTERWEST
A SAFEbuilt COMPANY

13 Years of Experience | 10 Years with the Firm

Work History

- **Permit Technician / Administrative Assistant**
  Interwest Consulting Group, a SAFEbuilt Company
  2021 – Present
- **Administrative Assistant**
  Interwest Consulting Group Contract with the City of Perris
  2016 – 2021
- **Recreation Leader**
  City of Perris, CA
  2015 – 2016
- **Administrative Assistant**
  Law Office of James Deaguliera
  2012 – 2015

MV

Michael "Mike" Vigil

Permit Technician

30 Years of Experience 5 Years with the Firm

Education

AS, Building Construction Technology
Norco College

Licenses & Certifications

International Code Council (ICC)
Permit Technician

Work History

- **Permit Technician**
  Interwest Consulting Group, a SAFEbuilt Company
  2021 – Present
- **Rural Carrier Associate**
  United States Postal Service
  2020 – 2021
- **General Construction**
  Cox Commercial and Industrial
  2017 – 2020
- **Truck Driver**
  P&R Paper Supply
  2016
- **Truck Driver**
  CR England
  2015 – 2016
- **Commercial Insurance Agent**
  Supreme Choice Insurance Solutions
  2014
- **Human Resources Representative**
  Emery Federal Credit Union, Mortgage Division
  2013 – 2014
- **Warranty Service Specialist**
  Apple One Employment Services, long-term assignment with TOFASCO of America, Inc.
  2011 – 2013
- **Real Estate Investor**
  HEA Holdings, Inc.
  2010 – 2011
- **Account Executive**
  Lunarpages
  2008 – 2010
- **Senior Associate Quality Assurance Tester**
  Capital One Auto Finance (formerly Onyx Acceptance Corp.)
  2001 – 2008
- **Branch Underwriting Manager**
  Survival Insurance Brokerage
  1996 – 2000

Project Experience

- **Permit Technician**
  Interwest Consulting Group Contract with the City of Lake Forest, CA
  On-Site Front Counter Support (long-term assignment)

OB

Oscar Barraza

Building Inspector

INTERWEST
A SAFEbuilt COMPANY

28 Years of Experience | 14 Years with the Firm | English-Spanish Bilingual

Education

Architecture & Drafting Studies
Los Angeles Pierce College

Code Enforcement Modules 1 & 3
Rio Hondo College

Licenses & Certifications

International Code Council (ICC) #5173156
Building Inspector
California Commercial Building Inspector
California Residential Building Inspector
California Residential Electrical Inspector
California Residential Plumbing Inspector
Residential Electrical Inspector
Residential Plumbing Inspector

Work History

- **Building Inspector**
  Interwest Consulting Group, a SAFEbuilt Company
  2012 – Present
- **Building Inspector/Code Enforcement Officer**
  JAS Pacific
  2010 – 2012
- **Building Inspector/Code Enforcement Manager**
  City of Palmdale, CA
  2003 – 2009
- **Construction Supervisor**
  California Restoration Construction
  2002 – 2003
- **Construction Supervisor**
  Financial Interior Design
  1998 – 2002

Project Experience

- **Plan Reviewer**
  Interwest Contract with the City of San Fernando, CA
  Interwest Contract with the City of Solana Beach, CA
- **Building Inspector**
  Interwest Contract with the Agua Caliente Band of Cahuilla Indians, Cathedral City, CA
  Interwest Contract with the California Construction Authority
  Interwest Contract with the City of Encinitas, CA
  Interwest Contract with the City of Lake Forest, CA
  Interwest Contract with the City of Pomona, CA
  Interwest Contract with the City of Reedley, CA
  Interwest Contract with the City of San Fernando, CA
  Interwest Contract with the Santa Ynez Band of Chumash Indians
  Interwest Contract with the City of Vernon, CA

MR

Matthew Root

Building Inspector

INTERWEST
A SAFEbuilt COMPANY

33 Years of Experience | 4 Years with the Firm

Education

BS, Business Administration
California State University, Fullerton

AA, General Studies
Santa Ana College

California State Licensing School

Licenses & Certifications

International Code Council (ICC)
#8054921
Building Inspector

State of California Contractor's License
#763363

Work History

- **Building Inspector**
  Interwest Consulting Group, a SAFEbuilt Company
  2022 – Present
- **House Flipper**
  Self-Employed
  2022
- **Project Manager/Superintendent**
  Avanti Properties Group
  2009 – 2015
- **Building Inspector**
  Consulting Firm
  2003 – 2008
- **Home Inspector**
  Home Front Inspections
  1998 – 2003
- **Independent HVAC Inspector**
  Sears, Roebuck & Co
  1990-2003

Project Experience

- **Building Inspector**
  Interwest Contract with the California Construction Authority
  Interwest Contract with the County of Riverside, CA
  Interwest Contract with the City of Wildomar, CA

Appendix J: Cost Proposal

As Needed Plan Check, Building Official, Building Inspection & Community Development Technician Services

Building Plan Review Services

For the building department plan review services as identified in this proposal, Interwest proposes to charge a percent of the building department plan review fees charged by the city in accordance with the jurisdiction building fee schedule as adopted by the City. These percentages are based on our understanding of the support required by the city as detailed in the RFP. These percentages will be mutually agreed upon by the city and Interwest Consulting Group. For all hourly services proposed, the specific rates applied will correspond to the assigned staff members' classification as outlined in the proposed Hourly Rate Schedule. This proposal does not include fire plan check services, engineering/grading plan review services, or subconsultant services which will be charged at the hourly rates listed in the Schedule of Hourly Billing Rates on the following page.

Plan Review Services	
First-time check	65% of City's Plan Review Fee
*Major Development Projects	Hourly with NTE
Flood Zone Construction	Hourly
Re-Checks	No fee for first two rechecks. Hourly at PC4
Expedited Plan Review	140% of stated fees (completed in half the timeframe proposed for non-expedited plan reviews)
Restamp Review	$150.00 flat fee
Minimum Plan Review fee	1.5 Hours
Repetitive identical Plan Review	100% fee for first review and 25% each additional review

Please note that the percentage of fees stated in this document includes an initial plan review plus two re-checks. Additional re-checks beyond the third review (due to lack of significant progress by the designer to address the corrections) will be charged on an hourly basis using the Schedule of Hourly Rates provided.

*Major Development Projects

Recognizing that these large projects require specialized multidisciplinary coordination, Interwest will utilize the hourly rate table below for each review cycle, based on complexity and assigned reviewer. However, to ensure a 'Not-to-Exceed' certainty for the city, Interwest is prepared to negotiate a Project-Specific Task Order for these developments. This Task Order will establish a compensation ceiling that reflects the actual level of effort, while including a 'Complexity Supplemental' to account for specialized Structural, CASp, and CALGreen Peer Reviews. This approach ensures the city retains a significant revenue surplus while receiving elite-level technical oversight for its most impactful developments.

Hourly Plan Review Services

Review of deferred submittals such as truss calculations, stairs, etc., submitted after the projects have been approved, review of revisions to previously approved drawings and rechecks necessitated by significant design changes after a review has been completed will be assessed utilizing the Hourly Rate Schedule provided. Projects requiring additional plan checks of revised plans will also be assessed utilizing the Hourly Rate Schedule provided.

Building Official, Building Inspection & Community Development Technician

For the building inspection services identified in this proposal, services are provided on an hourly basis utilizing the proposed Hourly Rate Schedule. Hourly building inspection services include the initial inspection plus all subsequent

inspections until final. Actual hours will be billed for work completed as requested by the city. Standard inspection rates include Remote Virtual Inspections and a (4) hour minimum charge. For all hourly services, the specific rates applied will correspond to the assigned staff members' classification as outlined in the proposed Hourly Rate Schedule.

Building Official	Hourly
Building Inspection (includes RVI)	Hourly
Community Development Technician	Hourly
Work Outside Standard Hours	150% of hourly bill rate of assigned staff
Specialty Services	Hourly

Specific billing conditions for inspections are as follows:

- **Specialty Services (Inspection):** Code enforcement support, inspections or pre-construction meetings prior to permit issuance, and inspections after a "final" has already been issued will be billed at the standard hourly rate.

Hourly Rate Schedule

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall never exceed 4%. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Classification	Hourly Billing Rate
Building Safety Services	
Certified Building Official	169
Deputy Building Official	160
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect	165
Supervising Structural Engineer	190
Senior Structural Engineer	185
Structural Engineer	165
Senior Plans Examiner	150
ICC Building Plans Examiner	135
CASp (Plan Review & Inspection)	145
Inspector of Record (IOR)	160
Senior Inspector	145
Inspector III	130
Inspector II	120
Inspector I	110
HQS Program Manager	145
Permit Technician III	95
Permit Technician II	90
Permit Technician I	85
Fire Marshal	169
Fire Protection Engineer	170
Senior Fire Plans Examiner / Fire Inspector	140
Fire Plans Examiner / Fire Inspector	130
Administrative Support	86
Trainee (Inspector)	86
Trainee (Admin, Tech)	75

*Inspector rate includes HQS, SAP Certified and Remote Virtual Inspection. Permit Technician rates include Remote Permit Technician.

Miscellaneous

Work Outside Standard Hours - Services provided more than (8) eight hours per day, outside regular business hours, nights, weekends and holidays, will be invoiced at 150% of the preferred hourly rate of the assigned staff member. Alternate work schedules such as 9/80 or 4/10 will be considered work outside of standard hours and will be charged as overtime for services provided more than (8) hours.

Prevailing Wages – Where work is required under the CA Labor Code for prevailing wages per jurisdiction, there will be a supplemental charge per hour to the above rates per applicable job classification, established at the time of commencement of work and adjusted from time to time in accordance with future wage determinations pursuant to the labor rates as determined by the CA Department of Industrial Relations.

Mileage & Tolls – For inspection staff reporting to the job site from out of town, mileage will be reimbursed to and from the employee's reporting location, including their home location if not reporting to a company office, at the effective standard federal rate established at time of service. Tolls and parking will be billed with no markup. Overall tracked time will include all travel time between inspection sites, total roundtrip travels as described, along with all administrative work related to inspection support or reporting. Mileage will be charged at the current IRS rate.

Other Charges – Other project-specific costs, such as rentals, expendable or special supplies, special project insurance, permits and licenses, shipping, subsistence, tolls and parking, outside copying/printing, etc., will be charged at cost plus 15%. Meals, lodging, and travel expenses, when pre-approved by the city, will be charged at cost or at standard per diem rates, as applicable.

Municipality and Consultant will review the agreed upon hourly rates annually to discuss adjusting hourly rates to reflect increases in the costs incurred by consultant to provide Services.

Client will be responsible for any applicable taxes in addition to the fees due for Services.

The fees, rates and terms in this RFP proposal are valid for 120 days from the RFP due date.

City Council Staff Report

DATE: **SEPTEMBER 1, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **3**

SUBJECT: **APPROVE SECOND AMENDMENT TO AGREEMENT WITH BKF (FORMERLY MNS ENGINEERS, INC.) FOR PROJECT AND CONSTRUCTION MANAGEMENT SERVICES FOR DRYTOWN WATER PARK THRILL RIDE ATTRACTION PROJECT, PN 924, FOR A TOTAL NOT TO EXCEED AMOUNT OF $574,257**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Second Amendment to Agreement No. A-9506 with BKF (formerly MNS Engineers, Inc.), for Project and Construction Management Services for DryTown Water Park Thrill Ride Attraction Project, PN 924 (Project), for an additional $244,270, for a total not to exceed contract amount of $574,257;

2. Authorize appropriation of $244,270 in General Funds to the DryTown Water Park Thrill Ride Attraction Project; and,

3. Authorize the City Manager or his designee to execute the Second Amendment to Agreement No. A-9506 with BKF, including minimal and/or non-substantial changes.

BACKGROUND

On September 2, 2025, City Council approved an agreement with BKF, for project and construction management services to oversee the Project, which was executed on September 15, 2025.

The Project proposes constructing a new attraction featuring a 35-foot-tall tower and three integrated water slides: the Pool Sider, AquaTube, and Freefall. The ride will be built on the north side of the park, in a grassy area, and aims to expand operations and

boost visitor appeal. The design-build project by Bergman KPRS, LLC, which was also awarded back on September 2, 2025, includes:

- Structural foundations;
- A new mechanical building and pump systems; and
- Walkways, drainage, landscaping, lighting, and irrigation.

These improvements will be integrated with the park's current infrastructure.

DISCUSSION

The original agreement with BKF, approved by the City Council on September 2, 2025, established a project schedule with ninety (90) calendar days for construction. During project implementation, the permitting and agency review process, including reviews by the Los Angeles County Department of Public Health required more time than anticipated when the schedule was developed. In addition to these regulatory delays, several of the prime contractor's originally designated subcontractors elected not to proceed with the project, requiring the contractor to secure and onboard replacement subcontractors before work could advance. These factors collectively necessitated adjustments to the project schedule to allow completion of required regulatory reviews and subcontractor replacement efforts prior to the start of construction.

Due to this delay, staff requests that BKF continue providing project and construction management services until project closeout. The Project is currently under construction and 30% complete, with anticipated completion by December 2026.

The tasks include ongoing project administration, daily coordination with contractors and City staff, review of RFIs (Request for Information) and submittals, schedule monitoring, construction progress meetings, commissioning, punch list completion, warranty initiation, and project closeout.

FISCAL IMPACT

$244,270; Upon City Council approval, funds will be appropriated from the General Fund unappropriated fund balance and made available for the DryTown Water Park Thrill Ride Attraction Project, PN 924.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

C. Plan and maintain safe 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-9506 Second Amendment with BKF/MNS Engineers, Inc.
Proposal
Agrmt No. A-9506 First Amendment with BKF/MNS Engineers, Inc.
Agrmt No. A-9506 with MNS Engineers, Inc.

SECOND AMENDMENT TO AGREEMENT A- 9506
BETWEEN THE CITY OF PALMDALE AND BKF ENGINEERS / MNS ENGINEERS, INC.

This SECOND Amendment to Agreement No. A-9506 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and BKF ENGINEERS / MNS ENGINEERS, INC. (hereinafter called "CONSULTANT"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on 9/15/2025 ("Original Agreement") the CITY and CONSULTANT entered into an agreement to provide:

Project and Construction Management services on DryTown Water Park Thrill Ride Attraction Project, PN 924.

WHEREAS, the parties desire to amend the Original Agreement to:

Increase the compensation amount due to an extended project duration.

NOW THEREFORE, the parties agree as follows:

SECTION 9 Compensation
CITY shall pay to CONSULTANT an additional amount of $244,270 for a total not to exceed contract amount of FIVE HUNDRED and FORTY-FOUR THOUSAND, TWO HUNDRED and FIFTY-SEVEN ($544,257) Dollars.

Original contract amount = $299,987
Amendment No. 1 = Increase of Time only
Amendment No. 2 = $244,270
Total not to exceed contract amount = $544,257

CONSULTANT's Proposal attached as Exhibit "A".

All other terms and conditions of the Original Agreement not amended herein, remain in full force and effect.

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:

Salvador Mendez
City Manager

Lee Torres
Aug 25, 2026, 7:50 AM PDT

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

BKF ENGINEERS / MNS ENGINEERS, INC.:


Aug 25, 2026, 8:20 AM PDT

Clifford M. Maurer, P.E.
Senior Vice President

ADDRESS FOR NOTICE:
BKF ENGINEERS / MNS ENGINEERS, INC.
201 North Calle Cesar Chavez, Ste. 300
Santa Barbara, CA 93103

APPROVE AS TO FORM:

Alexandra Severino
City Attorney

ATTEST:

Rochelle Scott
City Clerk

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

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Original contract and previous amendment(s) (if any) are attached
■Attached Agreement Checklist and met all requirements
□Attach Quotes, Solicitation Docs, City's Best Interest, Government Code, etc.

Record of Signing

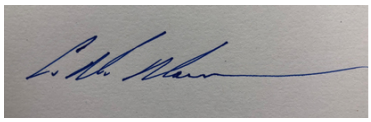
For	City of Palmdale
Name	Leonardo Torres
Title	

Lee Torres

Signed on Aug 25, 2026 7:50 AM PDT

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SigningID: 034DKTAgPLA01HCxB00Dwu
UTC Signing time: 2026-08-25 14:50:37 UTC
IP Address: 45.62.177.244
Email: ltorres@cityofpalmdaleca.gov

For	BKF
Name	Clifford
Title	Senior VP



Signed on Aug 25, 2026 8:20 AM PDT

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DocumentID: 034DKTAtTCm0ZWpJzQKhUX
SigningID: 034DLDFvFjLSGxxiah2N4M
UTC Signing time: 2026-08-25 15:20:54 UTC
IP Address: 142.129.34.77
Email: clifford.maurer@bkf.com

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

August 24, 2026

BKF No. M00250507.000

Lee Torres
Director of Public Works
City of Palmdale
38250 Sierra Highway
Palmdale, CA 93550
Transmitted via email: Email

Subject: **Addendum #2 – Proposal Submission – Project Management and Construction Management Services – Dry Town Water Slide Installation Project (PN924)**

Dear Mr. Torres:

BKF respectfully submits this Addendum No. 2 to continue Project Management and Construction Management Services for the Dry Town Water Park Slide Installation Project.

The original proposal was based on an anticipated ten (10)-month project duration, with construction scheduled to begin in February 2026 and substantial completion anticipated by April 2026. However, the project experienced delays associated with permitting and regulatory approvals, which postponed the issuance of the Notice to Proceed for construction until May 2026—after the original anticipated construction completion date. Following issuance of the NTP, the Design-Build Contractor's revised construction schedule extended the project through approximately December 2026, increasing the construction duration from approximately 65 working days to approximately 117 working days. These delays and the resulting extended construction schedule have substantially increased the level of Project Management and Construction Management effort required to support the City. Accordingly, Addendum No. 2 provides for the continuation of the same Project Management and Construction Management services included in the original agreement through project completion, commissioning, Health Department approvals, final sign offs, warranty initiation, and project closeout. No additional scope of services is proposed under this addendum; the requested compensation is solely attributable to the extended project duration and the additional level of effort required to administer the project to completion.

In an effort to minimize the overall cost of this amendment, BKF has restructured the level of construction management services during the extended construction period. Upon receipt of the anticipated September 1, 2026, Notice to Proceed for the City's Citywide Street Sweeping Signage Project, Mr. Issa Adawiya will assume the role of Project Manager for that assignment while continuing to support the Dry Town Water Park Slide Installation Project. As a result, his construction management services for the Dry Town project will be reduced by approximately fifty percent from the original level of effort, with services focused on critical construction activities and major construction milestones. This revised staffing approach maintains continuity of project oversight while providing the City with a more cost-effective delivery of Project Management and Construction Management services through project completion.

I. PROJECT UNDERSTANDING

The City's need for Project Management and Construction Management remains substantially the same as originally contemplated. However, the longer construction duration has increased the level of effort required to:

- Continue project administration through the revised construction schedule.
- Attend construction progress meetings.
- Coordinate with the Design-Build Contractor, WhiteWater, Building & Safety, and City staff.
- Review RFIs, submittals, schedule updates, and change order requests.
- Monitor project progress and schedule recovery efforts.
- Provide construction management during ongoing work.
- Coordinate testing, commissioning, and final acceptance activities.
- Support punch list completion, project closeout, warranty documentation, and final record documents.

II. SCOPE OF SERVICES

The Consultant shall continue to provide Project Management and Construction Management Services consistent with the Scope of Services described in the original proposal dated August 25, 2025, as incorporated into the Agreement. This amendment provides for the continuation of those same services during the extended construction period resulting from the revised project schedule. No additional scope of work is included under this amendment; the increased level of effort is solely attributable to the extended duration of the project and the continued need to support construction, construction management, coordination, commissioning, final acceptance, and project closeout.

III. Project Staffing

The Consultant will continue to provide the same Project Management and Construction Management team identified in the original agreement to ensure continuity throughout the remainder of the project. The assigned personnel and their respective responsibilities are as follows:

- **Sheila Niebla, PE – Project Manager.** Ms. Niebla will continue to serve as the City's Project Manager and primary point of contact, providing overall project management, contract administration, coordination with the Design-Build Contractor, WhiteWater, City staff, and regulatory agencies, construction meeting facilitation, schedule monitoring, review of RFIs and submittals, change order coordination, project reporting, and oversight through final acceptance and project closeout.
- **Issa Adawiya – Senior Construction Manager.** Mr. Adawiya will continue to provide construction management services throughout the extended construction period and permit sign offs. Construction Management services will be scheduled based on the contractor's work activities and critical construction milestones and will include documentation of construction progress, coordination with the contractor and City staff, support during Construction Management, commissioning activities, punch list completion, and final project acceptance.

- **Robert Newman, PE, PLS – QA/QC Manager.** Mr. Newman will continue to provide senior-level quality assurance and quality control oversight, technical guidance, strategic project support, and executive review of key project issues. Mr. Newman will remain engaged throughout the project to support resolution of complex technical and contractual issues, ensure consistency with City objectives, and provide QA/QC oversight through final completion and project closeout.

This addendum does not modify the Consultant's original scope of services or project staffing approach. It provides for the continuation of the same team and services through the extended construction schedule to ensure consistent project management, construction oversight, and successful completion of the project.

IV. SCHEDULE

The original proposal was based on an anticipated project completion in Spring 2026. Due to permitting delays, the delayed issuance of the Notice to Proceed, and the subsequent extension of the Design-Build Contractor's construction schedule, the overall project completion has been substantially extended.

For purposes of this Addendum No. 2, the Consultant has assumed construction activities will be substantially complete by November 2026, followed by an approximately four-month period for system testing, commissioning, regulatory inspections, punch list completion, final documentation, training, warranty initiation, and project closeout activities. Accordingly, Consultant services under this addendum are anticipated to continue through March 2027.

This schedule is based on the Contractor's current project schedule and represents the Consultant's best estimate of the remaining duration. Should the construction schedule be materially accelerated or further extended beyond March 2027, the Consultant reserves the right to request an equitable adjustment to the level of effort and compensation necessary to complete the remaining Project Management and Construction Management services.

V. COMPENSATION

BKF proposes to provide the additional services outlined above on a time-and-materials, not-to-exceed basis in the amount of $244,270. These services will support continued project administration through the extended project duration, including closeout and commissioning through March 2027.

These services will be performed as an extension of City staff, maintaining continuity with prior efforts and ensuring consistent project management, construction oversight, commissioning support, and project closeout. Please let us know if additional information would be helpful as you review.

Again, we appreciate the opportunity to support this project and work with the City of Palmdale. Please feel free to contact Robert Newman at 661-510-0111 or at Robert.newman@bkf.com should you have any questions or would like to further discuss our qualifications.

Sincerely,
BKF



Clifford Maurer, PE
Business Sector Lead - Government Solutions Senior Vice President

Dry Town CM / PM

Task Descriptions	Staffing: Sr Project Manager	Staffing: Construction Manager	Staffing: QA / QC	Staffing: BKF Resource Hours	Project Cost: Total Costs
	$229	$190	$285		
Task 1 Project Management					
Project Management Construction - 5 Months - PM Part Time (Avg 20hrs Week) Closeout / Commissioning / Health Dept Approval (Dec - March)	500		70	570	$134,450
Task 2 Construction Manager					
Part Time Construction Management Services ** 5 months (80 hours close out / 500 Part Time)		578		578	$109,820
Total Staff Hours	500	578	70	1,148	$244,270
Subtotal Staff Costs	$114,500	$109,820	$19,950		

** Part-time construction management assumes issuance of the anticipated September 1, 2026, Notice to Proceed for the Citywide Street Sweeping Signage Project and reassignment of Mr. Adawiya to Project Manager duties for that project.

FIRST AMENDMENT TO AGREEMENT A- 9506
BETWEEN THE CITY OF PALMDALE AND BKF ENGINEERS / MNS ENGINEERS, INC.

This FIRST Amendment to Agreement No. A-9506 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and BKF ENGINEERS / MNS ENGINEERS, INC. (hereinafter called "CONSULTANT"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on 9/15/2025 ("Original Agreement") the CITY and CONSULTANT entered into an agreement to provide:

Project / Construction Management and Construction Observation services on PN 924 DryTown Water Park Thrill Ride Attraction Project.

WHEREAS, the parties desire to amend the Original Agreement to:

Extend the Contract Term through to March 31, 2027.

Additionally, since the execution of the Agreement, CONSULTANT has changed its legal name from MNS Engineers, Inc. to BKF Engineers.

NOW THEREFORE, the parties agree as follows:

SECTION 4 Contract Term

The contract term shall be extended through March 31, 2027; an additional NINE (9) Months.

Original agreement - 10 months; expiring June 30, 2026
Amendment #1 - additional 9 months; expiring March 31, 2027

All other terms and conditions of the Original Agreement not amended herein, remain in full force and effect.

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:

Salvador Mendez
Jul 27, 2026, 11:34 AM PDT

Salvador Mendez
City Manager

Lee Torres
Jul 22, 2026, 4:06 PM PDT

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

BKF ENGINEERS / MNS ENGINEERS, INC.:


Jul 23, 2026, 8:59 AM PDT

Clifford M. Maurer, P.E.
Senior Vice President

ADDRESS FOR NOTICE:
BKF ENGINEERS / MNS ENGINEERS, INC.
201 North Calle Cesar Chavez, Ste. 300
Santa Barbara, CA 93103

APPROVE AS TO FORM:

Alexandra Severino
Jul 23, 2026, 2:21 PM PDT

Alexandra Severino
City Attorney

ATTEST:

Rochelle Scott
Aug 3, 2026, 4:18 PM PDT

Rochelle Scott
City Clerk

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

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Original contract and previous amendment(s) (if any) are attached
■Attached Agreement Checklist and met all requirements
□Attach Quotes, Solicitation Docs, City's Best Interest, Government Code, etc.

Record of Signing

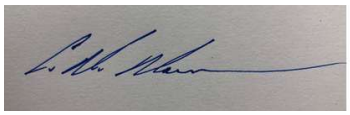
For	City of Palmdale
Name	Leonardo Torres
Title	



Signed on Jul 22, 2026 4:06 PM PDT

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UTC Signing time: 2026-07-22 23:06:06 UTC
IP Address: 45.62.177.244
Email: ltorres@cityofpalmdaleca.gov

For	BKF
Name	Clifford
Title	Senior VP



Signed on Jul 23, 2026 8:59 AM PDT

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IP Address: 142.129.34.77
Email: clifford.maurer@bkf.com

For	City of Palmdale
Name	Alexandra Severino
Title	



Signed on Jul 23, 2026 2:21 PM PDT

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SigningID: 033ufroGlR5k3x7xXF70WA
UTC Signing time: 2026-07-23 21:21:12 UTC
IP Address: 97.131.106.147
Email: aseverino@harperburns.com

For	smendez@cityofpalmdaleca.gov
Name	Salvador Mendez
Title	



Signed on Jul 27, 2026 11:34 AM PDT

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DocumentID: 033u96Nw5QHx8TktIcEyMc
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UTC Signing time: 2026-07-27 18:34:04 UTC
IP Address: 174.205.96.134
Email: smendez@cityofpalmdaleca.gov

For	City of Palmdale
Name	Rochelle Scott
Title	City Clerk



Signed on Aug 3, 2026 4:18 PM PDT

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SigningID: 0340zTYRdW1fr6T2t1nUuP
UTC Signing time: 2026-08-03 23:18:32 UTC
IP Address: 45.62.177.244
Email: rscott@cityofpalmdale.org

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AGREEMENT NO. A-9506
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND MNS ENGINEERS, INC.

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract" herein) is made and entered into by and between the City of Palmdale a public body corporate and politic, (hereinafter called "CITY") and MNS ENGINEERS, INC. (hereinafter called "CONSULTANT"). This Contract shall become effective on the date of the last signatory.

RECITALS

WHEREAS**,** City desires to engage CONSULTANT to provide certain consultant services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in this Contract. And, if required, is duly registered under the laws of the State of California; and

WHEREAS, CONSULTANT desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

1.1 The City hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to provide the following services:

Project / Construction Management and Construction Observation on PN 924 DryTown Water Park Thrill Ride Attraction Project.

A) Coordinate schedule and deliverables
B) Design and Construction phases Support
C) Procurement and Construction Communication Management
D) Meeting Facilitation and Coordination
E) Construction Observation Services

Task 1 Project Management Services - Design and Construction Phase

1.1 Project Coordination and Oversight
1.2 Schedule and Deliverables Management
1.3 Contract Administration Support
1.4 Stakeholder Coordination and Meetings
1.5 Deliverables

Task 2 Construction Observation Services

2.1 Site Observation
2.2 Documentation and Reporting
2.3 Issue Resolution Support
2.4 Deliverables
2.5 Coordination with City Building and Safety Division

CONSULTANT's detailed proposal attached as Exhibit "A".

CONSULTANT shall perform and complete all such work and services in a manner satisfactory to CITY.

1.2 Project deliverables shall be reviewed and approved by CITY to determine acceptable completion. CITY shall have the right to review and inspect the work during the course of its performance at such times as may be specified by CITY.

1.3 CONSULTANT shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract change order or amendment and signed by CITY. Any extensions of time must be mutually agreed upon in writing and executed by both parties.

1.4 CITY shall provide to CONSULTANT, without charge, all data, program information, including reports, records, maps, and other information, now in CITY's possession, which may facilitate the timely performance of the work.

2 CITY PROJECT MANAGER

To provide the services required by this Contract, CONSULTANT shall act under the authority and approval of a Project Manager appointed by CITY. The City Project Manager will oversee the work under this Contract, assist CONSULTANT with any necessary information, audit billings, and approve payments. CONSULTANT shall channel reports, deliverables, and special requests through the City Project Manager.

3 CONSULTANT'S KEY PERSONNEL

CONSULTANT's Team and Key Personnel are as follows:

Sheila Niebla, P.E., Senior Project Engineer Robert Newman, P.E., PLS

This Consultant Services Contract has been awarded to CONSULTANT based on its representation that those personnel and subcontractors listed above will perform the portions of the work listed herein. CONSULTANT shall not deviate nor substitute any of these team members without prior written approval by CITY.

4 CONTRACT TERM

The term of this contract is September 2025 to June 30, 2026; TEN (10) MONTHS, commencing on the effective date, with CITY reserving the option to extend the agreement for TWO (2) additional terms of one year each.

5 TAXES

5.1 CONSULTANT shall pay all sales, consumer, use, and other similar taxes required to be paid by CONSULTANT in accordance with state and local laws.

5.2 CONSULTANT is an independent contractor and shall have no power or authority to incur any debt, obligation, or liability on behalf of CITY. No person employed by CONSULTANT or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

5.3 CONSULTANT shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

6 PATENT FEES AND ROYALTIES

CONSULTANT shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified by CITY for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. CONSULTANT shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product or device not specified by CITY, and shall defend all such claims in connection with any alleged infringement of such rights.

7 STANDARDS OF PERFORMANCE

CONSULTANT shall be responsible for the completeness and accuracy of its services and work and documents resulting there from, and CITY shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct any such deficiencies or errors without additional compensation and without cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY -furnished information.

8 CONSULTANT’S PERSONNEL

8.1 All services required under this Contract shall be performed by CONSULTANT, or under CONSULTANT’S direct supervision, and all personnel shall

possess the qualifications, permits and licenses required by State and local law to perform such services.

8.2 CONSULTANT shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Contract, and compliance with all reasonable performance standards established by CITY.

8.3 CONSULTANT shall be responsible for payment of all CONSULTANT's employees' and subcontractor's wages and benefits and shall comply with all requirements pertaining to the employer's liability, workers' compensation, unemployment insurance, and Social Security.

8.4 CONSULTANT shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from CONSULTANT's acts or omissions with respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, CITY shall pay to CONSULTANT an amount not to exceed the sum of TWO HUNDRED and NINETY-NINE THOUSAND, NINE HUNDRED and EIGHTY-SEVEN dollars ($299987.00), payable as follows:

Task 1 Project / Construction Management = $209,974
Task 2 Construction Observation Services = $ 90,013

CONSULTANT to submit an itemized invoice monthly for services performed the prior month.

CONSULTANT's detailed Fee Schedule / Cost Proposal is included in the attached proposal as Exhibit "A".

The Contract Price is CONSULTANT'S estimate of its charges for all of the services, including all labor, equipment, material, subcontractor and reimbursable costs, to be provided under this Agreement. Progress payments shall be made on a time and material basis. Final payment shall be made upon completion of all services and City acceptance of all deliverables, not-to-exceed the Contract Price.

9.2 CONSULTANT shall perform no work in excess of the total contract price without prior written approval of CITY. Total contract price includes expenses related to travel to and from CITY to meet with City and to appear, if so required, before City Council or any other board or commission of CITY.

9.3 CONSULTANT shall maintain adequate records and shall permit inspection and audit by CITY of CONSULTANT's charges under this Contract. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to CITY and any specified public agencies. Such records shall be maintained by CONSULTANT for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event CONSULTANT shall retain its records for the time required by such laws.

9.4 No payment made hereunder by CITY to CONSULTANT, shall be construed as an acceptance by CITY of any work or materials, nor as evidence of satisfactory performance by CONSULTANT of its obligations under this Contract.

10 INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT and any contractors or subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter "Indemnified Parties") for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of CONSULTANT, its contractors or subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, CONSULTANT and, as applicable, any contractors or subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONSULTANT shall ensure that the contract of any contractor or subcontractor working under this agreement contain an indemnity agreement, requiring the contractor or subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONSULTANT shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

11 INSURANCE

11.1 CONSULTANT, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 11.8, must be reviewed and accepted by the City Attorney**.

11.1.1 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

11.1.2 Professional Liability (Errors & Omissions) Insurance*

- $1,000,000 limit on a per occurrence basis

11.1.3 Commercial General Liability

- $1,000,000.00 limit on a per occurrence basis
- $2,000,000.00 general aggregate limit

11.1.4 Commercial Automobile Liability

- $1,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

11.2 All of CONSULTANT's policies shall contain an endorsement providing that written notice shall be given to CITY at least thirty- (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

11.3 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, in the same manner as the named 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 certificate and endorsements shall state: "The City of Palmdale, the Successor Agency of the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Industrial Development Authority of the City of Palmdale, Palmdale Airport Authority, their officers, agents, employees and volunteers are named as additional insured's."

B. "Severability of Interest" clause.

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

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

11.6 Any policy or policies of insurance that CONSULTANT 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.

11.7 All insurance coverage must be maintained throughout the duration of this Contract.

11.8 Acceptable Proof of Insurance:

11.8.1 ACORD Certificate of Insurance listing all coverages, limits, deductibles and insureds; and endorsements for all applicable coverages if agent has authority to issue it; Additional insured Form CG20101185 or CG20100707 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

11.8.2 Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements listing all insurers must be submitted to the City Attorney.

11.8.3 *When professional (E&O) liability coverage is provided on a "claims made basis", CONSULTANT 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 CONSULTANT, or its officers, employees, or agents during the time this Agreement was in effect.

11.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONSULTANT 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 CONSULTANT shall require any and all subcontractor's 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 CONSULTANT shall be subject to all other insurance requirements that are stated herein.

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

12 TERMINATION WITHOUT CAUSE

CITY reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-consultants to cease such work. CONSULTANT shall also surrender to CITY all finished or unfinished documents or programs and other materials, which shall be City's property. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

13 TERMINATION FOR CAUSE

13.1 If the City determines that the CONSULTANT has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, the City shall give written notice to the CONSULTANT specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for the City's dissatisfaction and suggest corrective measures. If, after thirty days, the CONSULTANT has failed to implement the corrective measures, the City may elect to terminate this Contract, in whole or in part.

13.2 In the event the City terminates this Contract in whole or in part as provided herein above, the City may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

13.3 If this Contract is terminated as provided above, the City may require the CONSULTANT to provide all finished or unfinished documents, data, studies, software, drawings, maps, photographs, reports, etc., prepared by the CONSULTANT. Upon such termination, the CONSULTANT shall be paid an amount equal to the value of the services provided and work performed as of the date of termination. Such payment by the City may take into consideration the costs associated with hiring another CONSULTANT to complete the services. In the event no new CONSULTANT is employed, the CONSULTANT shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses.

The above is in addition to any other remedies available by law or equity to the City.

13.4 If, after notice of termination of the Contract under the provisions of this Section 13, it is determined, for any reason, that CONSULTANT was not in default, or

that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 12.

14 DISPUTE RESOLUTION

All claims, disputes, and other matters in question between CITY and CONSULTANT arising out of, or relating to this Contract, or the breach thereof shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

15 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, research, field notes, investigations, analysis, and studies which are prepared in the performance of this Contract are to be, and remain the property of CITY. CONSULTANT shall furnish CITY, upon its request, originals or reproducible or electronic copies of reports, studies and of all other documents listed above.

16 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

16.1 CONSULTANT shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to CONSULTANT from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services covered, identification of the proposed assignee, delegates or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegates or subcontractor shall include the following:

A. The amount involved, together with CONSULTANT's analysis of such cost or price; and

B. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY.

C. The requirement to hire only those persons authorized by federal law to work in the United States.

16.2 Any assignment, delegation or subcontract shall be made in the name of CONSULTANT and shall not bind or purport to bind CITY and shall not release CONSULTANT from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CONSULTANT under this Contract.

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

17.1 In performance of this Contract, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, or age. CONSULTANT 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, marital status, sexual orientation or age. 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.

17.2 The provisions of subsection 17.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONSULTANT and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

18 FINANCIAL INTEREST CERTIFICATION

18.1 CONSULTANT warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no officer or employee of the CITY has any interest, financially or otherwise, in CONSULTANT's firm.

18.2 For breach or violation of this warranty, CITY shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

19 CONFLICT OF INTEREST

19.1 CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONSULTANT to be "financial interested" (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

19.2 CONSULTANT shall not employ any City official or employee to perform any work required pursuant to this Contract.

19.3 If CONSULTANT is a registered professional engineer or licensed land surveyor and the scope of work requires CONSULTANT'S recommendation of the actual formula to spread the costs of an assessment district's improvements, then CONSULTANT shall not participate in making that recommendation if the additional elements set forth in Government Code section 87100.1(c) apply. Those additional elements are: (1) CONSULTANT has received income of $250 or more for professional services in connection with any parcel included in the benefit assessment district within 12 months prior to the creation of the district; and (2) the district includes other parcels in addition to those parcels for which CONSULTANT received the income. In the event a conflict of interest does arise in that context, City shall select a different CONSULTANT to recommend the actual formula to spread the costs of the assessment district's improvements and the costs of such services shall be deducted from the compensation to be paid to CONSULTANT.

19.4 To the extent required by the City Manager/designee, CONSULTANT shall complete and file with the City Clerk a Form 700 Statement of Economic Interests disclosing any reportable property interests, income, gifts, investments, or business positions.

20 COMPLIANCE WITH LAW

20.1 CONSULTANT 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 CONSULTANT uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by CONSULTANT.

20.2 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.

21 NOTICES

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

22 ENTIRE CONTRACT AND AMENDMENTS

22.1 This Contract is the complete agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

22.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by CONSULTANT hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

22.3 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

23 ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret any provisions of this Contract, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

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:

Salvador Mendez
Signed: 9/11/2025

Salvador Mendez
City Manager Pro Tem

Lee Torres
Signed: 9/9/2025

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

MNS ENGINEERS, INC.:

jeff edwards
Signed: 9/9/2025

Jeff Edwards
Vice President

ADDRESS FOR NOTICE:
MNS ENGINEERS, INC.
100 E. Thousand Oaks Blvd.
Thousand Oaks, CA

APPROVE AS TO FORM:

Alexandra Halfman
Signed: 9/11/2025

Alexandra Halfman
City Attorney

ATTEST:

Roxanne Faber
Signed: 9/15/2025

Roxanne Faber
City Clerk

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

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title



Signed on 2025-09-09 16:52:07 GMT

Secured by Concord™
DocumentID: 030zsn0FzPUusO3dfieKJz
SigningID: 030zsn0FhHHdMXSL1U0qgr
Signing date: 9/9/2025
IP Address: 206.171.111.149
Email: ltorres@cityofpalmdaleca.gov

For
Name
Title



Signed on 2025-09-09 23:10:33 GMT

Secured by Concord™
DocumentID: 030zsn0FzPUusO3dfieKJz
SigningID: 031024ofQQoqPHaZdOutVJ
Signing date: 9/9/2025
IP Address: 73.231.104.58
Email: jedwards@mnsengineers.com

For
Name
Title



Signed on 2025-09-11 15:43:19 GMT

Secured by Concord™
DocumentID: 030zsn0FzPUusO3dfieKJz
SigningID: 0310zmNJXgFLT4YU034Bnu
Signing date: 9/11/2025
IP Address: 97.131.21.135
Email: amhalfman@harperburns.com

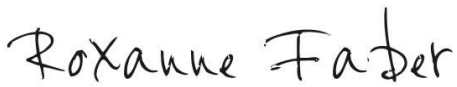
For
Name
Title



Signed on 2025-09-11 19:10:10 GMT

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SigningID: 03114r6IOYcBusss28AOxW
Signing date: 9/11/2025
IP Address: 206.171.111.149
Email: smendez@cityofpalmdaleca.gov

For
Name
Title



Signed on 2025-09-15 14:41:00 GMT

Secured by Concord™
DocumentID: 030zsn0FzPUusO3dfieKJz
SigningID: 0313FbeJuHWNHlyDcsZnpZ
Signing date: 9/15/2025
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org

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Where agreements happen.

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

City Council Staff Report

DATE: **SEPTEMBER 1, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **1**

SUBJECT: **APPROVE SECOND SUPPLEMENTAL TO AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY (UPRR) FOR THE PALMDALE BLVD. AND SIERRA HIGHWAY RAILROAD CROSSING SAFETY UPGRADES PROJECT FOR ADDITIONAL DESIGN REVIEW SERVICES FOR A NOT TO EXCEED AMOUNT OF $100,000**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Second Supplemental to Agreement No. A-8263 with Union Pacific Railroad Company (UPRR) for the Palmdale Blvd. and Sierra Highway Railroad Crossing Safety Upgrades Project for additional design review services for an additional $100,000; and,

2. Authorize the City Manager or his designee to execute the Second Supplemental to Agreement No. A-8263 with UPRR, including minimal and/or non-substantial changes.

BACKGROUND

On March 6, 2013, the City Council authorized a Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) approving $25,000,000 of Measure R Equity Grant funds. $150,000 of these funds were allocated for improvements to State Route 138 (Palmdale Blvd.) between 5th Street East and 10th Street East, including at-grade railroad safety improvements. A budget of $150,000 was allocated for FY 2013-14 through FY 2015-16.

On March 16, 2023, Supplemental Agreement No. 1 was administratively executed for an additional $100,000 to UPRR to address increased design costs or to review additional design elements. resulting from ongoing coordination among Caltrans, the California Public Utilities Commission (CPUC), UPRR, and the City.

DISCUSSION

Since the initiation of the SR 138 (Palmdale Blvd.) at-grade crossing improvement project and the filing of the City's Formal Application with the CPUC, the City has used existing project funds to advance design and coordination to reach the current design milestones. These expenditures have included consultant engineering to improve roadway design, traffic signal and preemption design, preparation and submittal of technical exhibits (including preemption calculations), and participation in CPUC proceedings and technical meetings with UPRR, the Rail Safety Division (RSD), Caltrans, and Southern California Regional Rail Authority (SCRRA).

Additional funding is now required for UPRR to review and approve the final design, address remaining agency comments, and implement the terms under the proposed Settlement Agreement with the CPUC parties. The requested funds will be used to review Plans, Specifications, and Estimates, and to complete remaining coordination with SCRRA, Caltrans, and Metrolink.

The UPRR, as owner-operator of one of the railroad tracks, provides oversight, review, and independent quality assurance of the Project Approval/Environmental Document (PA/ED) and the Plans, Specifications, and Estimates (PS&E). UPRR is also responsible for the ultimate approval of each of these documents. As such, the City must reimburse UPRR for its efforts to review and comment on the project documents.

Supplemental Agreement No. 2, if approved, would increase the amount of reimbursable funding for UPRR to complete the design reviews. This increase is necessary due to the settlement agreement conditions and the extended project timeline.

FISCAL IMPACT

$100,000; This project is funded using Measure R Equity Grant funds. Funds are budgeted and available in FY 2026-27.

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 existing 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-8263 Supplemental No. 2 with UPRR
Agrmt No. A-8263 Supplemental No. 1 with UPRR
Agrmt No. A-8263 MOU with UPRR

SECOND SUPPLEMENTAL

DOT 750603S, East Palmdale Boulevard
MP 413.74, Mojave Subdivision
Palmdale, California

THIS SECOND SUPPLEMENTAL AGREEMENT (the "Second Supplement") is made as of_____, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation **("Railroad")** and the CITY OF PALMDALE, CALIFORNIA **("Agency"),** to be addressed at 38250 Sierra Hwy, Palmdale, California 93550.

RECITALS

By instrument dated March 7, 2016, Railroad and Agency entered into an agreement for engineering services identified by UPRR Project Number 716386 **(the "Agreement")**.

By instrument dated April 5, 2023, Railroad and Agency entered into a supplement to the Agreement ("Supplement") to include additional funding in the amount of One Hundred Thousand Dollars ($100,000.00).

The Agency has requested a second supplement to the Agreement ("Second Supplement") to include an addendum for additional funding in the amount of One Hundred Thousand Dollars ($100,000.00) for engineering services as shown on the Exhibit Addendum attached hereto.

AGREEMENT

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION 1 **- AMENDMENT OF THE AGREEMENT**

Railroad hereby amends the Agreement to include the attached Exhibit Addendum.

The Agreement is amended to include an Estimate to cover additional engineering services in the amount of One Hundred Thousand Dollars ($100,000.00) as shown on the Exhibit Addendum, attached hereto and hereby made a part thereof to the Agreement, which shall be, and hereby is amended to include the attached Exhibit Addendum.

SECTION 2 - **EFFECTIVE DATE**

This Second Supplemental Agreement shall be effective as of the instrument date above.

SECTION 3 - **AGREEMENT SUPPLEMENTAL**

This agreement is supplemental to the Agreement, as herein amended, and nothing herein contained shall be construed as amending or modifying the same except as herein specifically provided.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplement to be executed in duplicate as of the date first herein written.

CITY OF PALMDALE, CALIFORNIA

_____
Signature

Salvador Mendez
_____
Printed Name

City Manager
_____
Title

_____
Date

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

_____
Signature

Kenneth Tom
Printed Name

Manager I, Industry & Public Projects
Title

_____
Date

APPROVED AS TO FORM:

_____ Date: _____
Alexandra Severino
City Attorney

ATTEST:

_____ Date: _____
Rochelle Scott
City Clerk

Exhibit C Addendum

To Agreement

Railroad's Estimate

ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within the railroad right of way. All necessary railroad services will be billed at actual cost.

DATE: 06-08-2026
LOCATION: Palmdale **SUBDIVISION:** Mojave Sub **STATE:** CA
DOT: 750603S

DESCRIPTION	LABOR	MATERIALS	UP 0%	AGENCY 100%	TOTAL
ENGINEERING					
Project Management & Plan Review	$100,000.00	$0.00	$0.00	$100,000.00	$100,000.00
TOTAL PROJECT:	**$ 100,000.00**	**$ 0.00**	**$ 0.00**	**$ 100,000.00**	**$ 100,000.00**

TOTAL ESTIMATED COST: **$ 100,000.00**

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

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CITY OF PALMDALE
CITY CLERK ORIGINAL
A-8263

UPRR ITEMS
Project 716386

SUPPLEMENTAL AGREEMENT

for SR 138 DOT 750603S
MP 413.74 Mojave Subdivision
Palmdale, Los Angeles County, California

THIS SUPPLEMENTAL AGREEMENT (the "Supplement") is made and entered into as of **4/5/2023**, ("Effective Date) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad") and the **CITY OF PALMDALE, CALIFORNIA**, to be addressed at 38250 Sierra Highway, Palmdale, CA, 93550 ("Agency").

RECITALS

By instrument dated March 16th, 2016, Union Pacific Railroad Company and the Agency entered into an agreement identified by the UPRR Project number above (the "Agreement").

The Agency has requested a Supplemental Agreement to include an addendum to Exhibit A (the "Exhibit").

AGREEMENT

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION 1 - **AMENDMENT OF THE AGREEMENT**

Railroad amends the Agreement to include an addendum to the Exhibit.

The Agreement, and the related Exhibit attached to the Agreement, is amended to include an Estimate to cover additional engineering services in the amount of **One Hundred Thousand Dollars ($100,000.00)** as shown on the Exhibit Addendum, attached hereto and hereby made a part hereof as Exhibit to the Agreement, which shall be, and hereby is amended to include the attached Exhibit Addendum.

SECTION 2 - **EFFECTIVE DATE**

This Supplemental Agreement shall be effective as of the instrument date above.

SECTION 3 - **AGREEMENT SUPPLEMENTAL**

This agreement is supplemental to the Agreement, as herein amended, and nothing herein contained shall be construed as amending or modifying the same except as herein specifically provided.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed in duplicate as of the date first herein written in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

DocuSigned by:
Kenneth Tom
B01421617E0B456...
Signature

Kenneth Tom
Printed Name

Manager I, Engineering - Public Projects
Title

4/5/2023
Date

CITY OF PALMDALE, CALIFORNIA

Signature

Ronda Perez
Printed Name

City Manager
Title

Date

APPROVE AS TO FORM:

By:
Signature

William P. Curley, III
Printed Name

Interim City Attorney
Title

Date

ATTEST:

Signature

Roxanne Faber
Printed Name

Acting City Clerk
Title

3/16/23
Date

DocuSign Envelope ID: C25CC0C6-B5C9-4A4E-A13C-F89BF8B85F3C

Exhibit Addendum

To Agreement

Railroad's Estimate

DocuSign Envelope ID: C25CC0C6-B5C9-4A4E-A13C-F89BF8B85F3C

ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for preliminary engineering work.

DATE:
1/30/2023

LOCATION:
Palmdale, California
DOT: 750603S

SUBDIVISION / MILEPOST:
Mojave / 413.74

				UP	Agency	
DESCRIPTION	**Unit**	**LABOR**	**MATERIAL**	**0%**	**100%**	**TOTAL**
ENGINEERING Public Projects Management & Plan Review	**1.0**	$ 100,000	$ -	$ -	$ 100,000	**$ 100,000**
TOTAL PROJECT:		**$ 100,000**	**$ -**	$ -	$ 100,000	**$ 100,000**

TOTAL ESTIMATED COST: **$100,000**

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

DocuSign

Certificate Of Completion

Envelope Id: C25CC0C6B5C94A4EA13CF89BF8B85F3C
Status: Completed
Subject: Please Review & Execute: PE-Supp > CA > PALMDALE > SR 138 > DOT 750603S
Source Envelope:
Document Pages: 4
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central America

Envelope Originator:
Alex Campbell
1400 Douglas St MS910
Omaha, NE 68179
acampbe@upcontractor.up.com
IP Address: 198.47.204.197

Record Tracking

Status: Original
4/5/2023 3:06:38 PM
Holder: Alex Campbell
acampbe@upcontractor.up.com
Location: DocuSign

Signer Events	Signature	Timestamp
Kenneth Tom KTOM@UP.COM Manager I, Industry & Public Projects UPRR Security Level: Email, Account Authentication (None)	DocuSigned by: Kenneth Tom B01421617E0B456... Signature Adoption: Pre-selected Style Using IP Address: 198.47.204.138	Sent: 4/5/2023 3:13:07 PM Viewed: 4/5/2023 3:32:29 PM Signed: 4/5/2023 3:32:50 PM
Electronic Record and Signature Disclosure: Accepted: 8/20/2020 1:24:31 PM ID: 9bb826c2-9578-419f-b27f-56f613152da7		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cody Hicks chicks@cityofpalmdale.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/5/2023 3:32:51 PM Viewed: 4/5/2023 3:35:00 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Richard Koerner RAKOERNE@UPCONTRACTOR.UP.COM Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/5/2023 3:32:52 PM
Electronic Record and Signature Disclosure: Accepted: 3/24/2023 5:44:41 PM ID: dfc9bdcc-7bd3-4d68-9636-7ac33255bd84		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/5/2023 3:13:07 PM
Certified Delivered	Security Checked	4/5/2023 3:32:29 PM
Signing Complete	Security Checked	4/5/2023 3:32:50 PM
Completed	Security Checked	4/5/2023 3:32:52 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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From time to time, Union Pacific Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Union Pacific Corporation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by phone call: (402) 544-3331
To contact us by email send messages to: acampbe@upcontractor.up.com

To advise Union Pacific Corporation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at acampbe@upcontractor.up.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Union Pacific Corporation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to acampbe@upcontractor.up.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Union Pacific Corporation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to acampbe@upcontractor.up.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Union Pacific Corporation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Union Pacific Corporation during the course of your relationship with Union Pacific Corporation.

PALMDALE

a place to call home

JAMES C. LEDFORD, JR.
Mayor

STEVEN D. HOFBAUER
Mayor Pro Tem

MIKE DISPENZA
Councilmember

ROXANA MARTINEZ
Councilmember

FREDERICK THOMPSON
Councilmember

38300 Sierra Highway

Palmdale, CA 93550-4798

Tel: 661/267-5200

Fax: 661/267-5233

TDD: 661/267-5167

February 22, 2016

Daniel Z. Moreno, Manager
Industry & Public Projects
Union Pacific Railroad Company
2015 S. Willow Avenue
Bloomington, CA 92316

RE: AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES AND SUBMITTAL OF EXHIBIT "A" FOR RAILROAD APPROVAL

Crossing: At-Grade Crossing Widen
Public: Yes
State: CA City: Palmdale
MP 413.70 / Mojave Subdivision
Palmdale Blvd (SR-138) / DOT # 750603S
Los Angeles County

Dear Mr. Moreno:

Plans are being prepared by the City of Palmdale (City) in cooperation with the California Department of Transportation District 7 and LA Metro to widen Palmdale Boulevard including the existing at-grade crossing at the location referenced above. The proposed work includes widening Palmdale Boulevard (State Route 138) between 5th Street East and 10th Street East to three lanes in each direction and widening Sierra Highway to three lanes in each direction between Avenue R and Avenue Q. In connection with the project, the City considers it necessary for the successful advancement of the project for the Union Pacific Railroad (Railroad) to collaborate in the development of the project by performing the following:

- preliminary engineering and other related services
- development of cost estimates
- review of the project's preliminary layouts
- submit current train and switching moves

Auxiliary aids provided for communication accessibility upon 72 hours notice and request.

The City authorizes and agrees to reimburse the Railroad for its expenses and actual costs that are incurred for collaborating in the development of the project's preliminary engineering and other preliminary activities. The Railroad has estimated that these preliminary engineering and other preliminary costs will be Twenty Thousand Dollars ($20,000). Payment will be made within thirty (30) days from the City's receipt and approval of the Railroad's request for reimbursement. Railroad will refer to City's Project Number (PN 653) and forward Invoices to (Mr. Mike Behen, GIS/Transportation Manager, 661-267-5337 / mbehen@cityofpalmdale.org).

Attached for the Railroad's review and approval is one (1) crossing concept exhibit marked **Exhibit A**, which show the basic features of the proposed highway project and crossing improvements at the location referenced above. Please review and provide comment on the basic features of the **Exhibit A** as soon as possible. Also enclosed is one (1) set of photos of the project area.

The project may require the Railroad to incur costs for force account activities. Please prepare the railroad force account cost estimate for work activities to be provided by your company, as identified in **Exhibit A** and submit them at your earliest convenience so that they may be attached to the railroad generated Construction & Maintenance (C&M) agreement.

Please verify the number of current regular train (4 per day) and switching movements (2 per day); and the maximum timetable speed (70 mph) at this location as currently shown in the Railroad's inventory records. This information will be used by the City's contractor to obtain Railroad Protective Liability Insurance.

This agreement is intended to address Preliminary Engineering. It is understood by both parties that the Railroad may withhold its approval for any reason directly or indirectly related to safety or its operations, property issues or effect to its facilities. If the Project is approved, the Railroad will continue to work with the City to develop Final Plans, Specifications and prepare Material and Cost Estimates for Railroad Construction Work associated with the project. It is also understood that if the project is constructed, if at all, it shall be at no cost to the Railroad.

The City and the Railroad will enter into separate License, Right of Entry, and C&M agreements associated with the actual construction of the project if the project is accepted and approved by the railroad. The construction agreements will be drafted by the Union Pacific Railroad and forwarded to the City, Caltrans and LA Metro, as appropriate, after the **Exhibit A** and cost estimates have been approved.

Please contact the City's consultant Kathryn Grack of Parsons at telephone number 949 333-4490 / kathryn.grack@parsons.com or me at 661-267-5337 / mbehen@cityofpalmdale.org, if you have any technical questions. Your assistance in this matter is appreciated.

Sincerely,

Mike Behen
GIS/Transportation Manager

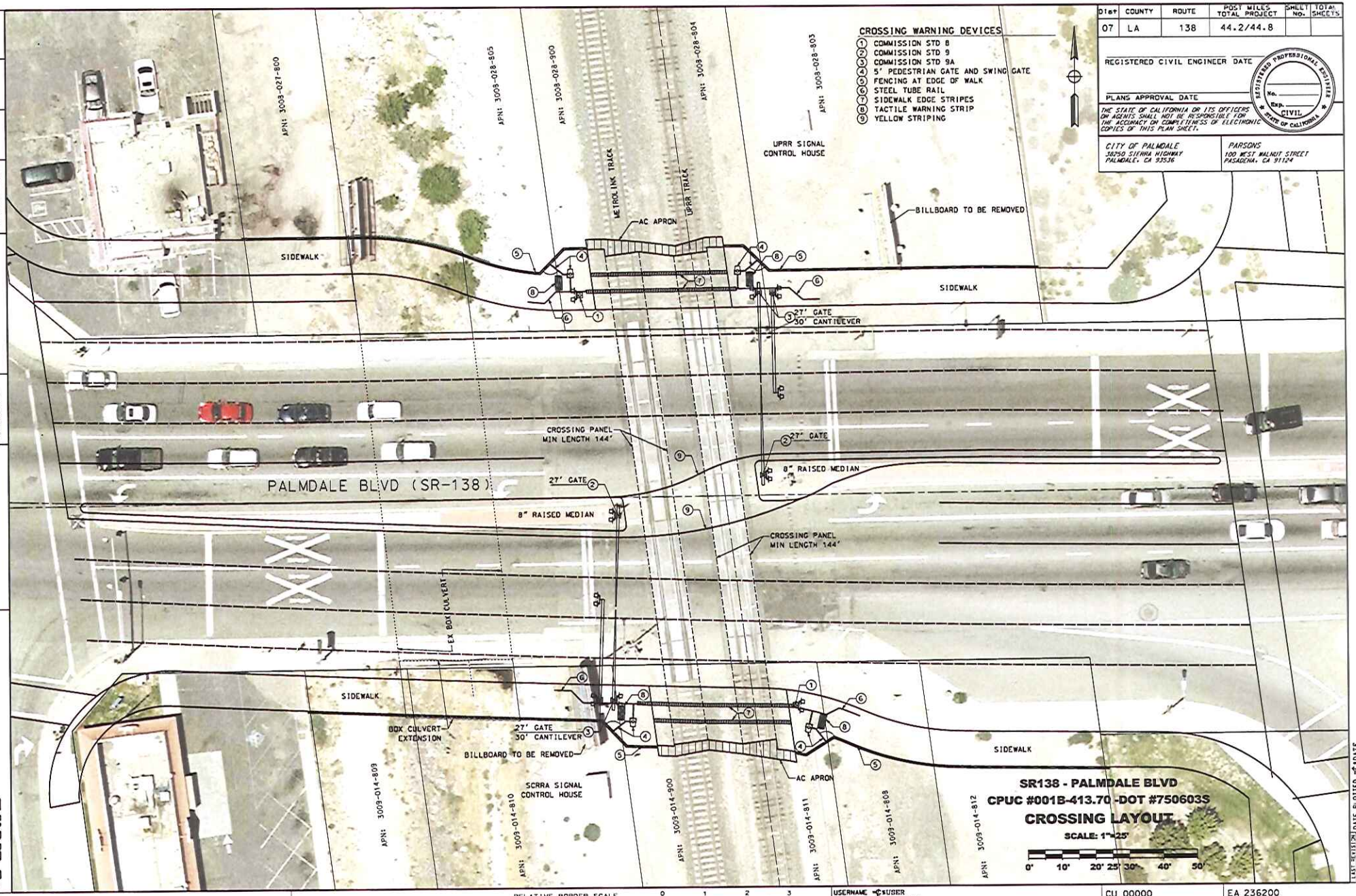
UNION PACIFIC RAILROAD COMPANY

By Daniel Z. Moreno Date 3/7/2016

Name and Title Manager Industry & Public Projects

Attachment(s)

cc: Mike Mischel
Bill Padilla



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
07	LA	138	44.2/44.8		

REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER No. Exp. CIVIL STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

CITY OF PALMDALE
38250 SIERRA HIGHWAY
PALMDALE, CA 93536

PARSONS
100 WEST WALNUT STREET
PASADENA, CA 91124

REVISED BY | DATE REVISED | CALCULATED-DESIGNED BY | CHECKED BY | CONSULTANT FUNCTIONAL SUPERVISOR

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans

LAST REVISION DATE PLOTTED =<DATE
00-00-00 TIME PLOTTED =<TIME

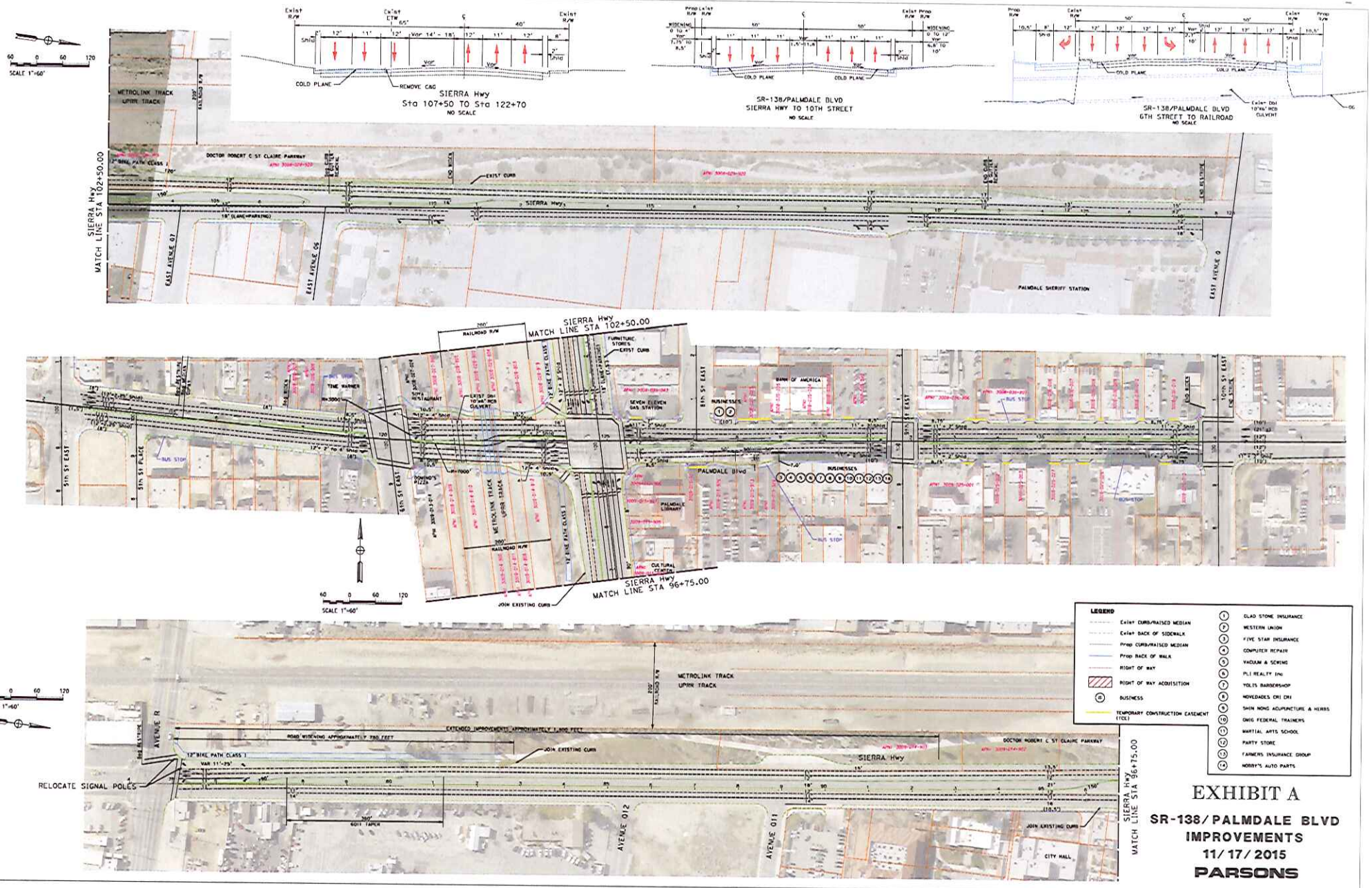
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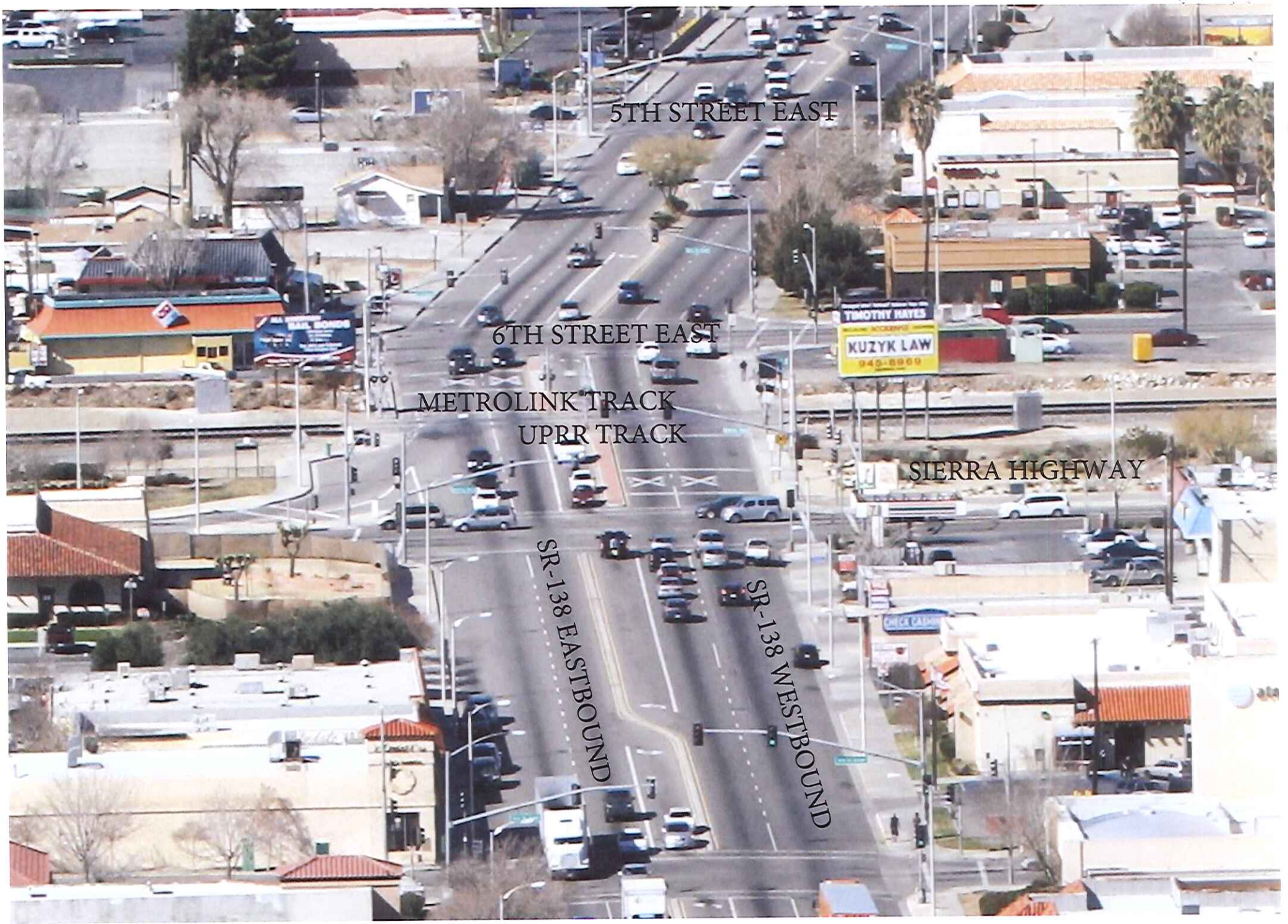
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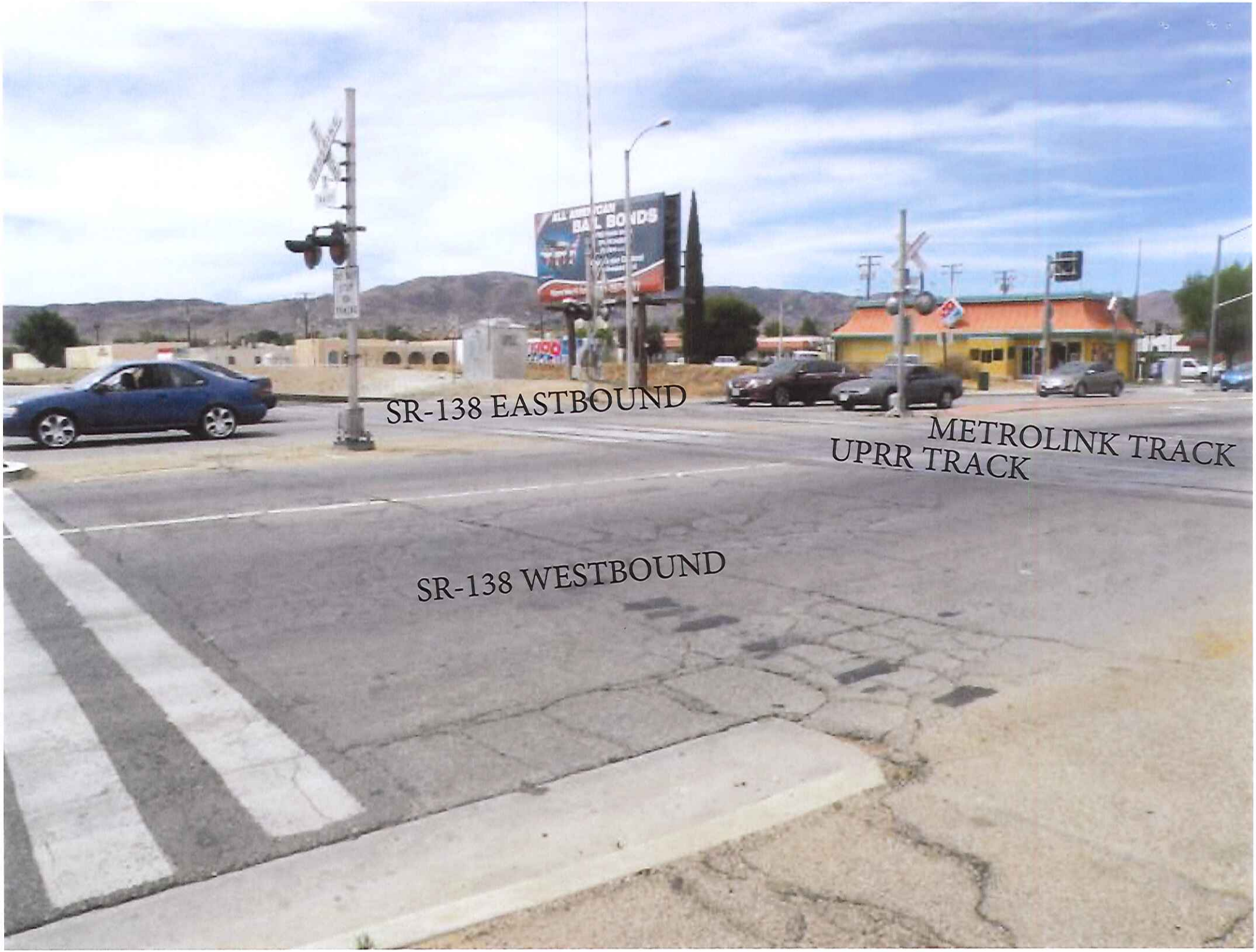
CU 00000

EA 236200


SIERRA Hwy
Sta 107+50 TO Sta 122+70
NO SCALE
SR-138/PALMDALE BLVD
SIERRA HWY TO 10TH STREET
NO SCALE
SR-138/PALMDALE BLVD
6TH STREET TO RAILROAD
NO SCALE
SCALE 1"=60'
SIERRA Hwy
MATCH LINE STA 102+50.00
METROLINK TRACK
UPRR TRACK
DOCTOR ROBERT C ST CLAIRE PARKWAY
12' BIKE PATH CLASS I
EXIST CURB
EAST AVENUE Q7
EAST AVENUE Q6
EAST AVENUE Q
PALMDALE SHERIFF STATION
SIERRA Hwy
MATCH LINE STA 102+50.00
RAILROAD R/W
FURNITURE STORES
EXIST CURB
TIME WARNER
EXIST 084 10'x6' RCB CULVERT
SEVEN ELEVEN GAS STATION
BANK OF AMERICA
BUSINESSES
BUS STOP
5th ST EAST
10th ST EAST
PALMDALE BLVD
PALMDALE LIBRARY
CULTURAL CENTER
METROLINK TRACK
UPRR TRACK
JOIN EXISTING CURB
SIERRA Hwy
MATCH LINE STA 96+75.00
SCALE 1"=60'
METROLINK TRACK
UPRR TRACK
EXTENDED IMPROVEMENTS APPROXIMATELY 1,800 FEET
ROAD WIDENING APPROXIMATELY 750 FEET
JOIN EXISTING CURB
12' BIKE PATH CLASS I
VAR 11'-25'
AVENUE R
RELOCATE SIGNAL POLES
AVENUE Q12
AVENUE Q11
DOCTOR ROBERT C ST CLAIRE PARKWAY
SIERRA Hwy
JOIN EXISTING CURB
CITY HALL
SIERRA Hwy
MATCH LINE STA 96+75.00
LEGEND
Exist CURB/RAISED MEDIAN
Exist BACK OF SIDEWALK
Prop CURB/RAISED MEDIAN
Prop BACK OF WALK
RIGHT OF WAY
RIGHT OF WAY ACQUISITION
BUSINESS
TEMPORARY CONSTRUCTION EASEMENT (TCE)
1 GLAD STONE INSURANCE
2 WESTERN UNION
3 FIVE STAR INSURANCE
4 COMPUTER REPAIR
5 VACUUM & SEWING
6 PLI REALTY Inc
7 YOLIS BARBERSHOP
8 NOVEDADES CRI CRI
9 SHIN NONG ACUPUNCTURE & HERBS
10 OMIG FEDERAL TRAINERS
11 MARTIAL ARTS SCHOOL
12 PARTY STORE
13 FARMERS INSURANCE GROUP
14 HOBBY'S AUTO PARTS
EXHIBIT A
SR-138/PALMDALE BLVD
IMPROVEMENTS
11/17/2015
PARSONS

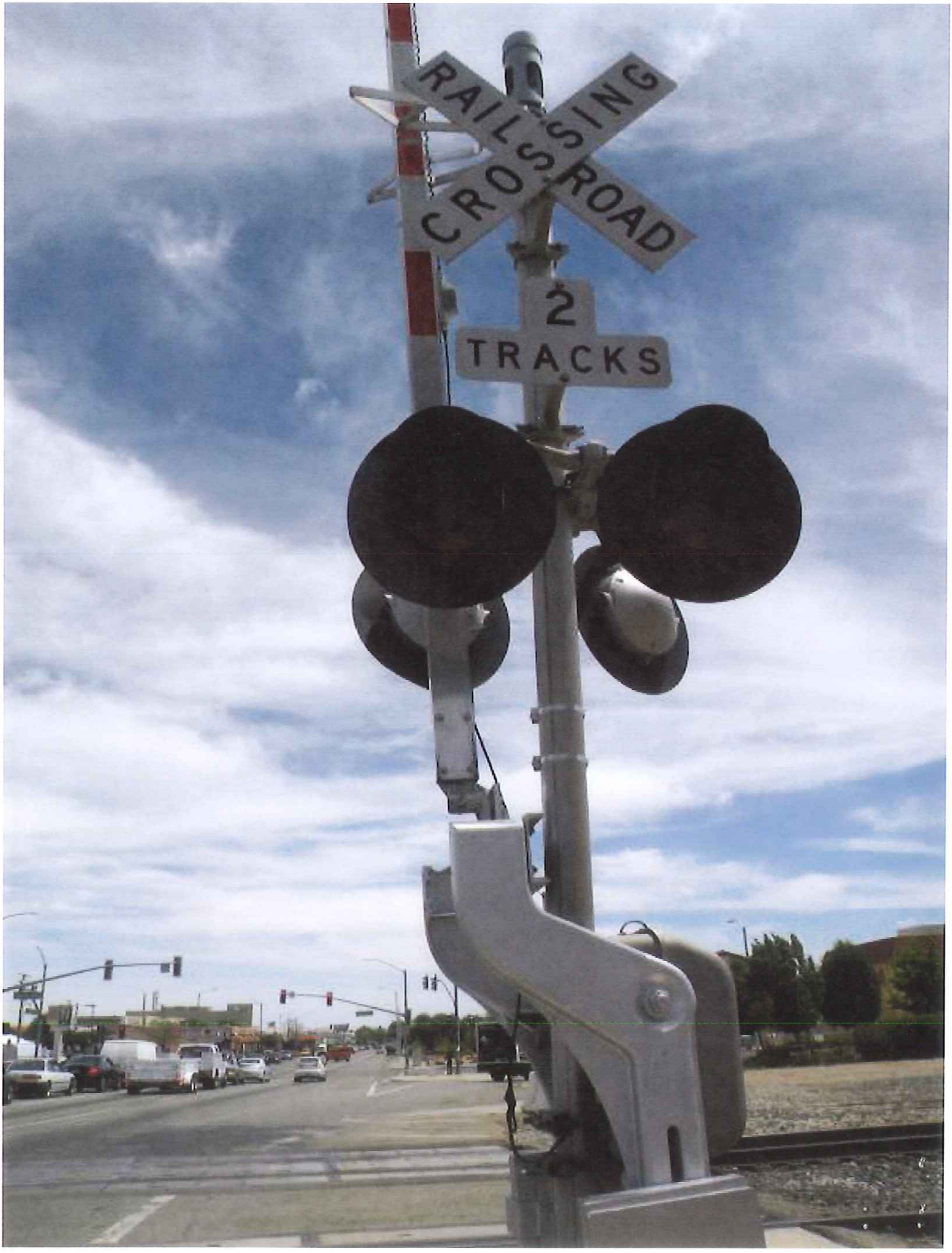

5TH STREET EAST
6TH STREET EAST
METROLINK TRACK
UPRR TRACK
SIERRA HIGHWAY
SR-138 EASTBOUND
SR-138 WESTBOUND
TIMOTHY HAYES
KUZYK LAW


6TH STREET EAST
METROLINK TRACK
UPRR TRACK
KUZYK LAW
945-6969
SIERRA HIGHWAY
SR-138 EASTBOUND
SR-138 WESTBOUND


SR-138 EASTBOUND
METROLINK TRACK
UPRR TRACK
SR-138 WESTBOUND


METROLINK TRACK
UPRR TRACK
SR-138 EASTBOUND


PAWN BIG
WE BUY or
GEMS &
RAILROAD
DITCH
SR-138 EASTBOUND


RAILROAD CROSSING
2
TRACKS


METROLINK TRACK
UPRR TRACK
SR-138 EASTBOUND


BINGO
TURF CLUB
METROLINK TRACK
UPRR TRACK
SR-138 EASTBOUND

City Council Staff Report

DATE: **SEPTEMBER 1, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **5**

SUBJECT: **APPROVE AGREEMENT WITH GAMETIME, A PLAYCORE COMPANY, FOR CONSTRUCTION FOR MCADAM PARK PLAYGROUND RENOVATION PROJECT, PN 839A, FOR A TOTAL NOT TO EXCEED AMOUNT OF $1,326,860, FOR A TERM OF 150 WORKING DAYS FROM THE DATE OF THE NOTICE TO PROCEED**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Agreement No. A-9890 with GameTime, a PlayCore Company (GameTime), for Construction for McAdam Park Playground Renovation Project (Project), PN 839A, for a total not to exceed amount of $1,326,860, which includes a contract amount of $1,206,236, plus a 10% contingency amount of $120,624 for a term of 150 working days from the date of the Notice to Proceed;

2. Authorize the City Manager, or his designee, to execute Agreement No. A-9890 with GameTime, 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 10% contingency amount approved by the Council.

BACKGROUND

On June 5, 2018, California voters approved the Parks and Water Bond Act of 2018 (Proposition 68), authorizing $4 billion in General Obligation bonds to support state and local parks, water infrastructure, flood protection, and environmental protection projects. In 2022, the City was awarded two grants totaling $274,225 through the 2018 Parks Bond Act Per Capita Grant Program, administered by the State of California Natural Resources Agency, for the replacement of existing playground equipment at William J. McAdam Park (McAdam Park), located at 38115 30th Street East.

The Project aims to replace aging equipment, enhance safety, and improve accessibility to promote active recreation and community engagement. The Project scope includes the procurement, delivery, and installation of custom play structures, sensory and musical features, site furniture, safety surfacing, and related site work.

DISCUSSION

The Project utilizes a current cooperative purchasing agreement through OMNIA Partners to secure the best pricing with discounts already applied to the contractual, agreed-upon amounts. The City is assured of receiving competitive pricing. GameTime has been selected for its quality, compliance with safety standards, and ability to deliver a comprehensive playground experience for children of different ages and abilities.

The procurement includes the following key components:

- Play structures for ages 2 through 12 with custom features;
- Site amenities such as benches and signage;
- Site work, including drainage, surfacing, and safety fencing; and,
- Delivery, installation, and inspection services.

FISCAL IMPACT

$1,326,860; Sufficient funds are budgeted and available using funding sources Proposition 68 Grant Funds and Measure AV 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-9890 with GameTime
Proposal

AGREEMENT NO. A- 9890
CONSTRUCTION CONTRACT
BETWEEN THE CITY OF PALMDALE AND GAMETIME

THIS CONTRACT (“Contract”) is made and entered into by and between City of Palmdale, a public entity ("City"), and GAMETIME, 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:

The McAdam Park Playground Renovation Project, PN 839A, (Project), will commence with pre-construction activities, including mobilization of equipment and personnel, installation of temporary safety fencing and signage, and site survey verification.
Site preparation will involve clearing and grubbing existing vegetation, excavation, grading, and removal of the current playground equipment and surfacing, with proper disposal of old materials.
The earthwork phase will include excavation and backfilling for new foundations, installation of gravel bases, and construction of concrete footings and slabs to support the new playground structures and amenities.
The project will then proceed with the supply and installation of new play structures, featuring a custom 2-5 play structure, a ramped 5-12 play structure with a tower and net, and additional features such as the SkyRun Zip Track, Harmonic Chimes, RoxAll See Saw, and Solo Spinner.
Site amenities such as benches, picnic tables, shade structures, and accessible pathways will also be installed, ensuring compliance with ADA standards.
Safety surfacing, fencing, gates, and barriers will be incorporated to enhance safety and accessibility.
Utility work will include the installation of drainage systems like sumps and stormwater management features, along with any required utility connections.
Landscaping, planting, and final site grading will be performed to promote proper drainage and aesthetic appeal.
The project will include ongoing inspections and quality assurance measures to ensure standards and specifications are met, culminating in a final walkthrough and punch list completion.
Closeout activities will consist of providing operation and maintenance manuals, staff training if necessary, and site cleanup, resulting in a revitalized, accessible, and engaging playground for the community.

2 Standard Specifications

Standard Specifications for City projects are those contained in the 2024 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.

Should it apply, the Successor Community Workforce Agreement policies and procedures must be followed as outlined in the attached agreement.

3 Compensation

City shall pay Contractor the total, all-inclusive, NOT-TO-EXCEED amount of one million two hundred six thousand two hundred thirty-six Dollars ($1206236) 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 150 working days of said notice.

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 projected annual recurring services price for each year of the term of the contract. Contractor shall submit all bonds electronically through Surety 2000. 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 B Contractor's License **or Specialty Contractor License consisting of Class C-61/D34 licensee** to perform the required work (“Work”). Contractor’s DIR registration number is 1000015526. Contractor hereby certifies that it holds the required license(s).

CONTRACTOR shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

CONTRACTOR shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

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
$2,000,000.00 limit on a per occurrence basis
$4,000,000.00 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*

$2,000,000.00 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.

The insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The inclusion of the City and its officers, employees, agents, and volunteers as

additional insureds shall not affect any rights the Contractor has under the policy, nor shall it limit the insurer's ability to deny coverage to any insured based on that insured's own acts or omissions.

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 Acceptable 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 Agreement (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 Agreement. 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 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.

27 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.

28 Governing Law

This Contract will be governed by and construed in accordance with the laws of the State of California without reference to change of venue laws. Any legal action in which enforcement of the terms and conditions of this Contract is requested, or in which it is alleged that a breach of this Contract has taken place, shall be filed and prosecuted in the County of Los Angeles, California.

29 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.

30 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.

31 FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (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 1206, beginning at zero (0) days from written notice given by CITY up to a maximum liquidated damage aggregate of ten percent (10%) of the contract price of the equipment delayed.

32 Successors and Assigns

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

33 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.

34 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.

35 Time is of the Essence

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

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	GAMETIME
Salvador Mendez Date City Manager	Clint Whiteside Date Director of Sales Administration
Lee Torres Aug 26, 2026, 4:52 PM PDT	
ADDRESS FOR NOTICE: CITY OF PALMDALE 38250 Sierra Highway Palmdale, CA 93550	ADDRESS FOR NOTICE: GAMETIME 544 Chestnut Street Chattanooga, TN 37402
APPROVE AS TO FORM: Alexandra Severino City Attorney	
ATTEST: Rochelle Scott City Clerk	ATTEST: If Corporation Secretary

[Signatures of contractor on bond(s) must be notarized. Obtain two corporate signatures if contractor is a corporation.]

---------- 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
□2 CFR 200 Checklist (if federally funded)

Record of Signing

For City of Palmdale
Name Leonardo Torres
Title



Signed on Aug 26, 2026 4:52 PM PDT

Secured by Concord™
DocumentID: 034E76fxoI7U2k9P6PZLoL
SigningID: 034E76fkeNmoTPr3kNWPv5
UTC Signing time: 2026-08-26 23:52:29 UTC
IP Address: 45.62.177.244
Email: ltorres@cityofpalmdaleca.gov

concord™
Where agreements happen.

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

McAdam's Park-Playground Renovation - 105267-01-Opt 9
Palmdale, CA



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Tyler@gwpark.com

GREAT WESTERN RECREATION

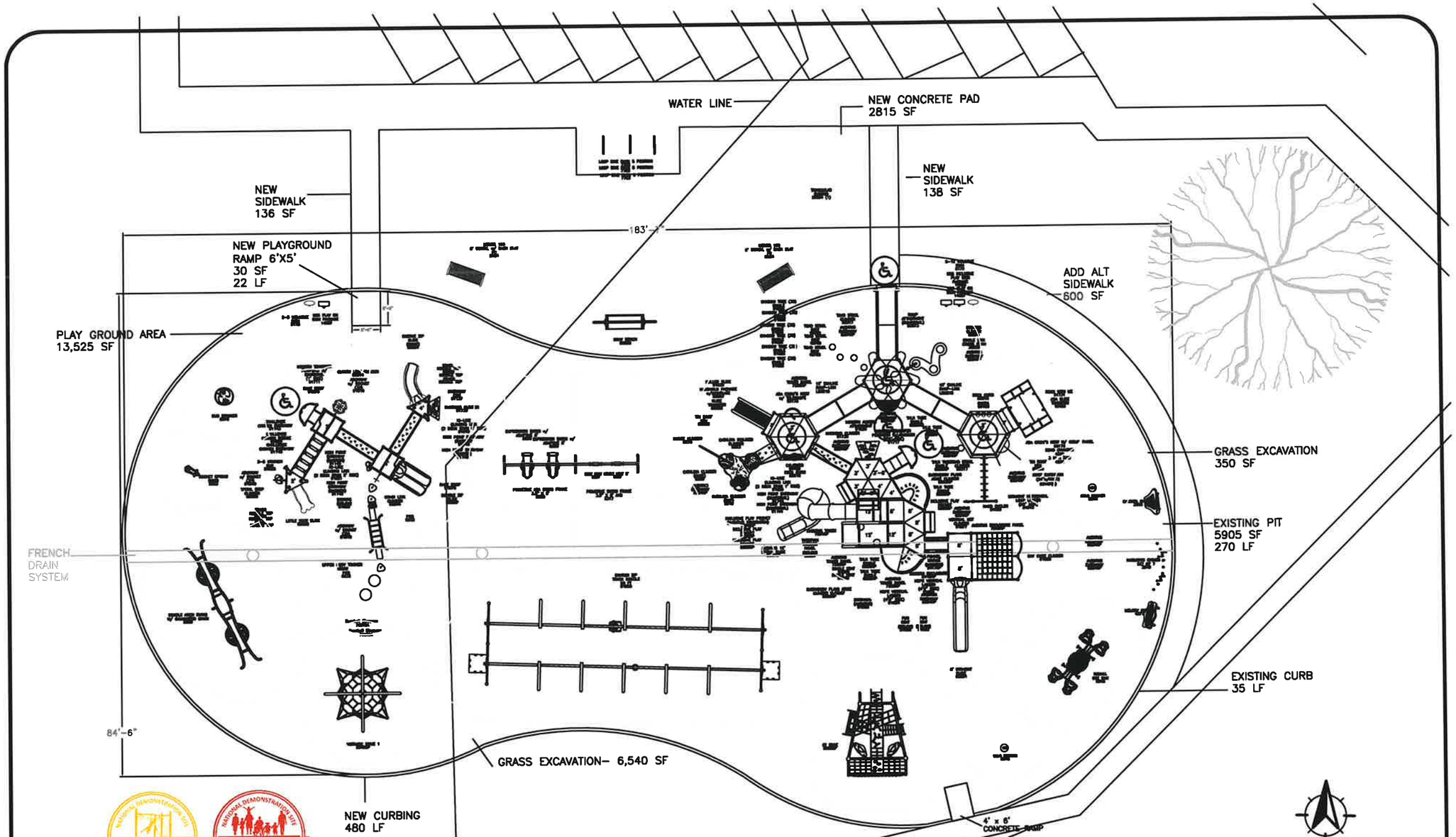
McAdam's Park-Playground Renovation - 105267-01-Opt 9
Palmdale, CA



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

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GREAT WESTERN RECREATION



GREAT WESTERN RECREATION

ISO 9001 CERTIFIED

ISO 14001 CERTIFIED

City of Palmdale
McAdam Park
Palmdale, CA

Representative
Great Western

SALES REP
TYLER KARIOPOULOS
435-760-5103
TYLER@GWPARK.COM

Total Elevated Play Components	10/25		
Total Elevated Play Components Accessible By Ramp	7/12	Required	6
Total Elevated Components Accessible By Transfer	8/21	Required	5/6
Total Accessible Ground Level Components Shown	10/17	Required	3/8
Total Different Types Of Ground Level Components	7/8	Required	3/5

This play equipment is recommended for children ages
2-5 / 5-12

Minimum Area Required:
-

Scale: -

This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
MW

Date:
12/19/25

Drawing Name:
105267-01-Opt 9

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

02/03/2026
Quote #
105267-01-09

McAdam's Park-Playground Renovation Option 9

City of Palmdale
Attn: Jordyn Kelley
38115 30th St E
Palmdale, CA 93550
United States
Phone: 661-267-5424
jkelley@cityofpalmdale.com

Ship to Zip 93550

Qty	Part #	Description	List $	Selling $	Ext. Selling $
		2-5 Play Equipment			
1	RDU	GameTime - Custom 2-5 Play Structure- • Reference Drawing 105267-01-Opt 9	$81,980.00	$63,103.60	$63,103.60
2	768TSA	Landmark Design GFRC - Single Baseball Stepper- 2' w x 2' l x 1' t (each)	$2,500.00	$2,500.00	$5,000.00
1	771TSA	Landmark Design GFRC - Crate Fee for Steppers	$475.00	$475.00	$475.00
1	5059	GameTime - Double Arch Swing (Galv)	$16,294.00	$13,686.96	$13,686.96
1	5178	GameTime - Welcome Sign (2-5)	$825.00	$775.50	$775.50
1	6363	GameTime - Rocket Spring Rider	$2,194.00	$1,842.96	$1,842.96
1	6376	GameTime - Duo Spinner	$2,930.00	$2,461.20	$2,461.20
1	14927	GameTime - NDS Play On Sign Package			
		5-12 Play Equipment			
1	RDU	GameTime - Custom 5-12 Ramped Play Structure with Tower and Net- • Reference Drawing 105267-01-Opt 9	$382,192.99	$292,783.78	$292,783.78
2	LEW218	GameTime - 12' Skyline Ramp-Link	$28,880.00	$28,880.00	$57,760.00
1	5179	GameTime - Welcome Sign (5-12)	$825.00	$775.50	$775.50
1	14927	GameTime - NDS Play On Sign Package			
1	14928	GameTime - NDS Inclusive Play Sign Package			
1	3249	GameTime - Harmonic Chimes (set of 7)	$11,112.00	$10,778.64	$10,778.64
1	3256	GameTime - Cantata Chimes	$7,478.00	$7,253.66	$7,253.66
1	4677	GameTime - Melody Chimes	$8,739.00	$8,476.83	$8,476.83
1	5948SP	GameTime - VistaArc Dome 1	$22,794.00	$21,426.36	$21,426.36
1	6000SP	GameTime - GT Edge	$40,009.00	$37,608.46	$37,608.46
1	6245	GameTime - RoxAll See Saw	$13,096.00	$11,000.64	$11,000.64
2	6246	GameTime - Solo Spinner	$2,667.00	$2,240.28	$4,480.56
1	91863	GameTime - SkyRun Zip Track 50ft Zero G & Zip Dbl	$41,866.00	$35,167.44	$35,167.44
1	RDU	GameTime - Swings- • Reference Drawing 105267-01-Opt 9	$8,833.00	$7,419.72	$7,419.72

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

02/03/2026
Quote #
105267-01-09

McAdam's Park-Playground Renovation Option 9

Qty	Part #	Description	List $	Selling $	Ext. Selling $
		Site Amenities			
2	S104	GT-Site - 6'S100 BNCH,w/BCK SLT-PC	$1,680.00	$1,680.00	$3,360.00
1	28028	GT-Site - Sway Bench	$2,559.00	$2,482.23	$2,482.23
650	INSTALL	Turboscape - 650 CY of EWF - Blown In- ****List Price $61,107.93, discounted per OMNIA Contract** Supply, Deliver and Install (13,525sf @ 12" Depth) Prevailing Wages	$77.09	$77.09	$50,108.50
1	INSTALL	Install - Mobilization (Assumes 1 with All Equipment Arriving Concurrently)- Prevailing Wages	$3,160.00	$3,160.00	$3,160.00
1	INSTALL	Install - Furnish & Install Temp Safety Fencing (Qty. 600 LF)- Prevailing Wages	$4,550.00	$4,550.00	$4,550.00
1	INSTALL	Install - Temp Sanitary- Prevailing Wages	$1,900.00	$1,900.00	$1,900.00
1	INSTALL	Install - Submittals & Inspections- Prevailing Wages	$4,425.00	$4,425.00	$4,425.00
1	INSTALL	Install - Survey- Prevailing Wages	$2,530.00	$2,530.00	$2,530.00
1	INSTALL	Install - Demo, Remove & Dispose Existing Play Equipment in Lower Circle Only *Upper Circle Area By Others- Prevailing Wages	$17,165.00	$17,165.00	$17,165.00
1	INSTALL	Install - Excavate and Remove Roughly 13,525 SF of Grass/Soil, 12" depth (Assumes Area is Within 2% Slope Max)- Prevailing Wages	$63,130.00	$63,130.00	$63,130.00
1	INSTALL	Install - Remove & Dispose of Existing Sand to a Depth of 8" (Total Qty. 5,905SF)- Prevailing Wages	$27,855.00	$27,855.00	$27,855.00
1	INSTALL	Install - Excavate and Remove Roughly 500 SF of Existing PIP Assumed Over 4" Concrete/5" Agg Base- Prevailing Wages	$5,675.00	$5,675.00	$5,675.00
1	INSTALL	Install - Demo and Remove Roughly 260 LF of Existing Concrete Curb w/Gutter System *Depth Assumed at 12" Deep- Prevailing Wages	$8,335.00	$8,335.00	$8,335.00
1	INSTALL	Install - Receive, Unload & Install GameTime Brand Play Equipment & Site Amenities Per Top View Plan- Prevailing Wages	$183,020.00	$183,020.00	$183,020.00
1	INSTALL	Install - Furnish & Install Drainage System Assumed to be 3'x3' Sump Pits Including Geotex Fabric & Stone (Qty. 2 at Each Area)- Prevailing Wages	$8,265.00	$8,265.00	$8,265.00
1	INSTALL	Install - Furnish & Install (2) New 4'x6' ADA Ramps- Prevailing Wages	$8,265.00	$8,265.00	$8,265.00
1	INSTALL	Install - Furnish & Install 515 LF of Perimeter Concrete Curb, 6" W x 12" D Reinforced, Backfilled- Prevailing Wages	$20,935.00	$20,935.00	$20,935.00

OMNIA PARTNERS

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

02/03/2026
Quote #
105267-01-09

McAdam's Park-Playground Renovation Option 9

Qty	Part #	Description	List $	Selling $	Ext. Selling $
1	INSTALL	Install - Backfill & Compact 8" of Class II Base, Furnish & Install 4" Thick Reinforced Slab, Doweling Into Adjacent Concrete (Qty. 2,815 SF)- Prevailing Wages	$44,715.00	$44,715.00	$44,715.00
1	INSTALL	Install - Provide and Install Roughly 876 SF of New ADA Sidewalks, 4" Depth Reinforced- Prevailing Wages	$17,470.00	$17,470.00	$17,470.00
1	INSTALL	Install - Provide and install roughly 13,525 SF of filter fabric in prep for EWF *EWF Furnished & Blown in by Others- Prevailing Wages	$10,555.00	$10,555.00	$10,555.00
1	INSTALL	Install - Landscape Relocation Allowance- Prevailing Wages	$3,160.00	$3,160.00	$3,160.00
1	ARCH FEE	Other Product 3 - Architectual Fees	$25,000.00	$25,000.00	$25,000.00
1	ENGR FEE	Other Product 3 - Engineering Fees	$7,500.00	$7,500.00	$7,500.00
1	PRMT FEE	Other Product 3 - Permit Fees	$2,500.00	$2,500.00	$2,500.00

Contract: OMNIA #2017001134

Sub Total	$1,235,874.49
Discount	($127,536.95)
GT-Site Freight	$940.80
Landmark Design GFRC Freight	$1,300.00
GameTime OMNIA Freight	$25,000.00
Vista Rope Freight	$3,650.00
Tax	$67,007.14
Total	$1,206,235.48

City Council Staff Report

DATE: **SEPTEMBER 1, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **2, 5**

SUBJECT: **APPROVE AGREEMENT WITH R.C. BECKER, INC., FOR CONSTRUCTION SERVICES FOR THE BOULDERS ADA IMPROVEMENT PROJECT, PN 932, FOR A TOTAL NOT TO EXCEED AMOUNT OF $254,617 FOR A TERM OF 30 WORKING DAYS FROM THE DATE OF THE NOTICE TO PROCEED**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Agreement No. A-9931 with R.C. Becker, Inc., for construction services, for the Boulders ADA Improvement Project, PN 932 (Project), for a total not to exceed amount of $254,617, which includes a contract amount of $231,470, plus a 10% contingency amount of $23,147 for a term of 30 working days from the date of the Notice to Proceed;

2. Authorize the City Manager or his designee to execute Agreement No. A-9931 with R.C. Becker, 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 10% contingency amount approved by the Council.

BACKGROUND

The Project aims to improve accessibility and safety in the Boulders community parks by enhancing ADA compliance through safer, more accessible pathways and park access for residents and visitors, while addressing existing infrastructure deficiencies.

The Project includes:

- A new ADA Ramp: Construction of a new ADA-compliant access ramp at Boulders Ranch I to improve accessibility to park amenities;
- Concrete Panel Repairs: Repair of damaged or uplifted concrete panels at Boulders at the Lake to restore safe walkways; and,

- Sidewalk Improvements and Tree-Root Removal: Removal and replacement of affected sidewalks, with an arborist providing services to address tree root-related uplifts and help preserve surrounding existing landscapes.

The anticipated construction duration for this improvement project is thirty (30) working days from the date of the Notice to Proceed.

DISCUSSION

On June 2, 2026, the Project was advertised for construction bids on PlanetBids electronic platform. Four bids were received on July 2, 2026.

Bidder	Location	Amount
1. R.C. Becker Inc.	Santa Clarita, CA	$231,469.95
2. Van Engineering, Inc	Wildomar, CA	$258,858.50
3. ANM Construction & Engineering	Lancaster, CA	$276,620.40
4. All American Building Services	Santa Clarita, CA	$466,728.24

R.C. Becker, Inc., submitted the lowest responsive and responsible bid and secured the required 10% bid bond. References have been checked, and staff recommend that the City Council award Project No. 932 to R.C. Becker Inc., for $254,617, including a 10% contingency.

FISCAL IMPACT

$254,617; Sufficient funds are budgeted and available from the Community Development Block Grant (CDBG) Fund.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

A. 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-9931 with R.C. Becker, Inc.
Bid Schedule
Location Map

AGREEMENT NO. A- 9931
CONSTRUCTION CONTRACT
BETWEEN THE CITY OF PALMDALE AND R.C. BECKER INC.

THIS CONTRACT (“Contract”) is made and entered into by and between City of Palmdale, a public entity ("City"), and R.C. BECKER 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:

The scope outlines that the City is seeking construction services for the PN 932 Boulders ADA Improvements project, aimed at enhancing accessibility and safety within the Boulders community parks. Key elements include the construction of a new ADA ramp to facilitate access to park amenities at Boulders Ranch I. Additionally, the project involves repairs of uplifted concrete panels at Boulders at the Lake to ensure ADA-accessible walkways, necessitating the involvement of an arborist to address the uplifted sidewalks.

The projected duration for the completion of all site improvements and installations is 30 working days.

2 Standard Specifications

Standard Specifications for City projects are those contained in the 2024 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.

Should it apply, the Successor Community Workforce Agreement policies and procedures must be followed as outlined in the attached agreement.

3 Compensation

City shall pay Contractor the total, all-inclusive, NOT-TO-EXCEED amount of two hunderd thirty one thousand four hundered sixty nine dollars and ninety five cents Dollars ($231469.95) 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 30 working days of said notice.

5 Payment and Performance Bonds; Guaranty

5.1 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 project price for each year of the term of the contract. Contractor shall submit all bonds electronically through Surety 2000. 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.

5.2 Funding Contingency; Suspension or Termination. Notwithstanding any other provision of this Agreement, the parties acknowledge that performance under this Agreement is contingent upon the availability and continued appropriation of sufficient funding. In the event that anticipated, allocated, or appropriated funding is reduced, delayed, or not received in whole or in part ("Funding Shortfall"), the affected party may, upon written notice to the other party, suspend performance of its obligations under this Agreement to the extent reasonably necessary.

If the Funding Shortfall continues for a period of 365 days following such notice, the affected party may terminate this Agreement, in whole or in part, without penalty or further liability, upon additional written notice. Any suspension or termination pursuant to this section shall not constitute a breach of this Agreement.

In the event of suspension or termination due to a Funding Shortfall, the parties shall equitably adjust compensation to reflect services properly performed and authorized expenses incurred prior to the effective date of suspension or termination. The affected party shall use reasonable efforts to provide prompt notice of any Funding Shortfall and to mitigate any adverse impact on the other party.

6 Licenses

At all times during the term of this Contract, Contractor shall possess a valid and current Class A Contractor's Licenseto perform the required work ("Work"). Contractor's DIR registration number is 1000001096. Contractor hereby certifies that it holds the required license(s).

CONTRACTOR shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

CONTRACTOR shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

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
$2,000,000.00 limit on a per occurrence basis
$4,000,000.00 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*

$2,000,000.00 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.

The insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The inclusion of the City and its officers, employees, agents, and volunteers as additional insureds shall not affect any rights the Contractor has under the policy, nor shall it limit the insurer's ability to deny coverage to any insured based on that insured's own acts or omissions.

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 Acceptable 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 Agreement (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 Agreement. 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 Notifcation 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 Majure

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (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 $2,000.00, 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.

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	R.C. BECKER INC.
Salvador Mendez Date City Manager	John Becker Date President
Lee Torres Aug 23, 2026, 5:46 PM PDT	
ADDRESS FOR NOTICE: CITY OF PALMDALE 38250 Sierra Highway Palmdale, CA 93550	ADDRESS FOR NOTICE: R.C. BECKER INC. 28355 Kelly Johnson Pkwy Santa Clarita, CA 91355
APPROVE AS TO FORM:	
Alexandra Severino City Attorney	
ATTEST:	ATTEST: If Corporation
Rochelle Scott City Clerk	Secretary

[Signatures of contractor on bond(s) must be notarized. Obtain two corporate signatures if contractor is a corporation.]

---------- 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
□2 CFR 200 Checklist (if federally funded)

Record of Signing

For City of Palmdale
Name Leonardo Torres
Title



Signed on Aug 23, 2026 5:46 PM PDT

Secured by Concord™
DocumentID: 034CQQ0uzus4OxI2JjO3m8
SigningID: 034CQQ0jmspKMzM8EeA2KK
UTC Signing time: 2026-08-24 00:46:38 UTC
IP Address: 162.235.41.129
Email: ltorres@cityofpalmdaleca.gov

concord™
Where agreements happen.

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

CITY OF PALMDALE

PN 932 BOULDERS ADA IMPROVEMENTS PROJECT

June 23, 2026

ADDENDUM NO. 1

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1. This Addendum No. 1 forms a part of the Bidding and Contract Documents and modifies the Plans and Specifications for the City of Palmdale's PN 932 Boulders ADA Improvement Project. Bidders must acknowledge receipt of this Addendum No.1 on PlanetBids and on the Bid Cover Form in the bid package.

2. Addendum No. 1 includes the City CWA forms as part of the bidding and contract documents.

3. Addendum No. 1 modifies the Bidding and Contract Documents in the following manner:
a) Corrected the Bid Item numbering and quantity:

ITEM NO.	DESCRIPTION	EST QTY	UNIT	TOTAL
1.	Insurance and Bonds	1	LS	$15,000.00
2.	Mobilization/Demobilization	1	LS	$5,000.00
3.	A. Curb and Gutter Mobilization	1	EA	$ 4,827.50
4.	B. Concrete Flatwork Mobilization	1	EA	$ 4,827.50
5.	C. Fine Grade/or Base Mobilization	1	EA	$4,447.50
6.	D. Asphalt Crew Mobilization	1	EA	$4,447.50
7.	E. Construction Survey/Staking	1	EA	$22,500.00
8.	Saw Cut	1	LS	$4,482.00
9.	Remove Existing Concrete	1460	SF	$8,249.00
10.	Remove Existing Asphalt	1,261	SF	7,263.36
11.	Remove Existing Landscaping	1,441	SF	$4,222.13
12.	Remove Existing Striping	1	LS	$1,200.00
13.	Remove Existing Curb and Gutter	102	LF	$2,749.92
14.	Dump Fees	1	EA	$3,052.50
15.	PCC 4" Sidewalk	2312	SF	$23,536.16
16.	Fine Grade and Compact	3,338	SF	$17,524.50
17.	New 4" PCC Curb	108	LF	$8,049.24
18.	New 2' Wide PCC Gutter	46	LF	$6,724.74
19.	2' Asphalt Patch Back at Curb and Gutter	47	LF	$8,103.27
20.	Truncated Domes	30	SF	$2,416.50
21.	Handicap Ramp	1	EA	$1,204.67
22.	4" Asphalt Paving	94	SF	$6,866.70
23.	6" Aggregate Base	845	SF	$5,746.00

23.	6" Aggregate Base	845	SF	Duplicate
24.	Relocate handicap parking signs	2	EA	$1,050.00
25.	Gates and Fencing Modification	1	LS	$25,984.50
26.	5" Thk PCC Paving	1,266	SF	$12,533.40
27.	Landscaping and Irrigation Modification	1	LS	$6,033.96
28.	Erosion Control BMPs	1	LS	$2,457.60
29.	Striping for regular and handicap parking spaces	534	LF	$9,179.46
30.	Traffic Control	1	EA	$1,730.34

Total Bid Price in Digits: $231,469.95

Total Bid Price in Words: two hunderd thirty one thousand four hundered sixty nine dollars and ninety five cents

Jonathan Wu, P.E.
Deputy Director of Public Works

6/23/26
Date

Please acknowledge below, within PlanetBids, and on the Bid Cover Form in the Bid Documents. Please include a signed copy with your bid package.

ACKNOWLEDGMENT OF ADDENDUM

I/We the undersigned, hereby acknowledged receipt of the above addendum, and understand that my/our bid may be disqualified if the addendum is not signed and included in the Proposal Documents.

Signature: _____

Name: John Becker

Title: President

Company: R.C. Becker Inc

Date: 7/2/2026

BOULDERS AT THE RANCH 1

40701 Rancho Vista Blvd SPC 48, Palmdale, CA 93551



BOULDERS BY THE LAKE

1030 E Avenue S SPC99, Palmdale, CA 93550



MINUTES
CITY COUNCIL/SA/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JULY 7, 2026

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Ohlsen called the meeting to order at 5:00 pm.

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 COMMISSIONERS FRAGA-SAENZ, BETTS

PRESENT: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.

ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Ohlsen led the pledge of allegiance and held a moment of silence in honor of the eight heroes who lost their lives in the B-52 crash at Edwards Air Force Base.

4) PRESENTATIONS

4.1) Recognition of Micah Coupland for Exemplary Leadership, Compassion and Civic Responsibility.

Mayor Ohlsen presented a certificate of recognition to Micah Copeland for calmly responding to a medical emergency involving an injured child at Sky Zone. Micah Coupland shared brief remarks.

4.2) iSERVE Youth Leadership Academy 2026.

Supervising Coordinator Morales provided an update on the iSERVE Leadership Academy.

4.3) AV EDGE Presentation

Representatives from AV Edge provided the quarterly update on the deliverables outlined in the Memorandum of Understanding (MOU).

Councilmember Loa asked about attracting businesses leaving other parts of

Southern California and about promoting infill development along Palmdale Boulevard. Mr. Mercy of AV Edge discussed research-based marketing strategies to reach those businesses and stated he would work with staff on infill development.

5) NON-AGENDA PUBLIC COMMENTS

The following individuals provided public comments: Mikki Martinez supported a directly elected mayor. Cesar Miguel R. Vega Magallon discussed threats to sovereign citizens. AV Community Art Gallery requested assistance from the Council. Eugene Hernandez discussed a proposed new Code of Conduct for the Council. True Memories Car Club requested assistance from the Council. Marsha Furman discussed enforcement of street-sweeping regulations and her attendance at the July 4th festivities. Mark Maldonado discussed the volume of outside speakers and funding for nonprofits that support children. No Name spoke positively about the Yellen Park event. Michelley spoke in support of a directly elected mayor, support for nonprofits, and enforcement related to illegal fireworks. Jason Zink discussed the reduction of public comment time, AV Edge, meeting cancellations, landscaping at the Sheriff's Department, and support for small businesses.

Mayor Ohlsen closed the public comments period.

6) HOUSING AUTHORITY CONSENT CALENDAR

Public Comments: None.

Mayor Ohlsen closed public comments.

Items 6.1 and 6.2 were pulled for discussion.

6.1) Approve amendment to the Exclusive Negotiation Agreement and amendment to the Letter of Loan Commitment between the Housing Authority of the City of Palmdale and Linc 4th Street Palmdale, LP related to a proposed affordable housing development located at Avenue Q and 4th Street East, on a portion of APN 3006-008-921.

Interim Housing Manager LeNoue presented the staff report.

Councilmember Alarcón discussed the extension requested by Linc 4th Street Palmdale and asked about the funding associated with the request. Interim Housing Manager LeNoue explained the amount of funding required and the reason for the extension.

Further discussion took place between Councilmember Alarcón and Interim Housing Manager LeNoue regarding Linc's delinquencies, the selection process for Linc, the City's recourse if Linc failed to perform, grant funding, protecting the property, and the rationale for supporting the additional time requested. Mayor Ohlsen requested information regarding the history of the Request for Proposals (RFP), the other applicants that responded, and the

City's options moving forward.

Motion: Approve amendment to the Exclusive Negotiation Agreement and amendment to the Letter of Loan Commitment between the Housing Authority of the City of Palmdale and Linc 4th Street Palmdale, LP related to a proposed affordable housing development located at Avenue Q and 4th Street East, on a portion of APN 3006-008-921.

Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (7-0)
Yes: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.

6.2) Approve the minutes from the previous meetings.

Councilmember Alarcón pulled the June 2, 2026, minutes and asked that additional information be added to 8.3, mentioning the concerns she raised regarding the agreement and the subcommittee. She also requested a review of item 10.1 for the accuracy of the discussion.

Mayor Ohlsen and City Attorney Severino stated that they were awaiting a response from the California Department of Tax and Fee Administration (CDTFA) regarding Measure PD.

Mayor Ohlsen clarified on 8.3 that there were not three members on the committee.

Motion: Approve the May 5, 2026, Housing Authority minutes from the previous meetings.
Moved by Austin Bishop, seconded by Christina Fraga-Saenz.

Vote: Motion carried (7-0)
Yes: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.

The Housing Authority meeting was adjourned at 6:13 pm.

Mayor Ohlsen requested that Item 10.1 be heard at this time.

7) CONSENT CALENDAR

The following items were pulled for discussion: 7.3, 7.12, 7.13, 7.14, and 7.15.

Public Comment: Jason Zink discussed item 7.3 and a Palmenthol historic sign.

Councilmember Bettencourt asked City Manager Mendez to provide an update on the Palmenthol sign.

7.1) Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).

7.2) Receive and File the Monthly Investment Activity Report for May 2026.

7.3) Approve the Second Amendment to the Agreement with Tripepi Smith & Associates, Inc., (Tripepi Smith) for comprehensive media, telecommunications, social media, community outreach, and all related or essential communications services, increasing the Agreement amount by $2,614,000 for a total not to exceed amount of $5,552,000, and exercising two one-year extension options for the full five-year term through December 2028.

Communications Manager Devine-Knight presented the staff report.

Councilmember Alarcón expressed concerns regarding the proposed Tripepi Smith contract, including differences between the City of Palmdale and City of Lancaster contracts, the communications work product, and the proposed five percent annual increase. She opposed approval of the contract and recommended issuing a Request for Proposals (RFP) for comparable services.

City Manager Mendez and Councilmember Bettencourt discussed comparisons. Mr. Ryder Smith of Tripepi Smith discussed the differences between the Palmdale and Lancaster contracts, the scope of services provided to Palmdale, and the firm's time-and-materials billing structure.

Council and staff discussed the City's communications staffing and budget. Staff explained that increases in the communications contract services budget also include special assignments, such as the City magazine and budget book.

Council and staff discussed the value and effectiveness of Tripepi Smith's services, including strategic communications, community outreach, social media growth, press releases, website traffic, video production, and the use of professional recording equipment. Mayor Ohlsen spoke positively about the quality of services provided and the improvements compared with the City's previous in-house communications staffing.

City Manager Mendez confirmed that the City paid slightly more than $1 million for the Tripepi Smith contract during the previous year.

Councilmember Loa expressed concerns about the low turnout for the opinions.

City Manager Mendez confirmed that last year the city paid a little over one million dollars for the contract.

The following individuals provided public comments: Eugene Hernandez; Cesar Vega; AV Community Art Gallery; Marcos Alvarez; Tammy Davis; Francisco Sanchez; and Jason Zink.

Mayor Ohlsen closed the public comments

Motion: Approve the Second Amendment to the Agreement with Tripepi Smith & Associates, Inc., (Tripepi Smith) for comprehensive media, telecommunications, social media, community outreach, and all related or essential communications services, increasing the Agreement amount by $2,614,000 for a total not to exceed amount of $5,552,000, and exercising two one-year extension options for the full five-year term through December 2028. Moved by Eric Ohlsen, seconded by Austin Bishop.

Vote: Motion carried (3-2)
Yes: Eric Ohlsen, Austin Bishop, Laura Bettencourt.
No: Richard J. Loa, Andrea Alarcón.

7.4) Adopt Resolution No. CC 2026-043, a Resolution of the City Council of the City of Palmdale authorizing participation in the Opportunity Zones 2.0 program nomination process consistent with the State of California's published eligibility and selection criteria.

7.5) Approve Agreements with Avant-Garde, Inc., and with LDM Associates, Inc., for technical assistance services for Consolidated Plan Programs, each in an amount not to exceed $270,000 for a combined total of $540,000, and each for three-year terms with option to extend for two additional one-year terms.

7.6) Adopt Resolution No. CC 2026-042, a Resolution of the City Council of the City of Palmdale adopting updates to the City's Salary and Benefits Policy, superseding Resolution No. CC 2024-060.

7.7) Approve Requisition with Hasa, Inc., for pool chemical supplies in an amount not to exceed $200,000 for FY 2026-27.

7.8) Adopt Resolution No. CC 2026-039, a Resolution of the City Council of the City of Palmdale, approving Joint Resolution of the Board of Supervisors of the County of Los Angeles acting on behalf of the Los Angeles County General Fund, Los Angeles County Consolidated Fire Protection District, Los Angeles County Waterworks #40 — Antelope Valley, Los Angeles County Waterworks #40 ACO Fund, the Board of Directors of the County Sanitation District No. 14 of Los Angeles County, and the governing bodies of the Antelope Valley Cemetery District, Antelope Valley Mosquito and Vector Control District, Antelope Valley Resource Conservation District, City of Palmdale, and the Antelope Valley - East Kern Water Agency approving and accepting the negotiated exchange of property tax revenues resulting from the annexation to County Sanitation District No. 14 entitled Annexation No. 466.

7.9) Approve Agreement with Taft Electric Company for as-needed electrical services for a total not to exceed amount of $500,000 for a three-year term, with two optional one-year extensions.

7.10) Approve Requisition with Morgan Ingland LLC for commercial streetlight poles for a total not to exceed amount of $265,180 for Fiscal Year 2026-27.

7.11) Approve Requisition with Boething Treeland Farms, Inc., for wholesale plant materials for a total not to exceed amount of $167,000 for Fiscal Year 2026-27.

7.12) Approve Requisition with SiteOne Landscape Supply LLC for irrigation and water conservation supplies for a total not to exceed amount of $435,000 for Fiscal Year 2026-27.

Mayor Pro Tem Bishop recused himself from items 7.12, 7.13, and 7.14 due to a conflict of interest.

Motion: Approve items 7.12, 7.13, and 7.14
Moved by Laura Bettencourt, seconded by Eric Ohlsen.

Vote: Motion carried (4-0)
Yes: Eric Ohlsen, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.

Councilmember Bishop returned to the dais.

7.13) Approve Requisition with SiteOne Landscape Supply LLC for landscape aggregate, boulders, and materials for a total not to exceed amount of $160,000 for Fiscal Year 2026-27.

7.14) Approve Requisitions with SiteOne Landscape Supply LLC and Wilbur-Ellis Company for fertilizer supplies for a combined total not to exceed amount of $441,500 for Fiscal Year 2026-27.

7.15) Approve Third Amendment to Agreement with Psomas for construction support services for PN 796, 45th Street East Sewer, Storm Drain, and Street Improvement Project, increasing the agreement amount by $109,648 for a total not to exceed amount of $464,888, and extending the contract term to October 31, 2027.

Councilmember Alarcón stated for the record that she was voting no.

Motion: Approve Third Amendment to Agreement with Psomas for construction support services for PN 796, 45th Street East Sewer, Storm Drain, and Street Improvement Project, increasing the agreement amount by $109,648 for a total not to exceed amount of $464,888, and extending the contract term to October 31, 2027.
Moved by Austin Bishop, seconded by Laura Bettencourt.

Vote: Motion carried (4-1)
Yes: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt.
No: Andrea Alarcón.

Motion: Approve the balance of the Consent Calendar except 7.3, 7.12, 7.13, 7.14, and 7.15.
Moved by Laura Bettencourt, seconded by Richard J. Loa.

Vote: Motion carried (5-0)
Yes: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.

8) PUBLIC HEARING

8.1) Adopt Resolution No. CC 2026-011, a Resolution of the City Council of the City of Palmdale approving the Engineer's Reports and the continuation of the Levy and Collection of Assessments for Fiscal Year 2026-27 for the City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations.

Mayor Ohlsen opened the public hearing.

City Clerk Scott read the resolution title.

City Engineer Hashemian presented the staff report.

Mayor called for public comments.

The following individuals provided public input: Jason Zink spoke in opposition; Yul Gevargis discussed problems with dead turtles, birds, and eighteen-wheelers.

Councilmember Bettencourt confirmed staff would get back to Mr. Gevargis.

Mayor Ohlsen closed the public hearing.

Motion: Adopt Resolution No. CC 2026-011, a Resolution of the City Council of the City of Palmdale approving the Engineer's Reports and the continuation of the Levy and Collection of Assessments for Fiscal Year 2026-27 for the City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations.
Moved by Richard J. Loa, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.

8.2) Adopt Resolution No. CC 2026-012, a Resolution of the City Council of the City of Palmdale updating the sewer collection service charge and ordering the continuation of the charge for the operation and maintenance of the Palmdale sewer collection system for Fiscal Year 2026-27.

Mayor Ohlsen opened the public hearing.

City Clerk Scott read the resolution title.

City Engineer Hashemian presented the staff report.

Mayor called for public comments.

Public Comments: None.

Mayor Ohlsen closed the public hearing.

Councilmember Bettencourt commented she was glad to see there was no rate increase and asked City Engineer Hashemian if there was a way to lower the rates. City Engineer Hashemian confirmed staff is conducted a sewer master plan and identifying the deficiencies in the system.

Motion: Adopt Resolution No. CC 2026-012, a Resolution of the City Council of the City of Palmdale updating the sewer collection service charge and ordering the continuation of the charge for the operation and maintenance of the Palmdale sewer collection system for Fiscal Year 2026-27.
Moved by Laura Bettencourt, seconded by Richard J. Loa.

Vote: Motion carried (5-0)
Yes: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.

8.3) Adopt Resolution No. CC 2026-010, a Resolution of the City Council of the City of Palmdale approving the Engineer's Report and the continuation of the levy and collection of assessments for Fiscal Year 2026-27 for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02.

Mayor Ohlsen opened the public hearing.

City Clerk Scott read the resolution title.

City Engineer Hashemian presented the staff report.

Mayor called for public comments.

Public Comments: Jason Zink discussed trash in the flood control basins.

Mayor Ohlsen closed the public hearing.

Motion: Adopt Resolution No. CC 2026-010, a Resolution of the City Council of the City of Palmdale approving the Engineer's Report and the continuation of the levy and collection of assessments for Fiscal Year 2026-27 for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02.
Moved by Eric Ohlsen, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.

9) APPOINTMENTS

9.1) Nominate and appoint two members to the Board of Library Trustees for a term set to expire on June 30, 2029.

The following applicants addressed the City Council, expressing their interest in serving on the Board of Library Trustees and describing their involvement in the Palmdale community: Monica Dopson, Sully Leon, Joyce Williams, and Jose Rios.

Councilmember Loa nominated Challen David for appointment to the Board of Library Trustees, citing the importance of maintaining continuity on the Board. The motion did not receive a second.

Councilmember Alarcón made an alternative motion to appoint Jose Rios and Joyce Williams to the Board of Library Trustees.

Mayor Pro Tem Bishop made a motion to appoint Monica Dopson.

Councilmember Bettencourt made a motion to appoint Monica Dopson and Jose Rios.

Mayor Ohlsen called for seconds on the motions. No second was received for Councilmember Loa's motion to appoint Challen David.

Mayor Ohlsen seconded Councilmember Alarcón's motion to appoint Jose Rios. The motion passed unanimously.

Mayor Ohlsen seconded Councilmember Alarcón's motion to appoint Joyce Williams. The motion failed by a 3-2 vote, with Councilmembers Loa and Bettencourt and Mayor Pro Tem Bishop voting no.

Mayor Ohlsen then called for the vote on the motion to appoint Monica Dopson, made by Mayor Pro Tem Bishop and seconded by Councilmember Bettencourt. The motion passed unanimously.

Motion: Nominate and appoint Jose Rios to the Board of Library Trustees for a term set to expire on June 30, 2029.
Moved by Andrea Alarcón, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.

Motion: Nominate and appoint Monica Dopson to the Board of Library Trustees for a term set to expire on June 30, 2029.
Moved by Austin Bishop, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.

10) NEW BUSINESS CC/SA

10.1) Adopt Resolution No. CC 2026-031, a Resolution of the City Council of the City of Palmdale approving a Memorandum of Understanding (MOU) with the California Teamsters Local 986, General Unit Employees, for a five-year term through June 30, 2031.

10.1 was heard after Section 6 on the agenda.

City Clerk Scott read the resolution title.

Director Barrios presented the staff report.

The following individuals provided public comments: Teamsters Local 986, Office Assistant II Martin, and Mark Maldonado spoke in support of approving the item; Jason Zink spoke in opposition to approving the item at this time; Rafael Guerrero spoke about developing a program to train youth.

City Manager Mendez spoke in support of the Public Works Team.

Mayor Ohlsen closed public comments.

Council spoke in favor of the Public Works Team.

Motion: Adopt Resolution No. CC 2026-031, a Resolution of the City Council of the City of Palmdale approving a Memorandum of Understanding (MOU) A-9903 with the California Teamsters Local 986, General Unit Employees, for a five-year term through June 30, 2031.
Moved by Andrea Alarcón, seconded by Richard J. Loa.

Vote: Motion carried (5-0)
Yes: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.

10.2) Adopt Resolution No. CC 2026-037, a Resolution of the City Council of the City of Palmdale establishing Deputy Directors / Directors / Executive Employees' Compensation, Benefits, and Other Terms and Conditions of Employment, superseding Resolution No. CC 2023-037; and Adopt Resolution No. CC 2026-038, a Resolution of the City Council of the City of Palmdale establishing a Medical Benefit Participation Program for active Councilmembers pursuant to Government Code 53208.

City Clerk Scott read the resolution title.

The following individuals provided public comments: Jason Zink and Marsha Furman.

Director Barrios presented the staff report.

Mayor Ohlsen closed the public comments.

Motion: Adopt Resolution No. CC 2026-037, a Resolution of the City Council of the City of Palmdale establishing Deputy Directors / Directors / Executive Employees' Compensation, Benefits, and Other Terms and Conditions of Employment, superseding Resolution No. CC 2023-037; and Adopt Resolution No. CC 2026-038, a Resolution of the City Council of the City of Palmdale establishing a Medical Benefit Participation Program for active Councilmembers pursuant to Government Code 53208.

Moved by Laura Bettencourt, seconded by Richard J. Loa.

Vote: Motion carried (4-1)
Yes: Austin Bishop, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.
No: Eric Ohlsen.

10.3) Adopt Resolution No. CC 2026-041, a Resolution of the City Council of the City of Palmdale adopting the Disruption of Remote Access Technology During Public Meetings Policy.

City Clerk Scott read the resolution title.

City Attorney Severino presented the staff report.

Public Comments: None.

Mayor Ohlsen closed the public comments.

Motion: Adopt Resolution No. CC 2026-041, a Resolution of the City Council of the City of Palmdale adopting the Disruption of Remote Access Technology During Public Meetings Policy.
Moved by Richard J. Loa, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.

Mayor Ohlsen called for a recess 7:50 pm - 8:20 pm.

10.4) Adopt Resolution No. SA 2026-006, a Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale approving the form of the Preliminary Official Statement and the Continuing Disclosure

Certificate relating to Tax Allocation Refunding Bonds and authorizing certain other actions in connection therewith.

City Clerk Scott read the resolution title.

Deputy City Manager Samson presented the staff report.

Public comments: None.

Mayor Ohlsen closed the public comments.

Motion: Adopt Resolution No. SA 2026-006, a Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale approving the form of the Preliminary Official Statement and the Continuing Disclosure Certificate relating to Tax Allocation Refunding Bonds and authorizing certain other actions in connection therewith.
Moved by Austin Bishop, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)
Yes: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.

10.5) Adopt Resolution No. CC 2026-047, a Resolution of the City Council of the City of Palmdale calling an election and placing a Council-proposed ordinance measure on the November 3, 2026 election regarding the establishment of a directly elected mayor beginning with the November 2028 general municipal election.

City Clerk Scott read the title of the resolution.

City Attorney Severino presented the staff report.

Public Comments: David Akers, Judy Berrong, Yul Gevargis, Tammy Davis, Mark Maldonado, Jeremiah Farrell, and Jason Zink spoke in support of an elected mayor. Cesar Vega and Marcos Alvarez discussed racially polarized voting. Roger Soderstedt discussed support of the rotational mayor.

Mayor Ohlsen closed the public comments.

Councilmember Loa made a substitute motion to adopt the proposed ordinance rather than put the matter before the voters. He also spoke about the cost of holding an election. The motion did not receive a second.

Councilmember Alarcón raised concerns about what was being proposed, how it was being proposed, and the legal implications. She discussed the May meeting where the Council requested a legal analysis on having an at-large mayor, not supporting the draft ordinance, and the California Voter Rights Act.

Councilmember Loa discussed a case in the Superior Court in Orange County related to Huntington Beach and the U.S. Supreme Court's Louisiana v. Callais case. He then suggested that they adopt the attached ordinance by the Council and vote on a mayor at the November 3, 2026 election. There was a discussion between Councilmember Loa and City Attorney Severino regarding moving forward with adopting the drafted ordinance for the November 3, 2026, election, and whether the 2028 election would be more appropriate for staggering the terms.

Mayor Pro Tem Bishop spoke in support of the rotational mayor system, focusing on what the community wants, and asked questions about exposure to legal liability. City Attorney Severino stated that there is no inherent issue with an at-large mayor that violates the CVRA, as long as the city keeps the districts.

Councilmember Bettencourt stated that in her 64 years, she had never seen a female, Hispanic, or Black mayor elected directly in Palmdale. She also spoke about the process by which the mayor is selected.

Mayor Ohlsen further discussed why the item was being placed on the ballot as a measure, the prior California Voting Rights Act (CVRA) case involving Palmdale, and the judge’s statement that removing the directly elected mayor was not an appropriate remedy. He also discussed the Fair Maps Act, the effort to seek voter approval, and the possibility of legal challenges.

There was further discussion among the Council regarding the proposed ballot measure.

Motion: Adopt Resolution No. CC 2026-047, a Resolution of the City Council of the City of Palmdale calling an election and placing a Council-proposed ordinance measure on the November 3, 2026, election regarding the establishment of a directly elected mayor, beginning with the November 2028 general municipal election.
Moved by Eric Ohlsen, seconded by Austin Bishop.

Vote: Motion carried (4-1)
Yes: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt.
No: Andrea Alarcón.

11) CITY MANAGER’S REPORT

City Manager Salvador provided an update on several events, including the Star, Stripes, and Sparkles that kicked-off at Poncitlan Square with the 250th Anniversary of America lighting continuing until August 9; Family Movie Night featuring SpongeBob SquarePants on July 10 at the Palmdale Amphitheater; Summer Concert Series featuring Babyface on July 18 at the Palmdale Amphitheater; World Cup Watch Party at DryTown Water Park on July 19; Summer Concert Series

featuring Lee Brice on July 25 at the Palmdale Amphitheater; Popsicle Park Pop-Ups at Joshua Hills Park on July 9, featuring family-friendly games and craft activities in celebration of America's 250th Anniversary.

City Manager Salvador also announced that the City of Palmdale, in coordination with Assemblymember Carrillo's Office and the Los Angeles County Department of Economic Opportunity, will host a free Small Business Procurement Workshop on July 9 at the DoubleTree Hotel. Additional upcoming events include Thursday Nights at the Square, hosted by the Ventura Foundation beginning July 16 for eight weeks at Poncitlan Square; the Youth Writing Challenge, with online challenge submissions due by July 30; Yellen Night Bites on Wednesdays through September 17 at Yellen Park; and Wild West Wednesdays at DryTown Water Park.

12) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

12.1) Discussion on the town hall ordinance.

There was Council discussion regarding the ordinance submitted by the Palmdale Freedom Coalition (PFC), drafting a resolution that sets policy for town halls, establishing clear rules and guidelines for operating town halls, and engaging constituents.

Motion: Direct staff to report back with a draft resolution on the protocols for the conduct of town halls, which sets the policy and framework, and supports and encourages Councilmembers to conduct town halls.
Moved by Andrea Alarcón, seconded by Richard J. Loa.

Vote: Motion carried (5-0)
Yes: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.

There was further discussion regarding support for townhalls and research into how other cities have successfully conducted them.

Councilmember Alarcón requested the following:

1. **Multi-Agency Regional Resiliency Center (MARRC):** Add a presentation to the next City Council meeting from representatives of the AV Fairgrounds regarding the MARRC construction, funding, operations, and protocols for use of the facilities of an emergency shelter. A motion was made by Councilmember Alarcón and seconded by Councilmember Bettencourt. Councilmember Loa discussed an audit regarding federal funds and stated that a report is forthcoming. City Attorney Severino confirmed that the report Councilmember Loa discussed would be presented at the next Closed Session meeting and clarified that Councilmember Alarcón was requesting a public report on the MARRC.

2. **Life-Saving Defibrillators:** Discussion regarding the installation of life-saving automated external defibrillators (AED's) at City facilities. A motion was made by Councilmember Alarcón and seconded by Councilmember Bettencourt. The motion passed unanimously.

Councilmember Alarcón also discussed establishing an oversight mechanism for the City Manager regarding the authority to approve purchases and contracts. Mayor Ohlsen suggested establishing a City Treasurer position that would report directly to the City Council.

3. **City Manager Oversight:** Discuss implementation of an oversight mechanism for the City Manager regarding authority to approve purchases and contracts. A motion was made by Councilmember Alarcón and seconded by Mayor Ohlsen. The motion passed 4-1, with Councilmember Loa voting no.

Councilmembers Loa and Bettencourt asked Deputy City Manager Samson about the tracking of City Manager expenditures. Deputy City Manager Samson discussed her reporting obligations.

Councilmember Alarcón also discussed establishing an oversight mechanism for the City Attorney regarding closed-session written reports on ongoing litigation and assigned tasks.

Council discussed transparency, accountability, and trusting staff.

4. **City Attorney Oversight:** Discuss implementation of an oversight mechanism for the City Attorney. The motion passed 4-1, with Councilmember Loa voting no.

Councilmember Alarcón also discussed the City's request for reimbursement for the children’s bike giveaway.

13) CLOSED SESSION

Public Comments: Jason Zink, Felix Mendez, and Tammy Davis.

Mayor Pro Tem Bishop thanked everyone for coming out and praised Mayor Ohlsen for maintaining decorum during the meeting.

City Attorney Severino confirmed the items for Closed Session.

13.1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Kristen Sheils v. City of Palmdale, et al. Los Angeles Superior Court 25STCV05268. This closed session is being held pursuant to the authority of California Government Code Section 54956.9, subdivision (d)(1).

13.2) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Alejandro Perez v. City of Palmdale, et al. Los Angeles Superior Court

25STCV19238 This closed session is being held pursuant to the authority of California Government Code Section 54956.9, subdivision (d)(1).

14) ANNOUNCEMENT BY CITY ATTORNEY

Closed Session was held from 10:18 pm - 11:23 pm.

City Attorney Severino announced the following:

13.1) There was no reportable action.

13.2) There was no reportable action.

15) ADJOURN meeting to August 4, 2026, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

Mayor Ohlsen adjourned the meeting to August 4, 2026, at 5:00 p.m. in the City Hall Council Chamber, located at 38300 Sierra Highway, Suite B, Palmdale, California. The meeting was adjourned in honor of the eight heroes who lost their lives in the B-52 crash at Edwards Air Force Base, Evan Ross, a student at Saint Mary's School, and Maritza Alvarez, who passed away following a battle with cancer.

PASSED, APPROVED, and ADOPTED this 1st day of September, 2026.

_____
Eric Ohlsen, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

MINUTES
CITY COUNCIL/SA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
AUGUST 4, 2026

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Ohlsen called the meeting to order at 5:00 pm.

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

PRESENT: Eric Ohlsen, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.
ABSENT: Austin Bishop.

Motion: Excuse the absence of Mayor Pro Tem Bishop
Moved by Eric Ohlsen, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Eric Ohlsen, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.
Absent: Austin Bishop.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

4) NON-AGENDA PUBLIC COMMENTS

The following individuals provided public comments: Eugene Hernandez discussed a streetlight issue at the Longhorn Pavilion apartments and said he contacted Public Works. Cesar Vega discussed a prior meeting with a Sheriff's deputy regarding immigration reform. Kevin Shenkman raised concerns about Councilmember Alarcon's case against the city, the Thorstensen case, and the legality of adding an at-large mayor. Rich Gallego addressed the ordinance proposed by the PFC related to town hall meetings and proposed a new City Council code of conduct. Marsha Furman announced the October 24 breast cancer walk and introduced her son, Michael. Rebecca from the AV Community Art Gallery requested funding for the gallery.

Councilmember Alarcón asked for clarity on where the Council stands on the town hall ordinance. City Attorney Severino explained that the matter would return to the Council in the form of a resolution at an upcoming meeting. Mayor Ohlsen understood that the city was reviewing the city's guidelines for conducting town halls, and when that comes back, the Council will have a discussion. The Council further discussed the ordinance submitted by the PFC and the process for bringing a resolution back. Councilmember Bettencourt requested a brainstorming session on the matter.

Item 5.6 was removed from the agenda and continued to the next meeting.

5) CONSENT CALENDAR

The following individuals provided public input: Eugene Hernandez discussed the public speaking time, supporting the Teamsters, and adopting a new code of conduct.

Items 5.3, 5.5, 5.8, and 5.9 were pulled for discussion.

5.1) Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).

5.2) Receive and File the Monthly and Quarterly Investment Reports for June 2026.

5.3) Approve Second Amendment to agreements with Advanced Avant-Garde, Inc., and Townsend Public Affairs for comprehensive grant-related services, increasing each agreement amount by $102,000, for a not to exceed amount of $210,000 for Advanced Avant-Garde, Inc., and for a not to exceed amount of $228,000 for Townsend Public Affairs for a combined not to exceed total of $438,000, and exercise the second option to extend both agreements through December 2027, completing the full three-year term.

Assistant City Manager Lopez presented the staff report and provided details on the benefits, awards, and deliverables associated with both agreements in response to questions from Mayor Ohlsen and Councilmember Alarcon.

Motion: Approve Second Amendment to agreements with Advanced Avant-Garde, Inc., and Townsend Public Affairs for comprehensive grant-related services, increasing each agreement amount by $102,000, for a not to exceed amount of $210,000 for Advanced Avant-Garde, Inc., and for a not to exceed amount of $228,000 for Townsend Public Affairs for a combined not to exceed total of $438,000, and exercise the second option to extend both agreements through December 2027, completing the full three-year term.
Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Eric Ohlsen, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.
Absent: Austin Bishop.

5.4) Adopt Resolution No. CC 2026-051, a Resolution of the City Council of the City of Palmdale authorizing the acceptance of federal grant funds from the Department of War's Office of local defense community cooperation for the Air Force Plant 42 Readiness Project.

5.5) Adopt Resolution No. CC 2026-046, a Resolution of the City Council of the City of Palmdale, authorizing the execution of a restricted grant agreement with the California Department of Transportation for Palmdale Master Bike Plan through Fiscal Year 2026-27 Sustainable Transportation Planning Grant.

Director Torres presented the staff report.

Councilmember Alarcón discussed the importance of the Palmdale Master Bike Plan and public participation.

Motion: Adopt Resolution No. CC 2026-046, a Resolution of the City Council of the City of Palmdale, authorizing the execution of a restricted grant agreement with the California Department of Transportation for Palmdale Master Bike Plan through Fiscal Year 2026-27 Sustainable Transportation Planning Grant.
Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Eric Ohlsen, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.
Absent: Austin Bishop.

5.6) Approve Agreements with Bureau Veritas North America Inc., BPR Consulting Group, and Interwest Consulting Group for as-needed plan check and staffing services each in an amount not to exceed $750,000 for a combined total of $2,250,000, and each for two-year terms with the option to extend for three additional one-year terms.

Item 5.6 was removed from the agenda and continued to the next meeting.

5.7) Adopt Resolution No. CC 2026-050, a Resolution of the City Council of the City of Palmdale, approving an Integrated Resource Plan for the Energy for Palmdale's Independent Choice Community Choice Aggregation Program.

5.8) Approve Agreement with Dash Construction Company, Inc., for wrought iron fencing replacement services for a total not to exceed amount of $177,962 for a term of 180 working days from the date of the Notice to Proceed.

Director Torres presented the staff report.

Councilmember Alarcón commented on community blight, graffiti, and the City's commitment to delivering the projects.

Motion: Approve Agreement with Dash Construction Company, Inc., for wrought iron fencing replacement services for a total not to exceed amount of $177,962 for a term of 180 working days from the date of the Notice to Proceed.
Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Eric Ohlsen, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.
Absent: Austin Bishop.

5.9) Approve Requisition with AAA Oils, Inc., dba California Fuels and Lubricants for diesel and unleaded fuel, motor oil, and lubricants for a total not to exceed amount of $525,000 for Fiscal Year 2026-27.

Director Torres presented the staff report.

There was Council and staff discussion regarding the bid, approving the item for one year, term of the purchase order, solicitation process, and future cost of

fuel.

Motion: Approve Requisition with AAA Oils, Inc., dba California Fuels and Lubricants for diesel and unleaded fuel, motor oil, and lubricants for a total not to exceed amount of $525,000 for Fiscal Year 2026-27.
Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Eric Ohlsen, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.
Absent: Austin Bishop.

5.10) Approve the minutes from the previous meeting.

Motion: Approve all items listed on the consent calendar except 5.3, 5.5, 5.8 and 5.9.
Moved by Laura Bettencourt, seconded by Richard J. Loa.

Vote: Motion carried (4-0)
Yes: Eric Ohlsen, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.
Absent: Austin Bishop.

6) PUBLIC HEARING

6.1) Adopt Resolutions No. CC 2026-049, a Resolution of the City Council of the City of Palmdale restating in its entirety the City of Palmdale Master schedule of fees and penalties and repealing all prior enactments inconsistent with this Resolution.

Mayor Ohlsen opened the public hearing.

City Clerk Scott read the title of the resolution.

Deputy City Manager Samson presented the staff report.

Alarcón voiced concerns regarding potential subsidies for low income, seniors, and veterans.

Deputy City Manager Samson discussed the dedicated program for veterans. Director Smith spoke regarding the programs that are available within Parks and Recreation for veterans and seniors.

Council and staff discussed fee increases, budget impacts, business permit fees, development fees, and the mobile home rent appeal fee.

The following individuals spoke in opposition to raising fees: Kevin Shenkman, Rich Gallego, Dr. Coronado, and Jeremiah Farrell.

There was Council discussion regarding tabling the item to September, and impacts to the 26-27 budget.

Motion: Table the item to September.
Moved by Laura Bettencourt, seconded by Richard J. Loa.

Vote: Motion carried (4-0)

Yes: Eric Ohlsen, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.
Absent: Austin Bishop.

7) NEW BUSINESS

7.1) Adopt Resolution No. CC 2026-045, a Resolution of the City Council of the City of Palmdale to delay the Phased Implementation of the Transactions and Use Tax Increase Authorized by AB 2443 and Enacted by Measure PD.

City Clerk Scott read the title of the resolution.

Deputy City Manager Samson presented the staff report.

Council and staff discussed deferring the implementation of the other two phases of Measure PD for a period of seven years, repealing Measure PD completely, County taxes, meetings with California Department of Tax and Fee Administration (CDTFA), and replacement revenues for the $27 that Measure PD is generating.

The following individuals provided public input: Dr. Coronado discussed the financial impact Measure PD has on families. Rich Gallego asked how the city can fight the LA County and stated citizens will leave the city due to high sale taxes. Marcos Alvarez discussed the impact that sales taxes have on his family and deferring the sales tax is a temporary solution. Cesar Vega discussed how the sales tax affects the people of Palmdale, and bringing sales taxes down. Resident, no name, spoke regarding sales taxes and leadership. Roger Soderstedt spoke in support of approving the resolution.

California 27th District Representative George Whitesides thanked the Council for its work in the community and commended the City on its National Night Out event.

The Council thanked Representative George Whitesides for helping the City secure funding for various projects and for working in a nonpartisan manner.

There was further Council discussion on the cost of adding a ballot measure on a special election or the next primary, the property tax negotiated at the time of incorporation of Palmdale, infrastructure issues that have been taken care, fighting against the County and the State, and an analysis of what can be done in the future.

Motion: Adopt Resolution No. CC 2026-045, a Resolution of the City Council of the City of Palmdale to delay the Phased Implementation of the Transactions and Use Tax Increase Authorized by AB 2443 and Enacted by Measure PD; and direct staff to provide a financial analysis of a full repeal and the cost and timelines for putting a repeal measure on either a special ballot or an upcoming Primary General election.
Moved by Eric Ohlsen, seconded by Andrea Alarcón.

Vote: Motion carried (4-0)
Yes: Eric Ohlsen, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.
Absent: Austin Bishop.

9) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

9.1) Discussion on oversight procedures for the City Manager position regarding authority to approve purchases and contracts.

Councilmember Alarcón discussed the Palmdale Municipal Code, oversight of the City Manager, and expenditures made by the City Manager.

9.2) Discussion of oversight procedures for the City Attorney position regarding billing statements and task assignments.

Councilmember Alarcón spoke in opposition to the legal advice provided to the City.

9.3) Discussion regarding the installation of life-saving automated external defibrillators (AED's) at City facilities.

Councilmember Alarcón discussed Richie's Bill, legislation that generates funding to establish pediatric trauma centers. She emphasized the importance of having Automated External Defibrillators (AEDs) available at all city properties and proposed that the city move forward with purchasing and implementing AEDs at all city facilities, along with providing training to city staff and Councilmembers on their proper use.

Motion: Bring this item back as an action item on the agenda.
Moved by Laura Bettencourt, seconded by Andrea Alarcón.

Vote: Motion carried (4-0)
Yes: Eric Ohlsen, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.
Absent: Austin Bishop.

There was further discussion among the Council regarding adding 9.1 and 9.2 as action items to the agenda. Councilmember Bettencourt mentioned that she requested a spreadsheet on City Manager-approved contracts for tracking and monitoring. She suggested monthly or quarterly emails.

Motion: Bring back as action items on which specific oversight mechanisms to be implemented for both the City Manager and City Attorney.
Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Eric Ohlsen, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.
Absent: Austin Bishop.

8) CITY MANAGER'S REPORT

City Manager Salvador provided an update on several events, including the National Night Out in Poncitlan; and Summer Concert Series featuring War on August 7 and Ja Rule on August 22 at the Palmdale Amphitheater.

10) CLOSED SESSION

Public Comments: Kevin Shenkman discussed 10.1, 10.2, and 10.3. Eugene Hernandez discussed 10.1 and 10.2. The following individuals discussed 10.1 including Marcos Alvarez, Cesar Vega, Aranzu Guerrero, Rafael Guerrero, and Jesus Gutierrez. Taino Moreno discussed 10.1, 10.2, and 10.3.

Councilmember Alarcón made a motion under the provision concerning a matter arising subsequent to the agenda and requiring urgent action. The motion was to add an item to the Closed Session agenda to discuss personnel matters pertaining to City Manager. The motion died for lack of a second.

Public comments continued: Kevin Shenkman discussed 10.2 and 10.3.

City Attorney Severino confirmed the items would be heard as listed.

10.1) CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Initiation of litigation: (1 case)
This closed session is being held pursuant to the authority of California Government Code Section 54956.9, paragraph (4) of subdivision (d).

10.2) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Kristen Sheils v. City of Palmdale, et al. Los Angeles Superior Court 25STCV05268
This closed session is being held pursuant to the authority of California Government Code Section 54956.9, subdivision (d)(1).

10.3) CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Salvador Mendez, City Manager, Linda Daube, Special Counsel, Janelle Samson, Deputy City Manager, and Yvette Barrios, Director of Human Resources Employee organization: Teamsters Local 986
This closed session is being held pursuant to the authority of California Government Code Section 54957.6.

11) ANNOUNCEMENT BY CITY ATTORNEY

Closed Session was held from 7:33 pm - 9:00 pm.

City Attorney Severino announced the following:

10.1) There was no reportable action.

10.2) There was no reportable action.

10.3) There was no reportable action.

12) ADJOURNMENT

Mayor Ohlsen adjourned the meeting at 9:01 pm to September 1, 2026, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 1st day of September 2026.

_____
Eric Ohlsen, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **SEPTEMBER 1, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT HOUSING DIVISION**

DISTRICT: **ALL**

SUBJECT: **PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS ON THE DRAFT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR FY 2025-26; AND RECEIVE, FILE, AND AUTHORIZE SUBMITTAL OF THE CAPER TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)**

RECOMMENDATION

Staff recommend that the City Council:

1. Open a public hearing to receive public comments on the Draft CAPER for FY 2025-2026;

2. Receive, file, and authorize the submission of the 2025-2026 CAPER; and,

3. Authorize the City Manager or his designee to make changes as instructed by the City Council and submit the CAPER to the U.S. Department of HUD, in accordance with applicable HUD requirements.

BACKGROUND

As a HUD entitlement community and participating jurisdiction, the City of Palmdale receives annual allocations from HUD under the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs.

The City is required to prepare a five-year Consolidated Plan that identifies housing and community development needs and establishes strategies and priorities to address them. The City Council approved the 2025-2029 Consolidated Plan in May 2025, which was subsequently submitted to HUD in June 2025.

At the conclusion of each program year, the City is required to submit a CAPER to HUD. The CAPER evaluates the City's progress in implementing the goals and objectives identified in the Consolidated Plan and Annual Action Plan and documents the City's accomplishments, expenditures, and use of CDBG and HOME funds during the program

year.

DISCUSSION

For FY 2025-26, the City received a CDBG allocation of $1,407,911 and a HOME allocation of $478,371.16. In addition to current-year allocations, the CAPER also accounts for program income and prior-year resources used during the reporting period.

The following summarizes the CDBG and HOME activities and expenditures reported for the 2025-26 program year:

CDBG Funds	Allocated	Expended
ADMINISTRATION		
General CDBG Administration	$241,580	$141,513.60
Housing Rights Center (Fair Housing Services)	$40,000	$40,000
Administration – Total	**$281,580**	**$181,513.60**
PUBLIC SERVICE		
South Antelope Valley Emergency Services (SAVES)	$211,180	$211,180
Public Service – Total	**$211,180**	**$211,180**
CAPITAL IMPROVEMENTS		
Section 108 Loan Repayment	$343,037.92	$343,037.92
ADA Compliance – Q-12	$1,579,027.91	$1,579,027.91
ADA Compliance – 3rd St E.	$665,546	$408,563.10
Capital Improvements – Total	**$2,587,611.83**	**$2,330,628.93**
CDBG Total	**$3,080,371.83**	**$2,723,322.53**

HOME Funds	Allocated	Expended
ADMINISTRATION		
General HOME Administration	$62,944.75	$62,944.75
Administration – Total	**$62,944.75**	**$62,944.75**
HOME PROGRAMS/PROJECTS		
Tenant-Based Rental Assistance Program (TBRA)	$250,000	$202,391.06
Affordable Housing Development	$271,902	$0
CHDO Set-Aside	$71,756	$0
HOME Programs/Projects – Total	**$593,658**	**$202,391.06**
HOME Total	**$656,602.75**	**$265,335.81**

The City complied with its Citizen Participation Plan and applicable CDBG requirements by making the CAPER available for public review and comment prior to submission to HUD. A public notice identifying the locations where the CAPER was available for review and inviting written and oral comments was published in the Antelope Valley Press and on the City's website on August 8, 2026.

The public hearing provides an additional opportunity for members of the public to comment on the Draft CAPER before it is submitted to HUD. Following the public hearing and consideration of any comments received, staff requests City Council approval to make any necessary revisions to the CAPER and submit the final report to HUD by September 28, 2026.

FISCAL IMPACT

$0; While there is no direct financial impact associated with this action, untimely submission may result in HUD compliance issues and affect future CDBG and HOME funding opportunities.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

A. Manage resources, costs, and liabilities to ensure the City’s long-term fiscal health.

Prepared by:	Megan Taggart, Director of Economic & Community Development
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

Draft CAPER FY 2025-26

2025-2026 Consolidated Annual Performance and Evaluation Report

Community Development Block Grant
HOME Investment Partnerships Program

September 1, 2026

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CITY OF PALMDALE

2025/2026 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT JULY 1, 2025 THROUGH JUNE 30, 2026

ERIC OHLSEN
Mayor

AUSTIN BISHOP
Mayor Pro Tem

RICHARD J. LOA
Council Member

LAURA BETTENCOURT
Council Member

ANDREA ALARCON
Council Member

SALVADOR MENDEZ
City Manager

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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER) is the City of Palmdale's report to the U.S. Department of Housing and Urban Development (HUD) describing the use of federal Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds during the first program year of the 2025-2029 Consolidated Plan period, covering July 1, 2025, to June 30, 2026.

The City receives CDBG and HOME funds from HUD on a formula basis each year. In turn, the City implements projects and awards grants and loans to nonprofit, for-profit and public organizations for projects in furtherance of the adopted Consolidated Plan. The CDBG and HOME programs provide a wide range of eligible activities for the benefit of low and moderate-income Palmdale residents.

For the 2025-2026 program year, the City received $1,407,911 of CDBG funds and $478,372 of HOME funds and has $2,768,654 of unprogrammed prior year HOME funds from HUD. Together, with prior year(s) funding available, a total of $4,654,936 was allocated to projects in the 2025-2026 Action Plan. This investment of CDBG and HOME funds was a catalyst for positive change in the community. Together with other federal, state, and local investments, HUD resources allowed the City and its partners to:

- Provide fair housing services for 250 residents
- Provide homelessness prevention and assistance services to 9,019 residents
- Provided tenant-based rental assistance to 31 senior households
- Complete ADA improvements at Q-12, which benefited 2,070 residents
- Complete ADA improvement and sidewalk gap closure on 3rd Street, which benefitted 16,946 residents

Table 1 provides a summary of the five-year and one-year accomplishments for the period ending June 30, 2026, arranged by each of the Strategic Plan Goals included in the 2025-2029 Strategic Plan of the Consolidated Plan.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 1 - Accomplishments – Strategic Plan & Program Year to Date

Goal	Category	2025-2026 Amount Allocated	Indicator	Unit of Measure	5-Year Strategic Plan			2025-2026 Program Year 1		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Affordable Housing Development	Affordable Housing	HOME: $271,902	Rental units constructed	Household Housing Unit	80	0	0%	80	0	0%
Affordable Housing Preservation	Affordable Housing	HOME: $0	Rental Units Rehabilitated	Household Housing Unit	5	0	0%	0	0	0.0%
Rental Assistance	Affordable Housing	HOME: $250,000	Tenant-based rental assistance/Rapid Rehousing	Household	125	31	25%	25	31	124%
Fair Housing Services	Affordable Housing	CDBG: $40,000	Other	Other	1,500	250	17%	300	250	83%
Homelessness Prevention and Assistance	Homeless	CDBG: $211,180	Public service activities other than Low/ Moderate Income Housing Benefit	Persons Assisted	N/A	N/A	N/A	9,500	9,019	95%
Public Facilities and Infrastructure Improvements	Non-Housing Community Development	CDBG: $1,340,088	Public Facility or Infrastructure Activities other than Low/ Moderate Income Housing Benefit	Persons Assisted	100,000	2,070	2%	20,000	2,070	10%
Economic Opportunity	Non-Housing Community Development	CDBG: $0	Expand economic opportunity for low-income residents and small business owners	Businesses Assisted	10	0	0%	0	0	0%
Planning	Planning and Administration	CDBG: $241,580 HOME: $47,837.16	Other	Other	10	2	20%	2	2	100%

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During the program year, the City and its housing and community development partners made progress on several 2025-2026 activities as well as some multi-year activities that continued during the program year. All CDBG and HOME funded activities addressed specific high-priority objectives identified in the 2025-2029 Consolidated Plan.

The CDBG-funded South Antelope Valley Emergency Services (SAVES) activity provided much-needed services through CDBG entitlement funding. On March 4, 2020, the Los Angeles County Department of Public Health issued a State of Emergency and ordered all non-essential businesses to close due to the COVID-19 Pandemic. On March 16, 2020, SAVES adopted the COVID-19 National Emergency model to become an emergency-only food distribution center. SAVES re-designed from client choice to a no-contact drive-thru. SAVES also coordinated with local churches and community group volunteers to deliver emergency food to shut-in senior residents. The City of Palmdale continues to serve residents affected by the pandemic. As a result, SAVES served people within all residential tracts of the City, meeting the Low and Moderate Clientele National Objective. During the program year, 9,019 food orders were distributed to needy households.

Most CDBG funds were allocated to public facilities and infrastructure improvement activities to benefit low- and moderate-income neighborhoods, provide disabled access, provide facilities for homelessness prevention services, or directly support affordable housing during the program year. The project scope for the ADA Improvements at Q-12 was increased to include street improvements. Construction was completed by June 2025. Labor compliance reviews and drawdowns have prevented the closeout of this project prior to the CAPER submittal. The project will be closed out during the 2026-2027 program year. Funds have been allocated for the construction and improvement of sidewalk, curb, and gutter infrastructure along 3rd Street East to enhance pedestrian safety and neighborhood accessibility. This project was completed in April 2026. Labor compliance monitoring is ongoing, and the project is expected to be closed out in September 2026.

The 2025 HOME-funded Tenant Based Rental Assistance (TBRA) assisted 31 unduplicated extremely low-income senior households (age 62 or older) experiencing a severe housing cost burden (more than 50% of household income goes to rent).

The City has made significant progress toward the numeric accomplishment goals for projects during this first year of the five-year Consolidated Plan period. Each of the activities that were underway during the 2025-2026 program year are listed in Figure 1, including the amount of CDBG or HOME funds allocated to the activity and the amount spent as of June 30, 2026. Figure 2 provides the numeric accomplishment goal, and the amount accomplished as of June 30, 2026.

Figure 1 – Use of CDBG and HOME Funds

1. Affordable Housing Development		**Allocated**	**Expended**	
2025 Tenant-Based Rental Assistance	HOME	$250,000	$202,391.06	81%
	Subtotal	**$250,000**	**$202,391.06**	81%
2. Fair Housing Services				
2025 Fair Housing Services	CDBG	**$ 40,000**	**$ 40,000**	100%
3. Public Services Including Homelessness				
2025 South Antelope Valley Emergency Services	CDBG	**$211,180**	**$211,180**	100%
4. Public Facilities and Infrastructure Improvements				
2025 Section 108 Debt Service	CDBG	$343,037.92	$343,037.92	100%
2018 Street Improvement Q-12	CDBG	$168,490.25	$168,490.25	100%
2019 Street Improvement Q-12	CDBG	$342,530.78	$342,530.78	100%
2020 Street Improvement Q-12	CDBG	$600,241.76	$600,241.76	100%
2021 Street Improvement Q-12	CDBG	$248,764.79	$248,764.79	100%
2022 Street Improvement Q-12	CDBG	$219,000.33	$219,000.33	100%
2024 Street Improvement 3rd St E	CDBG	$665,546.06	$408,563.10	61%
	Subtotal	**$2,587,611.89**	**$2,330,628.93**	90%
5. Economic Opportunity				
2025 Economic Development	CDBG	$0	$0	0%
6. Planning and Administration				
CDBG Program Administration	CDBG	$241,580	$141,513.60	59%
HOME Program Administration[1]	HOME	$ 62,944.75	$62,944.75	100%
	Subtotal	**$304,524.75**	**$204,458.35**	63%
7. COVID Response				
South Antelope Valley Emergency Services	CDBG-CV	$1,646,315	$1,608,858.65	98%
CDBG-CV Administration	CDBG-CV	$286,580	$194,203.79	68%
	Subtotal	**$1,932,895**	**$1,803,062.44**	93%
Total for all Goals:		**$5,326,211.64**	**$4,791,720.78**	90%

[1] Note: $15,107.59 of prior year(s) HOME Administration was used during this Program Year.

Figure 2 – Program Year Accomplishments by Strategic Plan Goal

Strategic Plan Goal / Activity	Unit of Measure	Expected	Actual
1. Affordable Housing Development			
2025 Tenant-Based Rental Assistance	Household Unit	25	31
2. Fair Housing Services			
Fair Housing Services (Admin)	People	300	250
3. Public Services Including Homelessness			
South Antelope Valley Emergency Services	People	9,500	9,019
4**. Public Facilities and Infrastructure Improvements**			
Section 108 Debt Service	N/A	N/A	N/A
2022 ADA Compliance – Q-12 2021 ADA Compliance – Q-12 2020 ADA Compliance – Q-12 2019 ADA Compliance – Q-12 2018 ADA Compliance – Q-12 2024 ADA Compliance – 3rd St East	People	20,000	2,070
5. Economic Opportunity			
Business Assistance Program	Businesses	0	0
6. Planning and Administration			
CDBG Program Administration	N/A	N/A	N/A
HOME Program Administration	N/A	N/A	N/A

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

Table 2 – Table of assistance to racial and ethnic populations by source of funds

	CDBG	HOME
White	4,895	13
Black or African American	6,509	12
Black/African American & White	239	1
Asian	329	0
American Indian/ Alaskan Native	72	0
Asian & White	28	0
Native Hawaiian or Other Pacific Islander	17	0
Amer. Indian/Alaskan Native & Black/African Amer.	47	0
American Indian/Alaskan Native & White	20	0
Other multi-racial	7,650	5
Total	19,806	31
Hispanic	3,968	6
Not Hispanic	15,838	25

Narrative

Table 2 provides an aggregate of race and ethnicity data for persons and households served during the program year based on accomplishment data from all CDBG and HOME activities reported in HUD's Integrated Disbursement and Information System (IDIS).

The (TBRA) activity has assisted 31 unduplicated extremely low income, rent-burdened Senior households.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Table 3 - Resources Made Available

Source of Funds	2025-2026 Annual Allocation Amounts	Prior Year Resources	Total Resources Made Available in 2025-2026 Action Plan	Amount Expended During Program Year
CDBG	$1,407,911	$797,975	$2,205,886	$1,206,202.55
HOME	$478,371.16	$163,123.20[2]	$641,494.36	$265,335.81

[2] This amount is HOME Program Income.

Narrative

The federal, state, local and private resources available for the implementation of projects during the 2025-2026 program year are identified in Table 3. The CDBG resources include $1,407,911 of CDBG formula grant funds and $797,795 in prior year funds. The HOME resources include $478,372 HOME formula grant funds and $163,123.20 in program income. A grand total of $2,847,380.36 of CDBG and HOME were allocated to projects in the Action Plan.

Identify the geographic distribution and location of investments

Table 4 – Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	100%	100%	Infrastructure

Narrative

The 2025-2026 Action Plan allocated $1,713,126 to public facilities and Infrastructure activities, representing 78 percent of the program year CDBG investments. Combined with prior program funds, over $2.5 million of CDBG funds were designated to Public Facilities and Infrastructure activities designed to benefit the Low-and Moderate-Income Areas, of which 100% benefited low-and moderate-income areas.

Leveraging

Explain how federal funds leveraged additional resources (private, state, and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

To address housing and community development needs in Palmdale, the City leverages its CDBG and HOME entitlement grants with a variety of funding resources in order to maximize the effectiveness of available funds. The primary funding sources for leveraging CDBG and HOME funds in Palmdale are Housing Successor Agency housing asset funds, redevelopment Successor Agency funds and the Redevelopment Property Tax Trust Fund (RPTTF) funds.

Additional CDBG leveraging opportunities were available for SAVES. The organization received more than $5,000 in monetary donations from the community, along with in-kind food contributions from local businesses and the Palmdale School District, valued at over $8 million.

HUD requires HOME Participating Jurisdictions (PJs) to match 25 percent of their HOME annual allocation. In accordance with 24 CFR 92.222, PJs satisfying the distress criteria established by the HOME Program regulations are provided with a match reduction. Match reductions are granted due to fiscal distress, severe fiscal distress, and Presidential disaster declarations. For the 2025-2026 program year, the City of Palmdale received a 50 percent match reduction from HUD.

Table 5 – Fiscal Year Summary - HOME Match Report

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	$4,759,190
2. Match contributed during current Federal fiscal year	$0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	$4,759,190
4. Match liability for current Federal fiscal year	$0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	$4,759,190

Table 6 – Match Contribution for the Federal Fiscal Year

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contrib.	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Prep., Const. Materials, Donated labor	Bond Financing	Total Match
N/A	N/A	$0	$0	$0	$0	$0	$0	$0

Table 7 – Program Income

Balance on hand at beginning of reporting period	Amount received during reporting period	Total amount expended during reporting period	Balance on hand at end of reporting period
$0	$1,210.00	$0	$1,210.00

HOME MBE/WBE report

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period

Table 8 – Minority Business and Women Business Enterprises

During the reporting period there were no HOME activities required to report on MBE/WBE.

	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number	0	0	0	0	0	0
Dollar Amount	$0	$0	$0	$0	$0	$0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	$0	$0	$0	$0	$0	$0

	Total	Women Business Enterprises	Male
Contracts			
Number	0	0	0
Dollar Amount	$0	$0	$0
Sub-Contracts			
Number	0	0	0
Dollar Amount	$0	$0	$0

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted

Table 9 – Minority Owners of Rental Property

	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	$0	$0	$0	$0	$0	$0

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition

Table 10 – Relocation and Real Property Acquisition

Parcels Acquired (CDBG)	0	$0
Businesses Displaced	0	$0
Nonprofit Organizations Displaced	0	$0
Households Temporarily Relocated, not Displaced	0	$0

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	$0	$0	$0	$0	$0	$0

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

Table 11 – Number of Households

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	0	0
Number of non-homeless households to be provided affordable housing units	80	0
Number of special-needs households to be provided affordable housing units	0	0
Total	**80**	**0**

Table 12 – Number of Households Supported

	One-Year Goal	Actual
Number of households supported through rental assistance	25	31
Number of households supported through the production of new units	0	0
Number of households supported through the rehab of existing units	0	0
Number of households supported through the acquisition of existing units	0	0
Total	**25**	**31**

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In the 2025-2026 program year, the City established a one-year goal of providing 80 affordable housing units. While the City anticipated initiating HOME-funded housing activities in 2025-2026, the formal commitment and allocation of HOME funding occurred in the 2026-2027 program year. The City anticipates capturing this accomplishment with the newly funded multi-family developments. With TBRA, the City supported 31 Senior households through ongoing rental assistance.

Discuss how these outcomes will impact future annual action plans.

In future annual action plans, the City anticipates continuing to invest HOME funds to address housing affordability for renters and homeowners through the creation of new units, rehabilitation of existing substandard units, and the provision of TBRA to the City's most vulnerable residents – extremely low-income senior citizens experiencing a severe housing cost burden.

The City is actively seeking a certified Community Housing Development Organization (CHDO) with capacity to develop housing to increase the likelihood of meeting the HOME program requirement that 15 percent of each allocation be committed to a CHDO project within 24 months. The active TBRA Program will ensure that HOME funds are effectively committed on time to meet HUD's 24-month commitment deadline. As a result of these actions, the City will be able to strategically invest the remaining HOME funds in affordable housing development or rehabilitation projects at a point in time when these projects are shovel-ready with all other financing commitments in place.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Table 13 – Number of Persons Served

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	7,306	31
Low-income	1,173	0
Moderate-income	524	0
Total	**9,019**	**31**

Narrative Information

The 2025-2029 Consolidated Plan - Strategic Plan identified high-priority affordable housing needs including preserving the supply of affordable housing and providing rental assistance to extremely low-income seniors. During the 2025-2026 program year, the City invested HOME funds for Valley Oasis to implement the TBRA program for extremely low-income seniors experiencing a housing cost burden.

Through the City's TBRA Program, and affordable housing programs, it attempts to meet the needs of worst-case housing needs (defined as low-income renters who experience severe cost burden, substandard housing, or involuntary displacement). Additionally, the City refers individuals at-risk of homelessness to the homeless services and programs described in more detail in the next section of the CAPER.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In Los Angeles County, the Los Angeles Homeless Services Authority (LAHSA) is the lead agency coordinating the Continuum of Care (CoC). LAHSA is a joint powers authority for the City and County of Los Angeles (with the exception of the Cities of Long Beach, Pasadena, and Glendale). A ten-member Commission governs LAHSA. Each of the County's five Supervisors appoints one (1) commissioner while the Mayor and City Council of Los Angeles appoint another five (5) members. LAHSA plans, coordinates, and manages resources for the County's homeless programs. In addition, LAHSA provides technical assistance, data, and other planning resources to many of the incorporated cities within the County, including the City of Palmdale. LAHSA develops and oversees a comprehensive strategy to address homelessness.

Additionally, in February, 2016, the Los Angeles Board of Supervisors approved an unprecedented action plan of nearly two dozen interlocking strategies, focusing on six key areas to combat homelessness. The City of Palmdale has been one of over 100 community groups, cities and county leaders who continue to actively participate in the planning and implementation of these strategies to address homelessness. As part of the County strategy, the City of Palmdale participated in a process to create a City-specific plan to prevent and combat homelessness. In addition to participating in County-wide stakeholder meetings and as a member of the (CoC), the City of Palmdale participates in a regional approach to address homelessness within the Antelope Valley Service Planning Area No. 1 (SPA 1). SPA 1 covers approximately 2,500 square miles of desert and forest, from the Kern County line on the north, to the San Bernardino County line on the east, the Ventura County line on the west and the Angeles Forest on the south. The homeless count conducted by LAHSA February 2025 estimated that the number of homeless persons in SPA 1 was 6,777, while a total of 309 individuals were encountered within the City of Palmdale. Data released by LAHSA in July 2026 indicates that subsequent intensive interventions – including expansion of the *Pathway Home* program – have significantly altered these numbers, driving a 37% decline in unsheltered homelessness across the Antelope Valley region.

The City participates in the Antelope Valley Homeless Coalition, an inter-agency council with approximately 50 participants. Through this participation, the City is able to coordinate efforts and resources with local homeless service providers including Los Angeles County's Coordinated Entry System, outreach, and engagement, 2-1-1, and the Homeless Access Center in Palmdale operated by Valley Oasis. The City along with county partners, the State of California and Hope the Mission have partnered for Project Homekey in response to, the increasing numbers of homeless to provide Interim Housing and Permanent Supportive Housing.

The City partnered with community organizations—including Advancing Communities Together, Mental Health America Los Angeles, Valley Oasis, and Victory Outreach—to collaborate with the Los Angeles County Homeless Initiative. Together, they implemented programs designed to support individuals experiencing homelessness or at risk of becoming homeless. These programs

provided outreach, workforce development, case management, and comprehensive wraparound services.

The SAVES program provides food and other resources to persons experiencing homelessness and individuals and families at risk of homelessness. The City allocated the full 15 percent of its 2025-2026 CDBG public service funds.

Addressing the emergency shelter and transitional housing needs of homeless persons

The ultimate solution to ending homelessness is permanent housing closely aligned with supportive services that ensure housing stability can be maintained. However, because the demand for affordable housing far outpaces the region's supply, the CoC continues to rely on its emergency and transitional housing system to address the immediate needs of Los Angeles County's homeless population. To expand the options available in the community, the County's Homeless Initiative has expanded LAHSA-funded crisis housing to 24-hour facilities and has begun providing Rapid Re-Housing and Homeless Prevention funds to the community.

To address homeless needs in Palmdale among the 18–26-year-old age segment, the City and Advancing Communities Together, Inc. established the Palmdale Dream Center, an 11-unit transitional housing center with congregate activities and services designed to promote continuing education and employment for residents to achieve self-sufficiency and permanent housing. The Coordinated Entry System for youth is Countywide and many of the County's strategies for addressing homelessness also have a component that prioritizes transitional age youth.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

An individual or family is considered to be at-risk of becoming homeless if it experiences extreme difficulty maintaining their housing and has no reasonable alternatives for obtaining subsequent housing. Circumstances that can cause homelessness include eviction, loss of income, insufficient income, disability, increase in the cost of housing, discharge from an institution, irreparable damage or deterioration to housing, and fleeing from family violence.

During 2025-2026, the City and Valley Oasis used HOME funds to implement the TBRA Program to provide assistance for extremely low-income elderly residents who are experiencing a severe rent burden.

The City provided funds to (SAVES), which provides emergency shelter (motel vouchers) and food to eligible low-income persons, homeless persons, and emancipated youth. SAVES distributes

food and clothing to individuals and households at risk of becoming homeless. SAVES provides referral services to partners for job placement, health, educational/training, and social service needs. Additionally, SAVES collaborates with local community partners to offer a continuum of services on-site by providing office space free of rent. During this program year, SAVES expanded services to provide support to the array of households experiencing economic impact from the COVID-19 pandemic. SAVES conducted drive-thru emergency services and coordinated with an array of community partners to create drive-thru resource fairs. Information provided to residents included outreach and referral to the Census, the SNAP application process, and information on housing services, including services from rental assistance to tenant rights legal assistance, as well as medical services and vaccination opportunities. SAVES utilizes volunteer workers and Los Angeles County Transitional Subsidized Employment (TSE) program participants providing the opportunity to build job skills and experience in a warehouse/food pantry setting and training in general office skills.

The City supports America's Job Center of California (AJCC) previously known as the South Valley WorkSource Center or One Stop Center centrally located in Palmdale. The Center provides comprehensive employment, training and educational services to employers and job seekers.

The Housing Rights Center uses CDBG funds to provide fair housing, tenant/landlord mediation, and legal services for residents through attorney consultations and the preparation of legal documents for the residents to represent themselves in family law and landlord/tenant actions. Some of these services are provided to prevent undue evictions that could lead to homelessness.

Palmdale is included in the Los Angeles County Development Authority's (LACDA) efforts to provide Section 8 rental assistance to extremely low- and very low-income households located within the City limits. The Section 8 program gives priority to households that are at risk of becoming homeless or currently residing in inadequate housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In support of CoC efforts, the 2025-2029 Strategic Plan provides for the use of CDBG funds to support activities implemented by local nonprofit organizations that provide services to help prevent and eliminate homelessness, including families at risk of homelessness. The City will provide CDBG funds to SAVES and HOME funds to Valley Oasis for the TBRA Program. HOME funds are also used to promote affordable housing development and preservation efforts.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Palmdale Housing Authority was formed in 1994 under the State of California Housing Authority Law to actively improve existing neighborhoods and develop affordable housing opportunities using local, state, and federal resources. The Palmdale Housing Authority does not administer Section 8 and does not own HUD Public Housing; however, the City is within the service area of the Los Angeles County Development Authority (LACDA) for the purposes of Section 8 and Public Housing. During the 2025-2026 program year, LACDA continued to serve the needs of residents through Section 8 vouchers and public housing.

In recognition that the U.S. Census Bureau projects that the elderly in California will have an overall increase of 112 percent from 1990 to 2020, LACDA has made changes to address the need for the growing senior population. In August of 2013, HUD approved LACDA's application to designate 13 public housing senior developments as housing for elderly families only (62 years or older).

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

LACDA actively encourages residents to be involved in the organization through resident councils and active participation in housing authority decisions via surveys and other forms of engagement. LACDA also maintains quarterly newsletters for Section 8 tenants, public housing residents, and Section 8 property owners.

LACDA encourages residents to explore homeownership opportunities. LACDA currently administers the Family Self-Sufficiency (FSS) program for public conventional housing and Housing Choice Voucher program residents. The FSS program provides critical tools and supportive services to foster a resident's transition from financial and housing assistance to economic and housing self-sufficiency, most importantly homeownership.

To support this effort, LACDA utilizes marketing materials to outreach and further promote the program's requirements and benefits to all public housing residents. For families that are eligible to participate, a Contract of Participation (COP) is prepared to govern the terms and conditions of their participation, and an Individual Training Service Plan (ITSP) is created that outlines the following: supportive services to be provided, activities to be completed by the participant, and agreed upon completion dates for the services and activities. The COP is valid for five years and may be extended to allow the family to meet their ITSP goals.

Once the COP is established and the family experiences an increase in tenant rent as a result of earned income, an escrow account in their name is established and increased earned income is deposited into this account. Escrow accounts are disbursed to the family once the family has

graduated successfully from the program. Families are encouraged to utilize these funds towards educational and homeownership endeavors.

Additionally, LACDA provides residents with information on their homeownership programs.

Actions taken to provide assistance to troubled Public Housing Agencies **(PHAs)**

N/A: LACDA is designated by U.S. Department of Housing and Urban Development as a High Performing Public Housing Agency.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The two primary barriers to affordable housing identified in the 2025-2029 Consolidated Plan include housing affordability and the lack of monetary resources for affordable housing. As discussed in the Consolidated Plan's Strategic Plan section, a significant portion of the monetary resources that were used for affordable housing in the past included tax increment financing through the former redevelopment agency that was eliminated as a result of changes in State policy.

To address housing affordability and the lack of monetary resources for affordable housing, the Strategic Plan called for the investment of a significant portion of CDBG and HOME funds for the development of 80 new affordable rental housing units. The current CDBG and HOME investments in progress or completed during this program year that will either directly impact housing affordability or make an indirect impact through support of new housing projects include $250,000 of 2025 HOME funds for the ongoing TBRA Program to make rental housing units affordable to extremely-low-income severely cost-burdened seniors.

Although the City no longer has access to Redevelopment Housing Set-Aside funds, the City continues to successfully leverage its CDBG and HOME funds to attract private and other available public resources to create affordable housing with suitable neighborhood amenities for low- and moderate-income residents.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The primary obstacles to meeting the underserved needs of low- and moderate-income people include lack of funding from federal, state, and other local sources, the high cost of housing that is not affordable to low-income people and the lack of availability of home improvement financing in the private lending industry. To address these obstacles, the City invested CDBG and HOME funds through the 2025-2026 Action Plan in projects provide TBRA to extremely low-income and cost-burdened seniors and projects that provide public services to low- and moderate-income people to prevent homelessness. To address underserved needs, 100 percent of the City's 2025 expenditure of CDBG and HOME funds (excluding Section 108 Debt Service and Administration) was for projects that benefit low- and moderate-income people.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) emphasizes prevention of childhood lead poisoning through housing-based approaches. To reduce lead-based paint hazards, the rehabilitation of housing units built prior to January 1, 1978, includes lead-based

paint testing and risk assessment. Where lead-based paint is identified, the City ensures that developers and contractors incorporate safe work practices or abate the lead-based paint as part of the scope of work to effectively reduce lead-based paint hazards to children in accordance with 24 CFR Part 35.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The implementation of CDBG and HOME activities meeting the goals established in the 2025-2029 Consolidated Plan - Strategic Plan and the 2025-2026 Action Plan addressed the needs of poverty-level families and made strategic investments to reduce the number of poverty-level families in the future by:

- Supporting activities that expand the supply of housing that is affordable to low- and moderate-income households.
- Supporting activities that ensure equal access to housing opportunities such as Fair Housing Services provided by the Housing Rights Center;
- Supporting a continuum of housing and public service programs to prevent and eliminate homelessness through the SAVES program, and the TBRA programs; and
- Supporting activities that improve public facilities and infrastructure including the investment of CDBG funds in projects completed or underway during this program year.

In addition to these efforts, mainstream state and federal resources also contributed to reducing the number of individuals and families in poverty. Federal programs such as the Earned Income Tax Credit and Head Start provided Palmdale residents with pathways out of poverty as they pursued employment and educational opportunities.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The institutional delivery system in Palmdale is high-functioning and collaborative—particularly the relationship between local government and the nonprofit sector comprised of a network of capable non-profit organizations that are delivering a full range of services to residents. Strong City departments anchor the administration of HUD grant programs and the housing, community and economic development activities that are implemented by the City.

In order to support and enhance the existing institutional structure, the City of Palmdale collaborated with affordable housing developers and nonprofit agencies receiving CDBG and HOME funds through the 2025-2026 Action Plan to ensure that the needs of low- and moderate-income residents were met as envisioned within the 2025-2029 Consolidated Plan - Strategic Plan.

Efforts to enhance the institutional delivery system included continued implementation of the TBRA Program in partnership with Valley Oasis that uses HOME funds and continued work with Advancing Communities Together. These critical partnerships significantly enhance the City's ability to implement the 2025-2029 Consolidated Plan - Strategic Plan.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

To enhance coordination between public and private housing and social service agencies, the City continued consulting with and inviting the participation of a wide variety of agencies and organizations involved in the delivery of housing and supportive services to low- and moderate-income residents in Palmdale- particularly the low- and moderate-income areas. Representatives of the Housing Division participated in Antelope Valley Coalition meetings and SAVES coordinated its efforts with Valley Oasis and the Los Angeles Homeless Services Authority, the COC Lead Agency.

Identify actions taken to overcome the effects of any impediments identified in the jurisdiction's analysis of impediments to fair housing choice. 91.520(a)

Content is no longer required pursuant to Executive Orders.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

To ensure that CDBG and HOME funds were used efficiently and in compliance with applicable regulations, the City provided technical assistance to all subrecipients at the beginning of the program year. The City has been working with the compliance staff for each subrecipient to conduct internal monitoring and provide virtual technical assistance.

Technical Assistance

To enhance compliance with federal program regulations, the Department of Economic and Community Development made technical assistance available to prospective applicants for any CDBG or HOME Notice of Funding Availability (NOFA) upon request to review the Strategic Plan goals, program requirements, and available resources with potential applicants. Technical assistance was provided to two prospective applicants. Additionally, technical assistance was provided during the implementation of CDBG and HOME-funded projects to ensure that appropriate resources were provided in furtherance of compliance with the program regulations.

Activity Monitoring

All activities were monitored, beginning with a detailed review upon receipt of the application to determine eligibility, conformance with a National Objective, and conformance with a Strategic Plan goal. This review also examined the proposed use of funds, eligibility of the service area, eligibility of the intended beneficiaries, and likelihood of compliance with other federal requirements such as the National Environmental Policy Act, the System for Award Management (SAM) debarment list, prevailing wage, Minority and Women Business Enterprise, Section 3 and federal acquisition and relocation regulations, as applicable.

Subrecipients submitted an audit and other documentation to establish their capacity, and any findings noted in the audit are reviewed. Subsequent to entering into a written agreement, staff and consultants performed periodic desk monitoring including ongoing review of required performance reports and documentation to substantiate CDBG and HOME expenditures.

LDM Associates, Inc. will assist the City with monitoring of CDBG Capital Projects to determine the adequacy of implementation by the Department of Public Works and its consultants. For HOME funded activities, annual monitoring of tenant files is in process to ensure that for renter occupied units, household income, rents, and utility allowances are in compliance with applicable limits pursuant to the affordability covenant.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A public notice was published in the Antelope Valley Press on August 8, 2026, notifying the public of the availability of the Consolidated Annual Performance and Evaluation Report for a 15-day public review and comment period from August 17, 2026 to September 1, 2026. A copy of the public notices is included in Appendix A.

The draft CAPER was available on the City website and at the following locations:

City Hall: Administration Building
38300 Sierra Hwy
Palmdale, California 93550

Department of Economic and Community Development
38350 Sierra Highway
Palmdale, California 93550

Palmdale Public Library
700 East Palmdale Blvd.
Palmdale, California 93550

A public hearing was conducted before the City Council on Tuesday, September 1, 2026 to solicit comments from residents and interested parties. A summary of any written or oral comments received during the public hearing is included in Appendix B.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

During the 2025-2026 program year, the City of Palmdale made no fundamental changes to the overarching program objectives or strategic priorities identified within its 2025-2029 Consolidated Plan. The City remains fully committed to its core pillars of expanding affordable rental housing through new construction and supporting community stability via Tenant-Based Rental Assistance (TBRA).

However, administrative experiences over the past 12 months highlighted a critical need to adjust project award timelines to reflect realistic pre-development timelines. The affordable housing target originally anticipated as an active 2025-2026 project milestone was operationally shifted to the 2026-2027 program year to allow sufficient time for complex proforma underwriting, site review, and environmental assessments. The City will not change its structural program objectives as a result of this experience, but it is refining the Annual Action Plan scheduling matrices to more accurately align multi-year capital funding streams with realistic construction start dates.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Maintaining HOME-assisted affordable housing is a high priority. During the program year, the City started the process of inspecting the tenant files for HOME-assisted properties.

- Whispering Palms – 76 units – Monitoring completed. No issues found.
- Summer Terrace – 80 units – Inspection completed, no deficiencies, and monitoring in progress.
- Palo Verde Terrace –78 units – Inspection completed, no deficiencies, and monitoring in progress.
- Wright Brothers Court – 156 units – Inspection completed, no deficiencies, and monitoring in progress.
- Palmdale Dream Center – 11 units – Inspection completed, no deficiencies, and desk monitoring in progress.
- Q-2 Duplex – 2 units – Inspection completed, no deficiencies, and monitoring in progress.
- Courson Arts Colony East – 5 units – Inspection completed, no deficiencies, and monitoring in progress.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

Each of the HOME-assisted properties with five or more units maintains an Affirmative Fair Housing Marketing Plan. The annual Affirmative Fair Housing Marketing Report is typically reviewed during annual monitoring to ensure compliance with HUD requirements to affirmatively further fair housing choices. Each of the HOME-assisted properties with monitoring completed in the current program year was in compliance.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

According to the PR-09 report for the HOME program, the City of Palmdale received $1,210 in program income during the 2025 program year.

Describe other actions taken to foster and maintain affordable housing. 91.220(k)

In the implementation of the 2025-2026 Action Plan, the City invested HOME funds to preserve and maintain affordable housing by partnering with development partners and nonprofit service providers to support the development of new rental housing units and to provide rental assistance. CDBG funds were invested in infrastructure and other public facilities improvement projects necessary to provide suitable infrastructure and neighborhood amenities to support the creation of decent affordable housing.

CITY OF PALMDALE

2025/2026

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

JULY 1, 2025 THROUGH JUNE 30, 2026

APPENDIX A

Public Notices

(to be submitted to HUD)

CITY OF PALMDALE

2025/2026

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

JULY 1, 2025 THROUGH JUNE 30, 2026

APPENDIX B

Summary of Citizen Participation Comments

Summary of Public Comments

Palmdale City Council Meeting
Public Hearing
September 1, 2026

Comments

CITY OF PALMDALE

2025/2026

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

JULY 1, 2025 THROUGH JUNE 30, 2026

APPENDIX C

IDIS Reports

(to be submitted to HUD)

City Council Staff Report

DATE: **SEPTEMBER 1, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **DEPARTMENT OF HUMAN RESOURCES**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2026-055, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING AGREEMENT NO. A-10041, A MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA TEAMSTERS, LOCAL 986, PUBLIC WORKS MAINTENANCE DIVISION SUPERVISORY AND CONFIDENTIAL UNIT, FOR A FIVE-YEAR TERM THROUGH JUNE 30, 2031**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2026-055, a resolution of the City Council of the City of Palmdale approving Agreement No. A-10041, a Memorandum of Understanding with the California Teamsters, Local 986, Public Works Maintenance Division Supervisory and Confidential Unit, for a five-year term through June 30, 2031, as presented.

BACKGROUND

On April 7, 2026, City Council adopted Resolution No. CC 2026-017, establishing a new bargaining unit, the Public Works Maintenance Division Supervisory and Confidential Bargaining Unit, including the classifications of Superintendent, Analyst, and Administrative Assistant; excluding the Office Assistant classification; and, further, recognizing Teamsters Union Local 986 as the exclusive representative for the newly formed unit.

The MOU (Agreement No. A-10041) with Teamsters Local 986 is a result of the newly established represented group. Since May 27, 2026, the City's negotiation team has met and conferred with representatives of Teamsters Local 986, which represents the Supervisory and Confidential Unit, on numerous occasions to negotiate an initial MOU. Those negotiations have resulted in a tentative agreement.

In accordance with the provisions of the Meyers-Milias-Brown Act (MMBA), which provides employees with the right to representation regarding wages, hours, and other terms and conditions of employment, the modified terms and conditions agreed to in a tentative

agreement were presented as updates to the City Council during Closed Session to ensure alignment with the goals for negotiations.

DISCUSSION

The agreement reached with the representatives of Teamsters Local 986 is a five-year agreement, beginning July 1, 2026, and ending June 30, 2031.

As a result of meeting and conferring with representatives of Teamsters Local 986 employees, key revisions to the current terms and conditions of the current MOU are proposed and hereby submitted for the City Council's consideration as follows:

- **Term**: Five-year term retroactive to July 1, 2026 – June 30, 2031
- **Revenue contingency**: Language added to include property taxes
- **Boot allowance**: $300/year (Superintendents Only)
- **Pant allowance**: $200/year (Superintendents Only)
- **Auto allowance**: $150/month (Superintendents Only)
- **License/Certification Stipend**:
    - $50/month if an employee holds one of the listed licenses/certifications, subject to approval by the employee's supervisor
    - $75/month if an employee holds two of the listed licenses/certifications, subject to approval by the employee's supervisor
    - $100/month if an employee holds three of the listed licenses/certifications, subject to approval by the employee's supervisor
    - $125/month if an employee holds four or more listed licenses/certifications, subject to approval by the employee's supervisor
- **Salary Increases (16% over 5-year Term)**:
    - FY 2026-27 COLA: 4%
    - FY 2027-28 COLA: 3%
    - FY 2028-29 COLA: 3%
    - FY 2029-30 COLA: 3%
    - FY 2030-31 COLA: 3%
    - Salary increases for FY 2026-27 will be retroactive to June 29, 2026
- **Deferred Compensation**: Match of employee contributions increased from $100 to a maximum of $200/month
- **Administrative Leave**: Accrual increased from 80 to 96 hours per year (Superintendents Only)
- **Discretionary Bonus**: A One-time, non-CalPERSable discretionary flat sum payment of $500 for full-time employees for FY 2026-27.
- **Additional Day Off**: To be used during the month of the employee's birth. This is a use-it-or-lose-it benefit and cannot be accrued/banked.

In return, Teamsters Local 986 tentatively agreed to:

Probationary Employees: Currently, the probationary period is six (6) months. The City is expanding the probationary period to one (1) year, and employees are not able to apply for another position, promotion, or request a transfer until they complete probation.

Floating Holiday Accrual Bank Cap: Currently, there is no cap on Floating Holiday accrual banks. City is implementing accrual bank cap as follows:

- 680 Hour cap on existing employees, with a two-year phased approach to bring all accrual balances to 680 hours max as of June 30, 2028
- 340 Hour cap for all new hires on/after July 1, 2026

Therefore, it is recommended that the City Council consider the proposed terms and conditions of the new MOU with the Supervisory and Confidential Unit Employees represented by the California Teamsters Local 986 and approve Resolution No. CC 2026-055.

FISCAL IMPACT

$573,820; The total estimated fiscal impact over the five-year term of the agreement is $573,820 and is shown in the table below:

Year	Year 1	Year 2	Year 3	Year 4	Year 5	Total for 5-Years
Wages – COLA	$76,740	$59,860	$61,660	$63,510	$65,410	**$327,180**
One-Time Bonus	$5,500	-	-	-	-	**$5,500**
Deferred Compensation	$13,200	$13,200	$13,200	$13,200	$13,200	**$66,000**
Boot Allowance	$2,700	$2,700	$2,700	$2,700	$2,700	**$13,500**
Pant Allowance	$1,600	$1,600	$1,600	$1,600	$1,600	**$8,000**
Auto Allowance	$14,400	$14,400	$14,400	$14,400	$14,400	**$72,000**
Administrative Leave	$8,240	$8,490	$8,740	$9,005	$9,275	**$43,750**
Day-Off During Birth Month	$7,140	$7,350	$7,570	$7,800	$8,030	**$37,890**
Total for 5-Year Term	**$129,520**	**$107,600**	**$109,870**	**$112,215**	**$114,615**	**$573,820**

STRATEGIC PLAN

Goal IV: Maintain a desirable community where everyone wants to live, work, and play.

C. Invest in staff and other human resources strategies to attract and retain a highly qualified, diverse, creative workforce.

Prepared by:	Yvette Barrios, Director of Human Resources
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

Resolution No. CC 2026-055
Agrmt No. A-10041 with Teamsters Local 986, Supervisory and Confidential Unit

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2026-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING A MEMORANDUM OF UNDERSTANDING, AGREEMENT NO. A-10041, BETWEEN THE CITY OF PALMDALE AND THE CALIFORNIA TEAMSTERS, LOCAL 986, SUPERVISORY AND CONFIDENTIAL UNIT

WHEREAS, the City of Palmdale ("City") is a public agency subject to the provisions of the Meyers-Milias-Brown Act (California Government Code Sections 3500–3511), which provides public employees the right to representation in matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, the City of Palmdale has an established employee bargaining unit for the purpose of collective bargaining and maintaining effective labor relations; and

WHEREAS, the City Council adopted Resolution No. CC 2026-017 on April 7, 2026, establishing a new bargaining unit, the Public Works Maintenance Division Supervisory and Confidential Bargaining Unit, including the classifications of Superintendent, Analyst, and Administrative Assistant; excluding the Office Assistant classification; and, further, recognizing Teamsters Union Local 986 as the exclusive representative for the newly formed unit.

WHEREAS, the City's negotiating team met and conferred with the California Teamsters Local 986 representatives for the Supervisory and Confidential Unit on numerous occasions to discuss terms and conditions of employment; and

WHEREAS, the City and Teamsters Local 986 have agreed to the terms set forth in the attached Memorandum of Understanding, Agreement No. A-10041, attached hereto as "Exhibit A".

NOW THEREFORE, BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF PALMDALE HEREBY DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDERS AS FOLLOWS:

Section 1. The Memorandum of Understanding, Agreement No. A-10041, between the City of Palmdale and the California Teamsters Local 986, attached as Exhibit A, is approved and adopted by the City Council and the City of Palmdale.

Section 2. In accordance with Title 2 of the California Code of Regulations, Section 570.5, and the requirements of the California Public Employees Retirement System, the salary schedules for the Teamsters Local 986, as set forth in Appendix A of the Memorandum of Understanding, are approved and adopted.

Section 3. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 1st day of September, 2026.

_____
Eric Ohlsen, Mayor

APPROVED AS TO FORM:

_____
Alexandra Severino
City Attorney

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 1st day of September 2026 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

City of Palmdale

and

Teamsters Local 986

Supervisory & Confidential Employee Group

Memorandum of Understanding

(Agreement No. A-10041)

July 1, 2026 – June 30, 2031

City Council Approved
September 1, 2026

PALMDALE

CITY OF PALMDALE & TEAMSTERS LOCAL 986
SUPERVISORY & CONFIDENTIAL EMPLOYEE BARGAINING GROUP

NEGOTIATIONS 2026

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We the undersigned, duly appointed representatives of the City of Palmdale ("City") and of the California Teamsters Local 986 ("Union"), a recognized employee organization, having met and conferred in good faith in accordance with the Meyers-Milias-Brown Act, have reached an Agreement which is to be submitted to the City Council of the City of Palmdale for approval, jointly prepare and execute, the following written Memorandum of Understanding ("MOU" or "Agreement").

ARTICLE I: GENERAL PROVISIONS

Section I.1 Parties to the Memorandum of Understanding

This MOU is entered into by and between the City and the Union.

Section I.2 Recognition

The California Teamsters Union Local 986 is hereby acknowledged by the City of Palmdale as the certified, exclusive, and recognized employee organization representing Supervisory & Confidential employees working in the City's Maintenance Division of the Department of Public Works (DPW) in the full-time classifications of Superintendents, Analysts, and Administrative Assistants (**Exhibit A**).

Section I.3 Purpose

The parties agree that the purpose of this MOU is to promote and provide harmonious relations, cooperation and understanding between the City of Palmdale and the employees covered herein; to provide an orderly and equitable means of resolving differences which may arise under this MOU, and to set forth the full agreements of the parties reached as a result of meeting and conferring in good faith regarding matters within the scope of representation (wages, hours, and/or working conditions) for employees represented by the Union. Except as specifically amended by this Memorandum, the City's Human Resources Rules & Regulations remain in full force and effect. Changes to Administrative Policies and Department Procedures that are within the scope of representation shall require a Meet and Confer.

Section I.4 Term of Agreement

This Agreement shall be effective as of July 1, 2026, and shall remain in full force and effect until June 30, 2031. The parties will notify each other of a desire to modify or terminate this Agreement no later than December 31, 2030. Negotiations will be scheduled promptly following any such notification.

Section I.5 Waiver of Bargaining During Term of this Agreement

Except where required by the terms of this MOU, the parties mutually agree that they will not seek to negotiate or bargain in regard to wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU.

Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

Nothing in this waiver shall be interpreted to waive the Union's right to request a Meet and Confer over any changes that materially affect wages, hours, and/or working conditions.

Section I.6 Management Rights Reserved

The City retains the exclusive right to manage and direct City services, the performance thereof, and the work force performing such services as defined in Section 12 - Management Rights in the City's Human Resources Rules & Regulations, which have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law. The exercise by the City through its Council and management representatives of its management rights shall not in any way, directly or indirectly, be subject to the grievance procedure.

The City has the express right:

1. To determine the standards and levels of services to be rendered, operations to be performed, uses of technology and equipment, means and methods of operations, overall fiscal matters, including, but not limited to, the right to contract or subcontract any work, services, or operations of any agency or department;

2. To determine the policy of all departments and agencies of the City, including the right to manage and direct the affairs of all agencies and departments in all respects;

3. To hire, promote, transfer, assign, and retain employees and to suspend, demote, reduce pay, dismiss, or take disciplinary action against employees of the City;

4. To direct and manage the employees of all City agencies and departments;

5. To determine the appropriate job classifications, organizational structure, and level of personnel by which the operations of all City agencies and departments are conducted;

6. To determine the mission of its constituent departments, commissions, boards, and issues of public policy;

7. To set standards and levels of service;

8. To establish and enforce dress and grooming standards;

9. To layoff, reduce in force, and relieve employees from duties, because of lack of work or funds, because conditions where continued work would be ineffective or

inefficient in terms of the use of resources to meet public needs, or for any other legitimate reason;

10. To maintain the efficiency of governmental operations;

11. To determine the methods, means, and numbers of kinds of personnel by which City operations are to be conducted;

12. To determine the size and composition of all departments and to establish work schedules and assignments;

13. To take whatever actions may be necessary to carry out the mission of the City agencies and departments;

14. To establish and promulgate rules and regulations, policies, and procedures relating to productivity, efficiency, conduct, and safety, as well as policies and procedures designed to comply with applicable jurisdiction and legislative enactments;

15. To determine the content and intent of job classifications;

16. To determine methods of financing;

17. To determine style and/or types of City-issued apparel, equipment, or technology to be used;

18. To determine and/or change the facilities, methods, technology, means, organization structure, and size and composition of the workforce and allocate and assign work by which the City operations are to be conducted;

19. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract or subcontract any work or operations of the City;

20. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;

21. To establish and modify productivity and performance programs and standards;

22. To conduct investigations into workplace and employee conduct in any manner deemed reasonably appropriate;

23. To reprimand employees or to withhold salary and benefits or otherwise discipline employees in accordance with applicable law;

24. To place an employee on administrative leave with or without pay at any time and at the sole discretion of the appointing authority;

25. To establish employee performance standards, including, but not limited to, quality and quantity standards, and to require compliance therewith and to take all necessary actions to carry out its mission in emergencies;

26. To exercise complete control and discretion over its organization and the technology of performing its work; and

27. To establish reasonable work and safety rules and regulations in order to maintain the efficiency of City services.

Section I.7 Peaceful Performance of City Services

It is mutually understood and agreed that any employee's participation in a strike or concerted work stoppage terminates the employment relationship, unless an authorized management official specifically waives such termination in writing.

A. It is further understood and agreed that none of the parties hereto will participate in or encourage, assist, or condone any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, illegal picketing, or any other illegal form of interference with or limitation of the peaceful performance of City services.

B. In the event that there occurs any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, illegal picketing or any other illegal form of interference with or limitation of the peaceful performance of City services, the City, in addition to any other lawful remedies or disciplinary actions, may by action of the City Manager, upon twenty-four (24) hours-notice, prohibit the use of bulletin boards, prohibit the use of City facilities, and prohibit access to former work or duty stations.

C. The protection of the public health, safety, and welfare demands that neither the employee organization, nor any person acting in concert with them, will cause, sanction, or take part in any strike, walk-out, sit-down, slow-down, stoppage of work, illegal picketing, retarding of work, abnormal absenteeism, withholding of services, or any other illegal interference with the normal work routine. The provisions of this article shall apply for the same term as this Agreement, or during any renewal or extension thereof. Violation of any provision of this MOU by either party shall be cause to terminate this Agreement, in addition to whatever other remedies may be available under the law or in equity.

D. The City agrees that there shall be no general lock-out of bargaining unit members during the term of this Agreement, or during any renewal or extension thereof. Both parties agree to exercise good faith in complying with all the terms and conditions of this MOU.

Section I.8 Validity of Memorandum of Understanding

If any provision of this MOU is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this MOU, but the remainder hereof shall remain in full force and effect. The parties hereto shall immediately commence to, in good faith, negotiate for the purpose of replacing any such invalid or illegal provision.

Should any change be made in any Federal or State law, or in any rules and regulations implementing such legislation, or in any City Charter provision which would be applicable and contrary to any provision herein contained, then such provision of this MOU shall be automatically terminated, but the remainder of this MOU shall remain in full force and effect. Such legislation and/or rules and regulations shall supersede this MOU, and applicable clauses shall be substituted for those ruled invalid or illegal. The parties hereto shall immediately commence negotiations to replace any such invalid or illegal provision.

Section I.9 Captions for Convenience

The captions herein are for convenience only and are not a part of the MOU and do not in any way limit, define, or amplify the terms and provisions hereof.

Section I.10 Non-Discrimination/Harassment and Equal Employment

The Union and the City agree to adhere to the workplace policies set forth in the City's Administrative Policies and Human Resources Rules & Regulations regarding anti-discrimination and anti-harassment, as well as applicable Federal and State anti-discrimination and equal employment opportunity laws.

Employees shall not be subject to intimidation, retaliation, coercion, or discrimination for exercising their legitimate rights under these policies.

Section I.11 Definitions

A. **Appointing Authority**: The City Manager or his or her designee. The appointing authority may delegate all duties, responsibilities, powers, and authority granted him or her by this Agreement, the City's Human Resources Rules & Regulations, and the administrative instructions, policies, regulations, procedures, or orders promulgated pursuant to the City's Human Resources Rules & Regulations.

B. **Business Day**: The City's regular hours of operation are Monday through Thursday, 7:30 am – 6:00 pm.

Public Works Maintenance Division's regular hours of operation are Monday through Friday, with three different schedules. 1) Monday through Thursday, 6:00 am – 4:30 pm, 2) Tuesday through Friday, 6:00 am – 4:30 pm, and 3) Monday through Thursday, 6:30 am – 5:00 pm.

C. **City**: The City of Palmdale.

D. **Compensatory Time**: Compensatory Time Off (CTO) from work in lieu of monetary payment for overtime work.

E. **Day**: Calendar day unless otherwise specified.

F. **Disciplinary Action**: The dismissal, involuntary demotion, reduction in pay, or disciplinary suspension of a full-time employee for violation of this MOU, or any of the City's rules, administrative policies, regulations, or procedures.

G. **Employee**: A member of the City of Palmdale Public Works Maintenance Division Supervisory and Confidential bargaining unit.

H. **Exempt Employees**: Employees who are not entitled to overtime compensation as provided by federal law and these rules.

I. **Full-Time Employee**: An employee (as defined above) who has successfully completed the probationary period established for the position, who is employed for an indefinite period of time, and who is regularly scheduled to work at least thirty-two (32) hours each workweek.

J. **Furlough**: The week between Christmas and New Year's Day is an unpaid furlough, with the exception of Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day, which are paid City holidays. Employees may use their accrued leave (except sick time) in lieu of going without pay during the furlough.

K. **Grievance**: A charge filed by an employee that a provision of this MOU has been violated.

L. **Hours Worked**: Hours during which an employee is performing his or her job duties as directed by the City.

M. **Immediate Family**: The employee's spouse/registered domestic partner and the parent (biological, foster, or adoptive parents), parents-in-law, stepparent, legal guardians, or individuals who stood in loco parentis to the employee, child (biological, adopted, foster children, stepchildren, legal wards or children of a domestic partner), grandparent, grandchild, sibling, or a designated person in accordance with applicable law.

N. **Nonexempt Employees**: Employees who are entitled to receive overtime compensation as provided by federal law and these rules.

O. **Overtime Work**: Assigned and authorized work performed by a nonexempt employee in excess of forty (40) hours worked in the workweek.

P. **Probationary Employee**: All full-time and promotional appointments shall be tentative and subject to a probationary period of one (1) year. The appointing authority may not extend the probationary period. During the probationary period, an employee's employment may be rejected at any time by the appointing authority

without cause or notice and without the right of appeal. An employee must pass probation before applying for another City position, promotion, or requesting a transfer.

Q. **Rules, Policies, and Departmental Procedures**: The Administrative Policies, Human Resources Rules & Regulations, Salary & Benefits Policy, and Departmental Procedures of the City of Palmdale.

R. **Termination of Employment**: The cessation of an employee's employment with the City as a result of a layoff, resignation, dismissal, rejection during probation, or other reason.

S. **Union**: California Teamsters Local 986

T. **Workday**: The scheduled number of hours an employee is required to work per day.

U. **Workweek**: The seven-day period designated for the purpose of calculating overtime for non-exempt employees begins at 12:00 am on Monday and ends at 11:59 pm on Sunday.

Section I.12 Payments at Separation

When employees covered herein leave the service of the City, they shall be paid for all accrued vacation, administrative leave, compensatory time, and floating holiday time. No claim shall be made against the City for the use or payoff of unused sick leave, nor shall the effective date of termination be extended for any reason or purpose. Accrued paid leave shall be paid according to the City's Pay Schedule based on the employee's separation date.

Section 1.13 Layoff

For each class of positions, employees will be laid off in the following order: temporary, probationary, part-time, and full-time. Temporary and part-time employees will be laid off in accordance with the service's needs, as determined by the appointing authority.

In cases where there are two or more employees in the classification from which the layoff is to be made, the employee with the least amount of seniority will be laid off first. For purposes of order of layoff, "seniority" is defined as continuous total time employed by the City in the employee's current position. Service shall be deemed continuous if not broken by an absence exceeding one year. In the event that an employee's total time employed in their current position is less than their total time employed by the City, the Human Resources Director, in collaboration with departmental leadership, shall determine the layoff order based on past performance as determined in their sole discretion.

ARTICLE II: COMPENSATION

Section II.1 Wages

Subject to the limitations and conditions set forth in this section, wages will be as follows:

Effective the first day of the first full pay period following July 1, 2026, employees will receive a four percent (4%) cost-of-living increase (COLA).

Effective the first day of the first full pay period following July 1, 2027, employees will receive a three percent (3%) cost-of-living increase (COLA).

Effective the first day of the first full pay period following July 1, 2028, employees will receive a three percent (3%) cost-of-living increase (COLA).

Effective the first day of the first full pay period following July 1, 2029, employees will receive a three percent (3%) cost-of-living increase (COLA).

Effective the first day of the first full pay period following July 1, 2030, employees will receive a three percent (3%) cost-of-living increase (COLA).

All COLAs provided in this section are contingent on annual sales and property tax revenues not dropping more than five percent (5%) in a fiscal year compared to the prior fiscal year. If annual sales and property tax revenue decrease by 5% but less than 10% from one fiscal year to the next fiscal year, the City retains the right to downward adjust the COLA by one-half (0.5%) of a percentage point. If annual sales and property tax revenue decrease by 10% or more from one fiscal year to the next fiscal year, the City retains the right to downward adjust the COLA by one (1) percentage point. If the City voluntarily reduces sales and property tax revenues, this will not impact our agreement. Upon request, the City shall provide the union with budgetary data reflecting the decrease in fiscal-year sales and property tax revenues compared to the prior fiscal year.

Teamsters Local 986 agrees to this COLA reduction as long as the general employees and other bargaining units as a whole do not receive a higher annual wage or COLA increase in a year in which there is a downward adjustment.

Section II.2 Nonexempt Employees

A. Overtime

A full-time nonexempt employee's normal work week shall be forty (40) hours. The schedule of work shall be established and may be modified by the appointing authority. A nonexempt employee may be required to perform service in excess of 40 hours in a workweek. A non-exempt employee will not work overtime without supervisorial approval.

Whenever a nonexempt employee works in excess of forty (40) hours in a workweek, the employee will be compensated for such overtime work at the rate of one and one-half (1 1/2) times the hours worked. With the exception of holidays, overtime compensation shall

be based on hours worked, not hours paid. If accrued banked time is used during the workweek, overtime compensation will be calculated at the straight-time rate. Holidays will be included in the calculation of "hours worked" for overtime purposes. For purposes of including holidays, the day the City observes the holiday will be considered, and not the date of the actual holiday.

B. Compensatory Time Off (CTO)

Compensation for overtime hours may be granted in either compensatory time off (CTO) or overtime pay, at the employee's option. Compensatory time shall accrue at the rate it was earned (time and a half or straight time), to a maximum amount of 120 hours.

Once an employee has accumulated 120 hours of compensatory time, the employee shall be paid cash for all additional overtime worked until the compensatory time accumulated falls below 120 hours.

An employee may use CTO with the prior approval of the employee's department head, or the department head's designee, with due regard to the employee's wishes and the needs of the department. The City may deny a CTO request or postpone an employee's CTO, depending on the City's needs. The CTO request will not be unreasonably denied.

Terminated employees shall be paid accrued compensatory time. Compensatory time may be used before the effective date of a layoff, retirement, resignation, or termination. If an employee's sick leave has been depleted, accumulated compensatory time may be used for sick leave purposes at the discretion of the appointing authority.

Employees are not required to exhaust CTO before using other paid leaves of absence.

Section II.3 Working Out of Classification

With the approval of the Director of Human Resources, the Departmental Director may assign regular employees to a higher-level classification in the case of unusual extended leaves and/or vacancies of 15 consecutive calendar days or more as a professional growth and development opportunity. The employee must meet the minimum qualifications for the higher position to qualify for an out-of-class assignment. The assignment may last for a maximum of six consecutive months. The Human Resources Director may approve extending the length of an Out-of-Class assignment. The Departmental Director must present requests for an Out-of-Class assignment to the Human Resources Director in advance and receive the Human Resources Director's approval before the employee is appointed to a higher-level classification.

Employees appointed to an Out-of-Class assignment will be compensated with either a 5% increase or at Step A of the assigned classification, whichever is greater. Benefit levels will remain unchanged for the duration of the Out-of-Class assignment. Compensation changes will be effective on the first day of the third week of the Out-of-Class assignment and continue through the end of the assignment.

Section II.4 Certification and License Stipend

A. **Eligibility**: Upon the completion of the probationary period, an employee will be eligible to receive a stipend under this section if the following requirements are met:

1. The employee is in a full-time position represented by the Union.

2. The employee holds one or more of the approved licenses/certifications that are specific to the employee's section (Streets, Parks, Fleet, etc.) in **Exhibit B**.

3. The above license/certification is not a minimum qualification or requirement of the employee's position. A license/certification that is only "preferred" for the employee's position meets the eligibility requirements of this section.

4. A license/certification that has a license/certification that has levels (e.g., Collection System Maintenance Grades 1 – 4), only the highest level of license/certification would meet the eligibility requirement of this section.

5. The City benefits from the employee holding the license/certification, as determined by the Manager, approved by the Public Works Director, and acknowledged by the Human Resources Director. Employees are not automatically eligible for the stipend by possessing a license or certification listed in Exhibit B.

6. The employee's eligibility for a stipend under this section is determined based on the employee's current position. If the employee begins a new position, his/her eligibility for a stipend will be reevaluated based on the minimum qualifications for the new position.

7. The City will not commit to fund all costs associated with obtaining and renewing certifications. Funding would be dependent on budget availability and the Director's or designee's approval.

8. Employer-sponsored licenses or certifications will be evaluated annually as part of the employee's performance evaluation. This review is intended to support ongoing collaboration and ensure that licenses, certifications, and related stipends continue to align with employee performance, operational needs, available funding, and other organizational priorities. As part of this process, adjustments may be considered when appropriate.

9. Additional certifications that benefit the City may be added to this section with the approval of the Director of Public Works, Maintenance Services Manager, and acknowledged by the Human Resources Director.

B. **Stipend**: If the employee meets all of the above requirements, he/she may receive the following stipends, which will be reported to CalPERS according to required guidelines:

1. $50/month if an employee holds one of the above-listed licenses/ certifications

2. $75/month if an employee holds two of the above-listed licenses/ certifications

3. $100/month if an employee holds three of the above-listed licenses/ certifications, subject to approval by the Department Director.

4. $125/month if an employee holds four or more of the above-listed licenses/ certifications, subject to approval by the Department Director.

Eligibility for a stipend under this section shall not be affected by participation in the tuition reimbursement policy set forth in the Administrative Policy: Tuition Assistance Program.

Section II.5 Bilingual Pay

The City and Union have agreed that special compensation shall be given to certain employees with specific bilingual skills. Upon completion of the probationary period, all full-time employees are eligible for bilingual pay in accordance with this section.

An employee certified by the City as bilingual in an approved non-English language and who provides bilingual service as needed in the performance of work may receive bilingual pay per the Bilingual Assessment and Pay Program (HR-8) policy. To be certified as bilingual, an employee must pass a proficiency test in that language as determined by the City. The Human Resources Department will schedule a proficiency test within six (6) months following receipt of a written request by an eligible employee. Bilingual pay will be paid out in the first complete pay period following certification by the City. The City may establish an evaluation process for certifying bilingual pay and may require that employees recertify for bilingual pay every five (5) years.

ARTICLE III:SUPPLEMENTAL BENEFITS

Section III.1 Health Insurance Programs

Health care is provided to full-time employees, including probationary employees. Employee coverage is effective on the first of the month following 30 days of active employment.

A. **Medical Insurance**

Below are the monthly rates for 2026:

Anthem

HRA Plan	Monthly	City Paid	Employee Paid	HRA	Wellness Credit
EE Only	$577.67	$554.73	$22.94	$1,000 Annually	$1,200 Annually
EE +1	$1,355.38	$1,301.54	$53.84	$2,000 Annually	$1,500 Annually
Family	$1,676.83	$1,610.23	$66.60	$2,000 Annually	N/A

PPO Plan	Monthly Total	City Paid	Employee Paid
EE Only	$785.06	$703.88	$81.18
EE +1	$1,728.66	$1,560.00	$168.66
Family	$2,091.57	$1,758.50	$333.07

Kaiser

Kaiser HMO	Monthly Total	City Paid	Employee Paid
EE Only	$902.76	$623.94	$278.82
EE +1	$1,805.52	$1,247.88	$557.64
Family	$2,347.18	$1,522.24	$824.94

Kaiser HRA	Premium	City Paid	Employee Paid	HRA
EE Only	$632.19	$505.83	$126.36	$1,000 annually
EE +1	$1,264.38	$1,061.66	$202.72	$2,000 annually
Family	$1,643.69	$1,275.16	$368.53	$2,000 annually

The employee contribution to health care premiums will be deducted from the employee's paycheck bi-monthly (50% on the first paycheck of the month, the remaining 50% on the second paycheck).

B. Opt-Out Benefit

Employees who waive health coverage and provide proof of coverage receive $50 monthly. Employees who opt out of health coverage must provide proof of coverage during each open enrollment period.

C. Dental and Vision Insurance

The City will provide dental and vision insurance at no cost to the employee. The employee will be required to contribute $26 per month toward the cost of dependent(s) through a payroll deduction.

D. HRA Plans

Employees enrolled in the City HRA plan or the Kaiser HRA plan receive the following City-paid contributions:

- employee only: $1,000 annually in the HRA account
- employee + 1: $2,000 annually in the HRA account
- family: $2,000 annually in the HRA account

The funds in the HRA account roll over each year with the following maximum limits:

- employee only: $4,000
- employee + 1: $8,000
- family: $12,000

If an employee opts out of the HRA plan during open enrollment or for any other reason, their HRA account balance is forfeited and does not roll over for future use.

E. City HRA Wellness Credit Plan

Depending on the unit members' enrollment status, eligible employees enrolled in the City HRA Wellness plan also receive the following City-paid contributions:

- employee only: $100 monthly
- employee + 1: $125 monthly

The Wellness Credit is a "use it or lose it" plan, and the money must be used within the calendar year; otherwise, it reverts to the City.

Funds in the unit member's HRA Account and/or Wellness Credit account may be used for any eligible expenses.

F. Future Discussion of Cost Containment

On or after June 1st of each year, upon giving thirty (30) days' notice, either party may request discussions to review premium rates and options for cost containment.

The City and the Union agree to work jointly to identify and recommend potential cost-saving measures to reduce future premium increases. It is understood that the City has sole authority to determine the benefits to be provided.

Members will be charged the same future increases or decreases in health insurance costs as the general employees.

G. Wellness Incentive Reimbursement

The City will reimburse eligible full-time employees for actual costs incurred towards any of the following wellness expenses, up to a total combined maximum of five hundred dollars ($500) per fiscal year:

- Fees for gym membership, sports registration, and physical fitness classes;
- Exercise tools and equipment (e.g., weights, treadmill);
- Fees towards mental health courses and workshops (e.g., meditation, stress management);
- Other physical health or mental wellness activities or products which may be reasonably approved by the City's Human Resources Department in its sole discretion.

Requests for reimbursements, along with supporting receipts and documentation, must be submitted by the employee to the Human Resources Department within sixty (60) days of incurring the expense. Requests that are submitted late or with insufficient documentation may be denied.

Section III.2 Retirement

A. Summary of Benefits and Employee Contribution

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System (CalPERS). An employee may be eligible for one of three benefit tiers pursuant to the City's contract with CalPERS. Information provided here is a summary of the benefits that are fully set forth in the City's contract with CalPERS, and in the case of a conflict, the contract with CalPERS will control.

	Tier 1 Hired on or before 4/10/11	**Tier 2 Hired between 4/11/11 and 12/31/12**	**Tier 3 Hired on or after 1/1/13**
Formula	2.7% @ age 55	2% @ age 60	2% @ age 62
Current Employee Contribution	8%	7%	7.75%

Note: All full-time employees are enrolled in either a New or a Classic member plan, as determined by CalPERS. Percentages are subject to change as determined by CalPERS.
Employee Retirement Contribution:

Employees hired on or before April 10, 2011

The total Employee Contribution is currently 8% and is paid entirely by the employee. The employee does not receive any Employer-Paid Member Contribution (EPMC).

Employees hired between April 11, 2011, and December 31, 2012

The total Employee Contribution is currently 7% and is paid entirely by the employee. The employee does not receive any EPMC.

Employees hired on or after January 1, 2013

The total Employee Contribution is currently 7.75% and is paid entirely by the employee. The employee does not receive any EPMC.

The percentage contributions are subject to possible increases or decreases in the pension employee contribution rates based on the results of CalPERS' annual actuarial valuations.

B. **Optional Benefits**

The City agrees to continue providing the additional optional benefits through CalPERS:

	Tier 1 Hired on or before 4/10/11	**Tier 2 Hired between 4/11/11 and 12/31/12**	**Tier 3 Hired on or after 1/1/13**
Credit For Unused Sick Leave	Yes	Yes	Yes
Final Compensation	12 months	12 months	36 months
Military Service	Yes	Yes	Yes
2 Years Additional Service Credit	Yes	Yes	Yes
3rd Level 1959 Survivors Benefits	Yes	Yes	Yes

Section III.3 Deferred Compensation

Employees may participate in the City's deferred compensation plan. Participation is voluntary and subject to the plan's rules.

Effective July 1, 2026, the City will match employee contributions up to a maximum City contribution of two hundred dollars ($200) per month.

Section III.4 Boot/Pant Allowance (Superintendent Only)

Superintendents are required to wear safety work boots while in the field. The City will provide an annual allowance of $300 for work boots and $200 for pants.

The City is a member of the California Employees' Retirement System (CalPERS). All full-time employees are enrolled in either a New Member or a Classic plan as determined

by CalPERS. As with all stipends or additional compensation, boot/pant allowances may be reportable to CalPERS in accordance with the required guidelines (e.g., as special compensation for CalPERS Classic Members; per Section 2 CCR 571). Boot/Pant allowance payments shall be made through payroll and disbursed evenly per pay period.

The City will adjust the costs reported to CalPERS if there are any changes during the course of this agreement, subject to the meet and confer process.

Section III.5 Training and Development

Attendance at professional meetings, seminars, and conferences concerned with the promotion of municipal interest and the advancement of professional capabilities will be paid by the City when:

- The employee has successfully completed probation.
- The appropriate authority has granted specific approval.
- Adequate funds are available in the current year's operating budget.
- Receipts are provided as specified within the Travel and Meeting Expense Policy (Administrative Instruction 79).

Section III.6 Long-Term Disability Insurance

The City agrees to maintain a long-term disability insurance plan for full-time employees at no cost to the employee. The maximum monthly benefit is 60% of salary up to $6,000 per month. The City reserves its right to determine the provider of long-term disability insurance.

Section III.7 Short-Term Disability Insurance

The City agrees to maintain a short-term disability insurance plan for full-time employees at no cost to the employee. The City reserves its right to determine the provider of the short-term disability insurance and the benefits provided by the insurance, provided there is no cost to the employee.

Section III.8 Term Life Insurance

The City shall provide and pay the full monthly premium for a term life insurance plan for full-time employees covered herein in an amount equal to $50,000. Employees may purchase additional insurance at their own cost, provided the carrier permits it. The City reserves the right to determine the provider of life insurance coverage.

Section III.9 Auto Allowance (Superintendent Only)

Superintendents shall receive an auto allowance of $150 per month. Superintendents are expected to report directly to designated urgent work locations when called in for after-hours events, inclement weather events, or emergency response activities, when appropriate and when doing so does not present a safety concern.

The City is a member of the California Employees' Retirement System (CalPERS). All full-time employees are enrolled in either a New Member or a Classic plan as determined by CalPERS. As with all stipends or additional compensation, allowances may be reportable to CalPERS in accordance with the required guidelines (e.g., as special compensation for CalPERS Classic Members; per Section 2 CCR 571). Auto allowance payments shall be made through payroll and disbursed evenly per pay period.

The City will adjust the costs reported to CalPERS if there are any changes during the course of this agreement, subject to the meet and confer process.

ARTICLE IV:PAID TIME OFF

Section IV.1 Holidays

Pursuant to Section 4-1 of the Salary and Benefits Policy, the following holidays shall be observed by the City with respect to all employees of the City:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Presidents' Day
4. Farmworkers Day (floating holiday)
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day (floating holiday)
10. Veterans Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Eve
14. Christmas Day
15. New Year's Eve

The dates on which each of the foregoing holidays is observed shall be determined by the City.

If any of the foregoing holidays fall on a Saturday or Sunday, the preceding Friday or the following Monday shall be observed as a holiday.

All holidays will be paid in accordance with employees' regular work schedules. An employee on unpaid leave is not eligible for holiday pay.

An employee must work their regularly scheduled shift immediately before and immediately after that holiday or be on a pre-approved absence in order to receive holiday pay. Emergencies will be treated on a case-by-case basis and approved by Human Resources for consistency. A new employee whose first working day is the day after a

holiday shall not receive holiday pay. An employee who is separating from employment and whose last day is an observed holiday shall not receive holiday pay.

An employee eligible for floating holidays may use accumulated floating holidays at any time during employment upon department head approval. The City will keep a record of floating holiday use, accrual, and accumulation. If an employee terminates his or her employment with the City and has accumulated floating holidays, he or she shall be paid for the accumulated floating holidays. For eligible employees, a floating holiday shall be equivalent to the number of hours an employee is regularly scheduled to work during a workday.

All full-time employees hired on or before June 30, 2026, shall have a 680-hour cap on floating holiday accruals.

Individuals who become full-time employees on or after July 1, 2026, shall have a 340-hour cap on floating holiday accruals.

In addition to receiving their base rate of pay, an employee who is scheduled to work on a City holiday (other than floating holidays) shall receive 1.5 hours of holiday pay for every hour worked on a City observed holiday, in accordance with Section 2.B Compensatory Time Off (CTO).

Effective July 1, 2026, an additional day off may be used during the month of the employee's birth. This is a use-it-or-lose-it benefit and cannot be accrued/banked.

Section IV.2 Annual Vacation Leave Accrual

All full-time employees hired on or before August 1, 2012, shall be entitled to paid vacation leave as follows:

	Accrual Rate
at beginning of benefited status	80 hours per year earned at a rate of 3.07 hours per pay period
at beginning of 5th year of employment	120 hours per year earned at a rate of 4.61 hours per pay period
at beginning of 10th year of employment	160 hours per year earned at a rate of 6.15 hours per pay period

Individuals who become full-time employees after August 1, 2012 shall be entitled to paid vacation leave as follows:

	Accrual Rate
at beginning of benefited status	80 hours per year earned at a rate of 3.07 hours per pay period
at beginning of 5th year of employment	100 hours per year earned at a rate of 3.84 hours per pay period
at beginning of 10th year of employment	120 hours per year earned at a rate of 4.61 hours per pay period

Vacation leave will accrue on a pay period basis based on hours worked or when an employee is in paid status. Regardless of an employee's hire date, the accrual will begin on the date the employee becomes full-time. Employees are not eligible to use vacation leave until it has been accrued. Vacation leave may be accumulated up to a maximum of 240 hours.

Once this maximum amount is accumulated, the employee will cease accruing any additional paid vacation. An employee resumes accruing vacation after taking a vacation and thereby reducing the amount accumulated below the maximum.

An employee may take vacation leave with the prior approval of the employee's department director or the department director's designee, provided due regard is given to the employee's wishes and the department's needs. The City may deny or postpone an employee's vacation request based on the City's business needs. The vacation requests will not be unreasonably denied.

If an employee has accrued vacation leave in their bank, it must be used. Employees cannot voluntarily go into an unpaid status.

Terminated employees shall be paid all accrued vacation leave.

If there is a holiday during vacation or other time off with pay, an employee will receive holiday pay, and such time will not be charged to the employee's vacation or other paid time off.

Vacation benefits are not earned during the unpaid portion of a leave of absence, except as otherwise required by state or federal law.

Section IV.3 Accrued Leave Buy Back

Four times each fiscal year, as of the first pay period in March, May, September, and November, an exempt employee who has a combined total of at least 520 hours in their vacation, administrative leave, and floating holiday accrued banks may convert 40 or more hours of this time to cash. In no event can an exempt employee reduce his or her combined accrued leave balance (excluding sick leave) below 480 hours.

Four times each fiscal year, as of the first pay period in March, May, September, and November, a full-time employee who has a combined total of at least 280 hours in their vacation, compensatory time, and floating holiday accrued banks may convert 40 or more hours of accrued leave (excluding sick leave) to cash. In no event can an employee use

this conversion to reduce his or her combined accrued leave balance (excluding sick leave) below 240 hours.

In addition to four times each fiscal year, a full-time employee may also request to convert accrued leave in the event of a personal or family medical emergency, or a new home purchase. An employee must provide sufficient documentation verifying such a need.

Section IV.4 Sick Leave

Sick leave shall be used by an employee who is incapacitated by illness, injury, or public health requirements. Sick leave shall be used when an employee takes time off from work for a doctor's appointment. In addition, an employee may use sick leave for the following reasons:

1. Diagnosis, care, or treatment of an existing health condition of the employee or his or her family member. For the purposes of paid sick leave, family member includes the unit member's spouse/registered domestic partner and the parent, stepparent, child, grandparent, grandchild, sibling, or guardian of the employee, or of the employee's spouse/registered domestic partner. It also includes any other relative residing with the employee;

2. Preventative care for the employee or the employee's family member;

3. Other purposes authorized by Labor Code Section 246.5 (leave for victims of domestic violence, sexual assault, or stalking).

When the need for sick leave is foreseeable, an employee must personally give their supervisor as much advance notice as possible. When the need for sick leave is not foreseeable, and except as otherwise required by law, an employee must personally give their supervisor notice of the need to take sick leave immediately, and unless impossible, such notice shall be given before the start of the employee's scheduled workday and prior to the start of each additional workday thereafter that the employee is absent. If the employee is unable to notify his or her supervisor, the employee must notify his or her department head. In addition, all absences shall be reported in accordance with departmental rules.

If an employee is absent for four (4) or more days (40 hours) due to illness, injury, or public health requirement, a doctor's release certifying the employee's ability to return to work is required. For absences of less than 4 days in those circumstances where excessive use of sick leave is taking place, the City reserves the right to request verification for any absence due to illness or disability from a licensed health care provider. Failure to furnish a health care provider's verification when requested or required to do so may result in discipline, up to and including termination.

Sick leave shall be used to care for immediate family members and others as required by law when members of the employee's immediate family are sick and require the immediate attention of the employee including taking them to doctor appointments, jury duty or to appear in court to comply with a subpoena or court order as a witness in a

judicial proceeding and if the employee or a family member is a victim of a qualifying act of violence.

Full-Time employees earn paid sick leave based on hours worked or hours paid (e.g., when an employee is on paid leave). Employees earn sick leave at the rate of eight (8) hours per month. Paid sick leave is not earned (i.e., does not accrue) during unpaid leaves of absence, except as otherwise required by state or federal law. Employees hired on or before August 1, 2012, may accumulate sick leave without a limit. Individuals who become full-time employees on or after August 2, 2012, may accumulate a maximum of 800 hours of sick leave.

Employees are not eligible to use sick leave until it has been accrued. Sick leave may be used in increments of fifteen minutes only unless smaller increments are permitted by law. Sick leave must be reported on the appropriate forms or reporting program used by the City.

If an employee has accrued sick leave in their bank, it must be used. Employees cannot voluntarily go into an unpaid status.

An employee who returns to work for the City within one year of separation of service will be credited with up to 24 hours of sick leave. If the employee separated with less than 24 hours of accrued sick leave, he/she will be credited with the hours he/she had accrued at the time of separation.

Section IV.5 Sick Leave Buy Back

Accumulated sick leave is not paid to employees upon termination of employment.

An employee who has not used more than forty (40) hours of sick leave during the twelve months immediately preceding the last day of the last pay period in September of each year may be entitled to convert a portion of accumulated sick leave to an equal amount of vacation time or pay, based on the following formulas:

SICK LEAVE HOURS USED	MAXIMUM CONVERTIBLE HOURS
24 or less	32
More than 24, but not more than 40	24

In order to be entitled to convert sick leave to vacation time or pay, an employee must have accumulated more than 192 hours of sick leave (more than 2 years' accrual) before the conversion, and the employee's sick leave accumulation must be at least 192 hours after the conversion.

An employee whose employment with the City terminates or is terminated before the last day of the last pay period in September is not eligible to convert sick leave, including on a prorated basis.

Section IV.6 Exempt Employees

A. Work Hours

Work hours for exempt employees, such as directors and exempt employees, are such as are necessary for completing their duties in a timely and efficient manner including, but not limited to, attendance at all meetings as directed by the City Manager, supervision of employees, coordination of office and City activities, consultation with the City Manager and/or other employees, and providing service to the public.

Generally speaking, exempt employees should expect to be at work for all hours that their respective offices or work sites are open.

The City recognizes the need and benefit of fostering and maintaining a strong, professional administrative team. The appointing authority has the discretion to designate exempt employees in accordance with applicable state and federal law. Exempt employees are compensated for the successful performance and completion of goals and objectives to meet community needs, regardless of the length of the workday or workweek, and are exempt from the overtime pay requirements of applicable law. The terms of this section and the exempt salary and leave plan shall apply to only those exempt employees specifically designated by the appointing authority.

B. Compensation

The appointing authority shall have the sole discretion to determine the level of compensation paid to exempt employees. The placement, advancement, or reduction of an individual within the salary range or salary level shall be determined only after a review by the appointing authority to determine the extent to which the exempt employee has met the expectations and objectives of his or her respective job. The appointing authority also shall consider the degree to which an exempt employee has been of positive value to the effectiveness of the City's administrative team. An exempt employee’s current salary or a salary advancement shall be neither automatic nor a matter of right, but based solely upon merit and performance.

C. Administrative Leave

Except as to Superintendents, employees classified as exempt accrue administrative leave bi-weekly at the rate of 80 hours each fiscal year. All Superintendent employees accrue administrative leave at the rate of 96 hours each fiscal year.

Administrative leave accrual is based on hours worked or hours paid (e.g., when an employee is on paid leave).

An employee who the City classified as exempt on or before August 1, 2012, accumulates administrative leave without limit. An employee who the City classified as exempt after August 1, 2012, may accumulate up to 240 hours of administrative leave. Once this maximum amount is reached, the employee ceases to accrue additional administrative leave.

An employee resumes accruing administrative leave after using administrative leave and thereby reducing the amount accumulated below the maximum. Administrative leave may be used at any time during the year with the approval of the appointing authority. Exempt employees will be paid for unused administrative leave upon termination.

If a nonexempt employee becomes exempt and begins to accrue administrative leave, the employee's accrued compensatory time (comp time) shall be paid out at this time.

Section IV.7 Jury Duty

Full-Time employees who have received a summons for jury duty during their normal working hours shall be deemed on duty and shall receive their regular pay for up to a maximum of ten (10) calendar days of jury service. An employee who volunteers for jury duty or serves on a grand jury will not be paid by the City for that time.

If an employee is required to serve on jury duty, the employee must notify his or her supervisor of the need for time off as soon as the court notice or summons is received. An employee must present a verification from the court clerk stating that they served on jury duty to qualify for pay. Employees will be expected to report or return to work for the remainder of their work schedule on any day they are dismissed from jury duty. Employees scheduled to work a night shift are not required to report or return to work on a day they report for jury duty. Employees working the night shift should contact Human Resources for specific assistance in coordinating jury duty with their schedule.

Because the furlough is not part of the normal working hours, employees are not paid for jury duty during the furlough.

Section IV.8 Bereavement Leave

Bereavement leave may be granted when the employee's absence from work is necessitated by the death of a member of the employee's Immediate Family.

Employees are eligible for up to five (5) days of unpaid bereavement leave. The City shall provide eligible Full-Time employees up to three (3) days of regular pay for bereavement. An employee may request additional time off, which will then come from the employee's accumulated leave bank.

ARTICLE V: EMPLOYER/EMPLOYEE RELATIONS

Section V.1 Dues Deductions

A. **Union Dues Collection**

Effective July 1, 2026, the Finance Division shall deduct Union Dues from all employees to the extent permitted by law.

The Union will maintain records of employee authorizations for dues deductions. The Union will provide the City with information regarding the amount of dues deductions

and the list of Union employees who have affirmatively consented to or authorized dues deductions. The City shall not request the Union to provide a copy of any member employee's authorization unless a dispute arises about the existence or terms of the authorization. To the extent required by the Government Code, or otherwise required by law, the City will rely on the information provided by the Union in processing dues deductions for Union employees. The Union is responsible for providing the City with timely information regarding changes to member employees' dues deductions.

No deduction of dues shall be made during any pay period in which an employee's earnings, after all other deductions are made, are insufficient to cover the full amount of the dues or service fee. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during less than an entire pay period and whose earnings, after all other deductions are made, are insufficient to cover the full amount of the dues or service fee, no deduction shall be made from future earnings to cover the pay period.

B. **New Hire Notification**

All newly hired employees in classifications represented by the Union shall be informed by Human Resources, at the time of hire, that their classification is represented by the Teamsters. The employee shall be provided a copy of the Memorandum of Understanding.

Within seven business days of each new hire of an employee in a classification represented by the Union, the City shall notify the Union, providing the Union with the employee's name, classification, wage rate, and date of hire. As set forth in Section 5.06 of this Agreement, the Union may request a meeting with new hires at a time and place mutually agreed upon by the Department Director and the Union.

C. **Indemnification**

The Union shall indemnify, defend, and hold the City harmless from any liability arising in any forum, whether judicial, administrative, or otherwise, from any claims, demands, or other action relating to the City's compliance with any obligations imposed under this Agreement, including, but not limited to, deduction of membership dues and the Union's use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge in any forum relating to the City's compliance with this Agreement, and the Union agrees to pay any attorney, arbitrator, or court fees related thereto, as well as the reasonable costs of preparation time by City management.

D. **Reasonable Notice**

Reasonable written notice, as defined in Section 3504.5, California Government Code, shall be given on all matters requiring such notice under said section. The Union agrees to notify the City in writing of all individuals authorized to receive notice on behalf of the Union and to update the City immediately upon any change.

Section V.2 Bargaining Unit Lists

Once a year, on request from the Union, the City shall give to the Union one (1) copy of the list of employees in the bargaining unit together with their most current addresses as they appear on the records of the City. The Union shall retain such information in a confidential manner, and only the business representative will receive the information, and disclose it only to those officials of the Union whose duties require them to have access to such information.

Section V.3 Union Business

The Union shall have an aggregate total of 120 hours of leave with pay per fiscal year available to its stewards for attending seminars or conferences relevant to employee-employer relations, grievance representation, and other Union business.

Hours not used at the end of any fiscal year may not be used in the next fiscal year and are lost to the Union.

The Union shall provide reasonable advanced written notice to the Maintenance Deputy Director, or designee, specifying the dates and hours of leave requested and the personnel involved. Such leave shall not be unreasonably denied. The leave described in this section does not include the time granted to Union representatives to meet and confer with City representatives on matters related to wages, hours, and other terms and conditions of employment. Meet and confer time shall be compensated on a straight-time basis. Meetings outside of regular scheduled working hours shall not be compensated.

Section V.4 Grievance Procedure

A grievance shall be defined as a controversy, as defined herein, between the City and the Union or an employee or employees covered by this MOU and/or Human Resources Rules & Regulations. Such controversy must pertain to any matter involving the interpretation or application of any provision of this MOU and/or Human Resources Rules & Regulations. This section does not apply to reviews of evaluation and matters of discipline.

There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below:

A. **Step One (Informal):**

An employee's grievance must be submitted to the first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) business days after the event giving rise to the grievance, or fifteen (15) calendar days after the date that he/she should have been reasonably expected to have had knowledge of the grievance. The supervisor or management representative will give an answer to the employee by the end of the tenth (10) calendar days following the presentation of the grievance, and the giving of such answer will terminate Step 1.

B. **Step Two:**

If the grievance is not settled at Step 1, the employee may elect to proceed to Step 2 by reducing the grievance to writing. The written grievance shall fully state the facts surrounding the grievance and detail the specific provision of this MOU and/or Human Resources Rules & Regulations alleged to have been violated, signed and dated by the employee and presented to the department head or his/her designee within ten (10) calendar days after termination of Step 1. The employee shall also present a copy of the grievance to the Human Resources Director. A meeting with the employee, shop steward, and department head or his/her designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such a meeting will take place within ten (10) calendar days from the date the grievance is received by the department head or his/her designee. The department head or his/her designee may invite other members of management, including, but not limited to, Human Resources, to attend the meeting. The department head or his/her designee will provide a written reply by the end of the fifth (5) calendar day following the meeting, and the issuance of such reply will terminate Step 2.

C. **Step Three:**

If the grievance is not settled at Step 2, the grievant may elect to proceed to Step 3 of the grievance procedure. The grievant shall have five (5) calendar days to submit a written appeal to the City Manager. If the Union and the City have mutually agreed that a grievant can waive the requirements of Step 1 and/or 2, the grievant is required to also submit all information that is required under Step 2. If the grievant has already completed Step 2 and submitted all required information, then the grievant is only required to submit the request for appeal in writing.

The grievant or his/her Union representative and the City Manager or the appropriate management representative shall, within five (5) calendar days after the appeal from Step 2, arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such a meeting will take place within ten (10) calendar days from the date the grievance is referred to Step 3. A decision shall be rendered within ten (10) calendar days from the date of such meeting. The City Manager's decision is final and binding.

The time limits for filing a written formal grievance shall be strictly construed, but may be extended by mutual agreement evidenced in writing and signed by a duly authorized representative of the City and the grieving party. Failure of the grieving party to comply with any of the time limits set forth hereunder shall constitute a waiver and bar further processing of the grievance. Failure of the City to comply with the time limits set forth in this section shall automatically move the grievance to the next level of the Grievance Procedure. The grieving party may request the assistance of a Union representative in presenting a grievance at any level of review or may represent him/herself.

Section V.5 Discipline and Disciplinary Action

A. Applicability

This section does not apply to any temporary, probationary, or part-time unbenefited employees, who are at-will employees.

B. Definition

Types of discipline include the following: suspension, involuntary demotion, reduction in pay, or dismissal. For the purposes of this section, written or verbal reprimands, counseling memos, performance improvement plans, performance evaluations, voluntary demotions, or transfers are not classified as discipline.

C. General Provisions

Employees shall only be subject to disciplinary action for legitimate reasons. Employees are expected to meet certain standards regarding their personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, commensurate with the seriousness of the offense, and shall take into consideration the employee's personnel file. Progressive discipline will be used; however, this does not preclude the City from taking disciplinary action, up to and including termination, for an incident for which there is no prior documentation, provided the disciplinary action is warranted and based on just cause.

Disciplinary actions should be documented in the employee's official personnel file.

Performance deficiencies documented in the employee's performance evaluation as "unsatisfactory" may be grounds for disciplinary action if the employee fails to correct those performance deficiencies within the time period designated by his/her supervisor. To the extent possible, performance deficiencies or other causes for discipline will be documented in the employee's personnel file.

Upon receipt of written authorization from the employee, the City will provide the Union with all written notices of discipline given to employees represented by the Union. The written notice of discipline will also inform the employee that he/she has the right to consult with the Union regarding the disciplinary action being taken.

D. Administrative Leave

The Department Director may, in consultation with the Human Resources Director, verbally or in writing, temporarily assign an employee to administrative leave with pay. In the event of a verbal notice, the Department Director, in consultation with the Human Resources Director, will confirm the action by giving the employee written notice. The employee will be advised of all restrictions to which he/she is subject during the period of administrative leave. If and when the employee returns to duty, the City will provide the employee with written notice of the date he/she should return to duty, a copy of which will be retained in the employee's permanent personnel file.

This action may be taken at any time and for such length of time as the appointing authority deems necessary or appropriate under the circumstances. The appointing authority may place an employee on administrative leave for any legitimate reason, as determined by the Department Director, in consultation with the Human Resources Director. Such reasons include, but are not limited to: (1) protecting the safety or health of an employee or of employees; (2) preventing disruption of or damage to City programs or operations; (3) investigating alleged misconduct, including alleged harassment, by an employee; (4) investigating an employee's job performance; and (5) protecting the best interests of the City. Administrative leave is not subject to appeal.

E. Disciplinary Procedures

The following procedures shall be taken prior to the dismissal, suspension, involuntary demotion, or reduction in pay of any employee for disciplinary reasons.

1. *Written Notice of Intent to Discipline ("Skelly Notice")*

When the Department Director, in consultation with the Human Resources Director, determines that an employee has committed an act or omission that justifies discipline, the Department Director or his/her designee shall provide the employee with written notice of the proposed disciplinary action. Such notice shall include:

- A statement which clearly defines the intent to take action, the proposed action to be taken, and the proposed effective beginning and ending time of the intended action.
- A statement of the specific grounds and particular facts upon which the proposed disciplinary action will be taken.
- A copy of all written materials, reports, or documents upon which the intended action is based.
- A statement that the employee will be afforded the right to respond to the Notice of Intent, either verbally, in writing, or both, within three business days upon receipt of the intended disciplinary action, to the designated Skelly Officer.

- If personally delivered, the employee's signature on the Notice of Intent will acknowledge receipt of said notice by the employee. If the employee refuses to sign, it will be noted as such on the Notice of Intent. The signature on the Notice of Intent will acknowledge that the employee received the Notice of Intent.

2. ***Employee Response/Pre-Disciplinary ("Skelly") Conference***

Within three business days after the employee has been served with the Notice of Proposed Discipline, the employee will have the right to respond, verbally or in writing, at the employee's option, to request a Skelly Hearing. If, within the three business days response period, the employee does not provide a written or verbal response, the proposed action of the City will be considered conclusive and will take effect as set forth in the Notice of Proposed Discipline. Prior to the expiration of the three business days, the response date may be adjusted by mutual agreement, but unreasonable delay will not be tolerated.

The employee has the right to have a representative of his or her own choosing at the Conference.

The employee's response will be fully considered before the City issues any final disciplinary action notice.

Should the Skelly Officer determine that the employee's response warrants further investigation, the Skelly Officer may delay the implementation or modification of the proposed disciplinary action until such time as the further investigation is completed. In the event the investigation produces facts warranting more severe disciplinary action than originally proposed, the Skelly Officer will re-implement the Written Notice of Intent to Discipline procedures above.

3. ***Written Notice of Final Disciplinary Action***

The Skelly Officer has the authority, after considering the employee's response and any additional investigation, to modify, revoke, or impose the proposed disciplinary action.

a. If the Skelly Officer decides to modify the proposed action, the Human Resources Director will notify the employee by issuing a revised Notice of Intent (for more severe disciplinary action than originally proposed) or a Notice of Imposition (for less severe disciplinary action than originally proposed). The Notice of Intent and Notice of Imposition will also include the effective date of any disciplinary action issued. The decision of the Skelly Officer is final and shall be imposed, unless the City appeals the decision to binding arbitration. Should the City initiate an appeal, the Skelly Officer's decision will be stayed, pending the final resolution of the arbitration process.

b. If the Skelly Officer decides to revoke the disciplinary action, the Human Resources Director will advise the employee in writing, and the Notice of Imposition will be discarded, and no record will be made in the employee's

personnel file. The decision of the Skelly Officer is final and shall be imposed, unless the City appeals the decision to binding arbitration. Should the City initiate an appeal, the Skelly Officer's decision will be stayed, pending the final resolution of the arbitration process.

c. If the Skelly Officer decides to implement the discipline as originally proposed in the Notice of Intent, the Human Resources Director will notify the employee in writing by providing him/her with a Notice of Imposition. The Notice of Imposition will also include the effective date of any disciplinary action issued. The decision of the Skelly Officer is final and shall be imposed.

The employee will be advised in writing of any appeal rights and/or City-initiated appeal, and the matter will be submitted to binding arbitration, if applicable.

The Notice of Imposition or other final decision of the Skelly Officer will be delivered to the affected employee personally or sent to the employee by either overnight mail and/or certified or registered mail, return receipt requested, at the employee's last known address. If personally delivered, the employee's signature on the Notice of Imposition or other final decision will acknowledge receipt of the notice. If the employee refuses to sign, it will be noted as such on the Notice of Imposition or other final decision. The signature documentation on the Notice of Imposition or other final decision will acknowledge that the employee received the Notice of Imposition or other final decision.

4. ***Appeal Procedures – Major Discipline***

There are two appeal procedures for major disciplinary appeals – one for appeals filed by the Union and one for appeals filed by the employee. Regardless of which appeal procedure is selected, the employee and/or the Union have ten (10) calendar days from receipt of the Notice of Imposition to file an appeal. The ten (10) calendar days run concurrently. An employee will be deemed to have waived his/her right to an appeal, and the imposed discipline shall be considered conclusive if the employee or the Union does not file a request for appeal within the required ten (10) calendar day period, unless good cause for the failure can be shown.

a. ***Major Discipline Appeal Procedures – Appeal Filed by Union***

Any full-time employee in the classified service shall have the right to appeal any "major discipline" in accordance with these procedures. For purposes of this section, "major discipline" includes dismissal, suspension of three (3) days or more, reduction in pay, or involuntary demotion. The appeal process shall not be applicable to probationary employees. The appeal process shall not be applicable to any action not defined as "major discipline".

The Union may elect to appeal any major discipline on behalf of any represented employee at its own discretion. If the Union elects to appeal on behalf of an employee, the matter will be submitted to binding arbitration. After the Union files a timely appeal on behalf of the employee, an arbitration appeal hearing shall be established as follows:

i. Within ten (10) calendar days after the receipt of the Notice of Imposition, the Union shall file a written request for binding arbitration through the Human Resources Division to the City Manager or designee. The City and Union will equally share (i.e., 50/50) the arbitration-related expenses, including court reporting and/or transcription services. Each party will be responsible for their own attorney fees, expert witness(es), and staff time.

ii. The City shall request a list of five (5) arbitrators registered with the American Arbitration Association, California State Conciliation Service, or some other agreed-upon source within ten (10) calendar days of the employee's request. The employee may delete/strike two (2) names from the list. The City will then select the arbitrator from the remaining names on the list.

iii. The selected arbitrator shall serve as the hearing officer.

iv. The parties will meet and confer with the arbitrator to establish necessary procedural matters, which could include, but are not limited to, proper evidence and witnesses, pre- and post-hearing briefing, items within the scope of appeal, and scheduling.

v. All time limits specified in the procedure may be waived by mutual written agreement.

vi. At the conclusion of the hearing, the arbitrator will submit his/her findings to the City, Union, and the employee. The opinion shall set forth findings of fact and conclusions. The decision of the Arbitrator will become final and binding on the parties unless the City, the Union, or the employee elects to pursue judicial review under CCP §1094.5. All back pay awards related to suspension, involuntary demotions, and discharges shall include interest as set by Civil Code §§ 3287 et. seq.

b. Major Discipline Appeal Procedures – Appeal Filed by Employee

If the Union does not elect to appeal and does not file a timely written binding arbitration request on behalf of the employee, the employee may still individually request an appeal hearing pursuant to Section 10 – Post Disciplinary Appeal Procedures of the City's Human Resources Rules & Regulations. Binding arbitration shall not be available to individual employees who appeal discipline without Union representation.

An employee wishing to appeal any disciplinary action under the City's Human Resources Rules & Regulations shall have ten (10) calendar days after receipt of the Notice of Imposition to submit a written and signed request for an appeal hearing. The employee's appeal request must be addressed to the City Manager and submitted to the Human Resources Division. The Human Resources Department shall date-stamp the employee's appeal to verify its timeliness.

5. **Appeal Procedures – Minor Discipline**

Any full-time employee in the classified service shall have the right to appeal any "minor discipline" in accordance with these procedures. For purposes of this section, "minor discipline" includes a suspension of less than three days. The appeal process shall not apply to probationary employees.

An employee wishing to appeal minor discipline may, within ten (10) calendar days from receiving notice of the Notice of Imposition, request and be granted an interview with the City Manager or his/her designee in order to discuss the appeal.

The City Manager or designee will respond or schedule a meeting within fifteen (15) calendar days. The City Manager or designee shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) calendar days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions. The City Manager's decision shall be final and binding.

The time limits for the appeal of minor discipline shall be strictly construed, but may be extended by mutual agreement evidenced in writing and signed by a duly authorized representative of the City and the employee. Failure of the appealing party to comply with any of the time limits set forth herein shall constitute a waiver and shall bar further appeal of the discipline. The employee may request assistance from a Union representative in appealing discipline at any level of review, or may represent him/herself.

Section V.6 Notification of New Hires and Union Meeting with New Employees

It is hereby agreed that the Human Resources Department shall provide the Teamsters designee with the name of each permanent employee whose job title entitles him/her to Teamsters representation as soon as is practicable after hire or transfer.

One steward shall be provided up to 30 minutes per month to meet with any new employees hired into represented positions. The new employee(s) will also be permitted to attend this meeting without any loss of compensation.

Section V.7 Use of City Facilities

Except as specifically identified in Section 5.03 Union Business, all Union business will be conducted by employees and Union representatives outside of established work hours.

Nothing herein shall be construed to prevent a Union representative or an employee from contacting the Human Resources Director or other management representatives regarding personnel-related matters during work hours. The authorized Union Business Agent shall be given access to work locations during working hours, provided that prior to visiting any work location, the Union representative shall: Obtain authorization for the visit from the Human Resources Director or designee. In the event the requested time and/or location of such visit by the Union Business Agent is denied because it would

interfere with the operations of the department, the Human Resources Director or designee shall consult with the Union Business Agent regarding availability and set an alternative time and/or location for such visit within seventy-two (72) hours of the request.

The Union may schedule meetings in City facilities at times when those facilities are not in use by submitting a written request to the Human Resources Director or designee, which shall include the date, time, and number of people expected. Approval will be granted in the same manner as for other organizations.

The Union shall maintain proper order during any meeting held at a City facility and ensure that the space is left in a clean and orderly condition. The City reserves the right to revoke permission to use City facilities for meetings if the Union fails to maintain order during a meeting or if facilities are not left in a clean and orderly condition.

Section V.8 Bulletin Boards

The Union shall have access to City bulletin boards located in the Maintenance Yard for the purpose of posting the following types of notices (these are examples only and not intended to be a complete list):

(1) Notice of recreational and social affairs sponsored by the Union;
(2) Notice of Union meetings;
(3) Notice of Union elections;
(4) Reports from Union committees;
(5) Rulings on Union policies; and
(6) Union newsletters.

All posted material must be legibly signed or initialed and dated by the Union President or designated representative. The Union will not post information that is defamatory, derogatory, or obscene, subject to the immediate removal of the right to post for a period not to exceed ninety (90) days. In the event that unauthorized material is posted, it shall be promptly removed by the Union or its representative upon notification by the City. The City reserves the right to remove material that contains defamatory statements before providing notification to the Union; if such action is taken, the City shall notify the Union as soon as possible.

Section V.9 Use of E-Mail, Cell Phones, and Computers

The Union recognizes that HR Rules and Regulations Section 19 – Workplace Searches and Inspections and Administrative Policy #83 Technology Use Policy regulate the use of, and that the City has the right to access and inspect City computers, including but not limited to viewing any messages sent or received through the City's e-mail system or any temporary or permanent files stored on the City's electronic systems and/or equipment. The Union is reminded that communications sent via the City's e-mail system or documents maintained on any City-provided electronic storage or devices are not confidential and can be viewed by the City. In addition, they are subject to Public Records Act requests, and there is no guarantee of privacy.

The City and the Union agree that the Union may be permitted to use City e-mail for the purposes described in this section. Notices which may be sent through the City's e-mail system are limited to those types of notices which may be posted on bulletin boards, as described above. No notice or announcement that contains defamatory statements about the City, including any City Department, any City official, or any City employee(s) shall be sent through the City's e-mail system. The City reserves the right to refuse to allow notices to be sent through the City's e-mail system that interfere with the Department's operational needs, workflow, or mission.

Any violation of this section shall entitle the City to immediately cancel the provisions of this section and revoke the Union's privilege to use the City's e-mail system pursuant to this section. It is expected that once the Union is aware of any such violations, it would be afforded the opportunity to rectify the situation.

Section V.10 Use of Vehicle Telematics

The Union recognizes that Administrative Policy #85, Telematics Policy, regulates the use of, and that the City has the right to equip vehicles with active or passive telematic systems, including, but not limited to, installing forward-facing-only cameras in the City vehicle fleet to enhance safe, sustainable, and efficient operations. Telematics shall be used to determine vehicle speeds, location, routes, usage, idling frequency, and onboard diagnostic information. Telematics and its data shall also be used for the administration and management of City vehicles, including their safe and efficient operation, and to assist in assessing and responding to complaints or claims against the City.

The City's intent in using telematics data is to improve safety and efficiency. Unless the City has a reasonable belief that a City vehicle operator may be engaging in unsafe vehicle operation, the specific operator's vehicle telematics will not be regularly monitored.

Section V.11 Voluntary Commercial Driver's License Program

This section does not apply to employees whose position requires a Commercial Driver's License (CDL). Upon the completion of the employee's full-time probationary period, the City may, at its discretion, sponsor a limited number of employees for the attainment and maintenance of a California Commercial Driver's License (CDL), including payment for required vehicle training, Department of Motor Vehicles (DMV) licensing fees, and required medical certifications and renewals.

Participation in the CDL Program is voluntary. However, employees who accept City-sponsored CDL training, DMV testing/licensing, and CDL medical examinations agree to remain employed by the City for a minimum of twenty-four (24) months from the date of initial licensure or program completion, whichever is later. During this 24-month period, the employee may be assigned CDL-related duties as needed, regardless of job description. Employees participating in the program will be required to sign a Voluntary Commercial Driver's License Program Agreement.

Upon execution of the voluntary CDL program agreement and issuance of the CDL certification/license, employees are eligible to request a stipend (Refer to Section II.04 – Certification and License Stipend). If a new employee already has a CDL at the time of hire, they will be eligible to request a stipend and will not be subject to the 24-month period. Failure to obtain or hold the CDL certification/license for 24 months would result in a prorated repayment due to breach of their CDL program agreement.

In the event an employee voluntarily separates from City service or surrenders their CDL prior to completion of any applicable service commitment period, the employee shall reimburse the City for the costs of training, DMV testing/licensing, and medical examinations on a prorated basis. The repayment obligation shall be reduced proportionally based on the length of service completed within the applicable commitment period.

Repayment shall not be required in cases of layoff, City-initiated reassignment, documented medical inability to perform CDL-required duties, or other circumstances beyond the employee's control as determined by the City.

All CDL employees shall comply with all applicable federal, state, and City Administrative Instruction Policies No. 97 – Vehicle Use, No. 71 – Accident, and No. 88 – Drug & Alcohol Prohibition, regarding driver eligibility and reporting obligations.

Employees must notify the City of any citation, accident, license restriction, suspension, revocation, or other action affecting their driving privileges within 48 hours of occurrence or notification, consistent with City Administrative Policy No. 97 – Vehicle Use.

Failure to comply with reporting requirements may result in disciplinary action, up to and including termination, and may affect eligibility to participate in the CDL voluntary program.

This provision is intended to reinforce existing policy requirements and does not limit the City's authority to establish, modify, and enforce reasonable rules and regulations related to driver safety, licensing, and operational needs.

Section V.12 Joint Labor Management Committee

The Union and the City agree to establish the following Joint Labor-Management Committees ("JLMC"). By mutual agreement, the parties may merge these specified JLMCs. The parties may establish ground rules specific to each JLMC, as necessary.

A. **Maintenance Organization**: Either party may request a JLMC to discuss a re-organization and/or re-alignment of the Public Works Maintenance Division.

B. **Callback Procedures**: Either party may request a JLMC to discuss the establishment of an "Extreme Weather Conditions Task Force."

C. **Workweek Definition**: The City may request a JLMC to revise the definition of "workweek" set forth in Section 1.11 in order to more accurately document the workweek(s) to which employees are assigned.

D. **Human Resources Rules & Regulations and Related Policies**: Either party may request a JLMC to discuss proposed changes within the scope of representation to the City's Human Resources Rules & Regulations and/or policies related to the Human Resources Rules & Regulations.

E. **Maintenance Policy Manual**: Either party may request a JLMC to discuss proposed changes within the scope of representation to the City's Maintenance Policy Manual.

F. **Training Issues and Requirements**: Either party may request a JLMC to discuss matters within the scope of representation related to employee training.

G. **Use of Cellular Phones**: Either party may request a JLMC to discuss matters within the scope of representation related to employee use of cellular phones, including, but not limited to, use of personal cellular phones to conduct City business.

H. **Health Insurance**: Either party may request a JLMC to discuss matters within the scope of representation related to health insurance, which can include, but is not limited to, the consideration of "Teamsters Medical", the establishment of a "cafeteria plan", and/or the City and employee contributions to health insurance plans.

I. **Retiree Medical**: Either party may request a JLMC to discuss the possibility of establishing a Health Savings Account.

J. **Lateral Transfers**: Either party may request a JLMC to discuss matters within the scope of representation related to lateral transfers between bargaining unit positions upon passing probation within the Public Works Maintenance Division Sections (Streets, CPP, Facilities, Fleet, Landscape, Parks, Traffic Signals, and Utility).

K. **Longevity Service**: When the City reconvenes the Performance Review Committee, the union may request a JLMC to discuss the finalization of the compensation strategy.

L. **Auto Allowance**: Either party may request a JLMC to discuss the operational expectations that Superintendents may be required to report directly to designated urgent work locations using their personal vehicles when called in for after-hours emergency response activities.

Standing JLMC: The parties agree to establish a standing JLMC to discuss issues of mutual concern and to encourage an open dialogue between employees and

management. This standing JLMC would meet at least quarterly upon either party's request. The parties acknowledge that the issues of mutual concern to be included in this standing JLMC may be outside the scope of representation. The agreement of the City to discuss an issue outside the scope of representation should in no way be construed or considered to be a waiver of any management rights. When a party wishes to convene the standing JLMC, it should request it in writing and identify the topics it wishes to discuss. The responding party may also request that additional topics be included. A mutually agreed time and location will be set. It is the intent of the parties that this standing JLMC be limited to City staff only. However, either party may request that a non-employee be brought in if the non-employee is necessary to discuss an item. The other party must be advised in advance of the intent to bring a non-employee and must agree to the attendance of the non-employee.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this ____day of_____ 2026.

CITY OF PALMDALE

Dated: _____

_____
Salvador Mendez, City Manager

_____
Sara Gallagher, Asst. City Manager

_____
Yvette Barrios, Human Resources Director

_____
Eric Ohlsen, Mayor

_____
Date

Attest:

_____
Rochelle Scott
City Clerk

APPROVED AS TO FORM:

_____
Alexandra Severino, City Attorney

CALIFORNIA TEAMSTERS LOCAL 986

Dated: _____

_____
Michael Grijalva, Teamsters Local 986 Union Representative, Chief Negotiator

_____
Adam Dyer, Steward

_____
Paul Wood, Steward

EXHIBIT A

TEAMSTERS LOCAL 986
SUPERVISORY AND CONFIDENTIAL EMPLOYEE GROUP

LIST OF REPRESENTED CLASSIFICATION & PAY PLANS
POSITIONS FY 2026-27
As of June 29, 2026

Resolution CC: 2026-055
September 01, 2026

FULL-TIME TITLE	RANGE #	MONTHLY RANGE
Administrative Assistant*	27	$5577.87 - $7118.80
Administrative Assistant II*	28	$5855.20 - $7477.60
Administrative Assistant, Sr*	29	$6149.87 - $7846.80
Analyst*	34	$7846.80 - $10018.67
Analyst II*	36	$8654.53 - $11046.53
Analyst, Sr*	38	$9542.00 - $12176.67
Superintendent	38	$9542.00 - $12176.67

LIST OF REPRESENTED PAY PLANS

Salary Schedule Effective: 06/29/2026
Revision Date: N/A

City of Palmdale
Hourly Wage Range/Step Schedule - General Positions

Range	Step A	Step B	Step C	Step D	Step E	Step F
27	32.18	33.78	35.48	37.25	39.11	41.07
28	33.78	35.48	37.25	39.11	41.07	43.14
29	35.48	37.25	39.11	41.07	43.14	45.27
34	45.27	47.55	49.93	52.42	55.05	57.80
36	49.93	52.42	55.05	57.80	60.68	63.73
38	55.05	57.80	60.68	63.73	66.85	70.25

EXHIBIT A (Continued)

TEAMSTERS LOCAL 986
SUPERVISORY AND CONFIDENTIAL EMPLOYEE GROUP

LIST OF REPRESENTED PAY PLANS

Salary Schedule Effective: 06/29/2026
Revision Date: N/A

City of Palmdale
Monthly Wage Range/Step Schedule - General Positions

Range	Step A	Step B	Step C	Step D	Step E	Step F
27	5,577.87	5,855.20	6,149.87	6,456.67	6,779.07	7,118.80
28	5,855.20	6,149.87	6,456.67	6,779.07	7,118.80	7,477.60
29	6,149.87	6,456.67	6,779.07	7,118.80	7,477.60	7,846.80
34	7,846.80	8,242.00	8,654.53	9,086.13	9,542.00	10,018.67
36	8,654.53	9,086.13	9,542.00	10,018.67	10,517.87	11,046.53
38	9,542.00	10,018.67	10,517.87	11,046.53	11,587.33	12,176.67

Salary Schedule Effective: 06/29/2026
Revision Date: N/A

City of Palmdale
Yearly Wage Range/Step Schedule - General Positions

Range	Step A	Step B	Step C	Step D	Step E	Step F
27	66,934.40	70,262.40	73,798.40	77,480.00	81,348.80	85,425.60
28	70,262.40	73,798.40	77,480.00	81,348.80	85,425.60	89,731.20
29	73,798.40	77,480.00	81,348.80	85,425.60	89,731.20	94,161.60
34	94,161.60	98,904.00	103,854.40	109,033.60	114,504.00	120,224.00
36	103,854.40	109,033.60	114,504.00	120,224.00	126,214.40	132,558.40
38	114,504.00	120,224.00	126,214.40	132,558.40	139,048.00	146,120.00

EXHIBIT B

TEAMSTERS LOCAL 986
SUPERVISORY AND CONFIDENTIAL EMPLOYEE GROUP

LIST OF LICENSES AND CERTIFICATIONS

License/Certificate	Required / Preferred / Certification
MAINTENANCE - COMMUNITY PRESERVATION	
Commercial Drivers License Class A, Class B	Required
Hazwoper Certification	Required
ISA Certified Arborist	Certification
ISA Tree Risk Assessment Qualification/TRAQ	Certification
IMSA Temporary Work Zone Temporary Traffic Control Technician	Required
DPR QAL/QAC	Certification
OSHA 30	Preferred*
MAINTENANCE - FACILITIES	
OSHA 30	Required
Certified Facilities Manager (CFM) Certification (IFMA)	Preferred*
National Locksmith Institute Locksmith Certification	Certification
EPA Section 608 HVAC Certification	Certification
Hazwoper Certification	Preferred*
MAINTENANCE - FLEET	
Commercial Drivers License Class A, Class B	Required
ASE Certification	Certification
NFPA70E National Fire Prevention Agency	Certification
AQMD/State Smoke/Smog check	Certification
Certified Automotive Fleet Manager Certification (NAFA)	Preferred*
OSHA 30	Preferred*
Hazwoper Certification	Preferred*
MAINTENANCE - LANDSCAPE	
ISA Certified Arborist	Required
ISA Certified Utilities Specialist	Certification
ISA Certified Urban Forest Professional	Certification
ISA Tree Risk Assessment Qualification/TRAQ	Certification
Certified Landscape Irrigation Auditor	Required
Turfgrass Management Certificate	Certification
Backflow Prevention Assembly Tester	Certification
Certified Water Conservation Manager	Certification
APWA Certified Stormwater Manager (2027)	Certification

License/Certificate	Required / Preferred / Certification
MAINTENANCE – LANDSCAPE (Continued)	
IMSA Temporary Work Zone Temporary Traffic Control Technician	Required
DPR QAL/QAC	Certification
Comercial Drivers License Class A, Class B	Certification
OSHA 30	Preferred*
Hazwoper Certification	Preferred*
MAINTENANCE - PARKS	
ISA Certified Arborist	Required
ISA Certified Utilities Specialist	Certification
ISA Certified Urban Forest Professional	Preferred*
ISA Tree Risk Assessment Qualification/TRAQ	Certification
Certified Landscape Irrigation Auditor	Required
Turfgrass Management Certificate	Certification
Backflow Prevention Assembly Tester	Certification
Certified Playground Safety Inspector	Certification
Certified Water Conservation Manager	Certification
IMSA Temporary Work Zone Temporary Traffic Control Technician	Certification
DPR QAL/QAC	Certification
OSHA 30	Preferred*
Hazwoper Certification	Preferred*
MAINTENANCE - UTILITIES	
Comercial Drivers License Class A, Class B	Required
California Water Environment Association Certificate, Collection System Maintenance Grade I	Required
California Water Environment Association Certificate, Collection System Maintenance Grade 2	Certification
California Water Environment Association Certificate, Collection System Maintenance Grade 3	Certification
California Water Environment Association Certificate, Collection System Maintenance Grade 4	Preferred*
National Association of Sewer Service Companies - Pipeline Assessment Certification Program	Certification
National Association of Sewer Service Companies - Manhole Assessment Certification Program	Certification
APWA Certified Stormwater Manager (2027)	Certification
DPR QAL/QAC	Certification
IMSA Temporary Work Zone Temporary Traffic Control Technician	Required
OSHA 30	Preferred*
Hazwoper Certification	Preferred*

MAINTENANCE - SIGNALS	
Commercial Drivers License Class A, Class B	Required
IMSA Temporary Work Zone Temporary Traffic Control Technician	Required
IMSA Traffic Signal Technician	Certification
IMSA Traffic Signal Inspector	Preferred*
IMSA Street Light Technician	Certification
IMSA/FOA Fiber Optic Technician	Certification
IMSA/FOA Fiber Inspector	Certification
IMSA Transportation Center Systems Specialist	Certification
IMSA Traffic Control Markings Certificate	Certification
OSHA 30	Preferred*
Hazwoper Certification	Preferred*
MAINTENANCE - STREETS	
Commercial Drivers License Class A, Class B	Required
ISA Certified Arborist	Certification
ISA Certified Utilities Specialist	Certification
IMSA Temporary Work Zone Temporary Traffic Control Technician	Required
DPR QAL/QAC	Certification
IMSA Traffic Control Markings I	Certification
IMSA Traffic Control Markings II	Certification
Hazwoper Certification	Preferred*
OSHA 30	Preferred*

*** Preferred** - Not a job requirement; strongly encouraged to work towards obtaining this certification. Per Article II, Section 4.A.3, A license/certification that is only "preferred" for the employee's position meets the eligibility requirements of this section.

City Council Staff Report

DATE: **SEPTEMBER 1, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY ATTORNEY'S OFFICE**

DISTRICT: **ALL**

SUBJECT: **ADOPT ORDINANCE NO. 1671, AN ORDINANCE AMENDING PALMDALE MUNICIPAL CODE SECTION 3.08.240 ESTABLISHING REPORTING REQUIREMENTS FOR THE EXERCISE OF DELEGATED AUTHORITY TO CITY MANAGER**

RECOMMENDATION

Staff recommend that the City Council:

1. Review and consider the proposed amendment to Palmdale Municipal Code Section 3.08.240; and,

2. Adopt Ordinance No. 1671, an ordinance of the City Council of the City of Palmdale, California, amending Palmdale Municipal Code Section 3.08.240, establishing reporting requirements for the exercise of delegated authority.

BACKGROUND

At its August 4, 2026, meeting, the City Council considered options for oversight of delegated authority granted to the City Manager and directed staff to prepare an item establishing Council oversight and reporting requirements to enhance transparency and accountability.

DISCUSSION:

The proposed ordinance adds a new reporting subsection to PMC 3.08.240 requiring the City Manager to provide quarterly reports summarizing actions taken under delegated authority, including contracts, purchase orders, entertainment agreements, settlements, releases, and other relevant transactions. The amendment also specifies the minimum content of such reports and requires retention and availability of supporting documentation.

In addition to establishing a regular reporting schedule, the ordinance provides a clear framework for how delegated authority is monitored and communicated to the City Council. This structure ensures that administrative actions taken under existing approval thresholds remain visible to the Council without disrupting operational efficiency. The reporting requirement also supports internal audit functions, reinforces compliance with procurement procedures, and provides a consistent mechanism for documenting and reviewing transactions executed under delegated authority.

FISCAL IMPACT

There is no fiscal impact associated with adoption of this ordinance.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

C. Involve and expand engagement to enhance public oversight and transparency.

Prepared by:	Alexandra Severino, City Attorney
Approved by:	Salvador Mendez, City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Ord. No. 1671

CITY OF PALMDALE, A CHARTER CITY
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1671

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE, AMENDING PALMDALE MUNICIPAL CODE SECTION 3.08.240 TO ESTABLISH REPORTING REQUIREMENTS FOR THE EXERCISE OF DELEGATED AUTHORITY TO THE CITY MANAGER

A. RECITALS

WHEREAS, the City of Palmdale maintains procurement procedures and approval authorities intended to ensure transparency, accountability, and efficient administration of City contracts, purchase orders, amendments, and change orders; and

WHEREAS, Palmdale Municipal Code Section 3.08.240 establishes the approval authority of the City Manager and City Council for purchase orders, contracts, contract amendments, and change orders; and

WHEREAS, the City Council desires to clarify and strengthen reporting requirements related to the exercise of delegated authority by the City Manager and designated department representatives; and

WHEREAS, establishing a structured reporting process will enhance fiscal oversight, ensure compliance with procurement procedures, and provide the City Council with timely information regarding significant administrative actions; and

WHEREAS, the City Council further finds that requiring periodic reporting of contracts, purchase orders, entertainment agreements, settlements, releases, and other transactions executed under delegated authority promotes transparency and supports effective governance while preserving the City Manager's responsibility for the day-to-day administration of City government; and

WHEREAS, the City Council intends that reporting obligations shall not be construed as requiring prior Council approval for matters lawfully within the City Manager’s delegated authority; and

B. ORDINANCE

THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference as material findings in support of this Ordinance.

SECTION 2. Section 3.08.240 of the Palmdale Municipal Code is hereby amended to read as follows:

3.08.240 Approval of purchase orders, contracts, contract amendments and change orders.

(A) The approval authority for all purchase orders, contracts, contract amendments, and change orders shall be set forth as follows:

(1) The City Manager shall have the authority to review, approve, and execute, on behalf of the City, all purchase orders or contracts for the purchase or acceptance of goods, materials, supplies, and services in an amount not exceeding $125,000 per purchase order or contract, so long as the proper procurement procedures set forth in this Chapter have been followed.

2) All purchase orders or contracts in excess of $125,000 or change orders that cause the total contract or purchase order to exceed $125,000 shall be submitted to the City Council for approval.

(3) The City Manager shall have the authority and discretion, up to the amount authorized under Subsection (A)(1) of this Section, to delegate the authority to review, approve, and execute contracts, purchase orders, contract amendments, and change orders of goods, materials, supplies, and services to specific department representatives based on the needs of the organization.

The department representative exercising such authority given above shall ensure that the total of all contracts, purchase orders, contract amendments, and change orders does not exceed their delegated authority on a single contract or purchase order per fiscal year period, so long as the proper procurement procedures set forth in this Chapter have been followed.

(B) For contracts under $125,000, the City Manager shall have the authority to approve in writing any change order directing an addition, deletion, or revision to such purchase orders or contracts; however, in no event shall the sum total of the purchase order or contract, including all such change orders, exceed $125,000 per purchase order or contract. Any change order in which a contract or purchase order will exceed $125,000 will require City Council approval.

(C) After the effective date of any contract approved by the City Council for the purchase of services, equipment or supplies, the retention of professional services, or work on a public project, the City Manager shall have authority to approve in writing any amendment or change order directing an addition, deletion or revision in such contract, including, without limitation, plans, specifications, and the nature or quantity of services, equipment, supplies or work, so long as the cumulative dollar value of all such change orders relating to any one contract shall not exceed 15 percent of the original contract price unless City Council has authorized a different change order amount for a specific contract.

(D) Any change order exceeding the limitations set forth in Subsection (**C**) of this Section shall be submitted to the City Council for approval in the form of a contract amendment or supplemental agreement. Such amendment or supplemental agreement shall set forth the amended contract price, which will constitute the new contract price for purposes of the authority for City Manager-approved change orders or amendments in accordance with Subsection (**A**) of this Section.

(E) The City Manager shall provide reports and recommendations to the City Council regarding the exercise of delegated authority, as required by law or as directed by Council action, in accordance with the following:

1. Format of Reports. The City Manager may report to the City Council through written staff reports, memoranda, agenda items, financial or administrative reports, presentations at regular or special City Council meetings, or any other reporting format approved or accepted by the City Council.

2. Quarterly Reporting Requirement. At a minimum, the City Manager shall provide a quarterly report, in a format determined by the City Manager and consistent with Council direction, summarizing actions taken under delegated authority since the prior report and identifying any matters requiring Council consideration or action.

3. Scope of Reporting. Reports shall include, as appropriate, contracts, purchase orders, entertainment agreements, settlements, releases, and other transactions executed under delegated authority.

4. Required Content of Reports. Reports concerning the exercise of delegated authority shall identify, as applicable, the type of transaction, amount, purpose, funding source, and the specific delegated authority under which the action was taken

5. Supporting Documentation Required. The City Manager shall maintain supporting documentation for all reported transactions and shall make such documentation available to the City Council, City Attorney, City Auditor, or other authorized City officials as required by law or City policy.

6. Effect of Reporting. Reporting to the City Council shall not be construed as requiring prior Council approval of matters that fall within the City Manager's lawfully delegated authority under this Chapter.

SECTION 3. California Environmental Quality Act. The City Council finds the approval of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") because adoption of the ordinance is not a project pursuant to Guidelines §15378(b)(2) as it is a governmental organizational action with no potential for a physical environmental impact. Alternatively, the ordinance is exempt under Guidelines §15061(b)(3) because there is no possibility it will result in a significant effect on the environment.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 5. All legal pre-requisites and pre-conditions to the introduction, enactment and adoption of this Ordinance have occurred as required by law and policy.

SECTION 6. The City Clerk shall certify to the adoption of this ordinance and shall cause this ordinance to be published or posted as required by law.

PASSED, APPROVED and **ADOPTED** this_____ day of _____, 2026.

Approved as to form:

_____
Eric Ohlsen
Mayor

ATTEST:

_____
Alexandra M. Severino
City Attorney

_____
Rochelle Scott
City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing Ordinance was duly introduced, passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the _____ day of _____, 20___ effective on the ____ day of _____, 20___ by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____ _____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **SEPTEMBER 1, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY ATTORNEY'S OFFICE**

DISTRICT: **ALL**

SUBJECT: **ADOPT CITY ATTORNEY OVERSIGHT POLICY**

RECOMMENDATION

Staff recommend that the City Council:

1. Review and consider the proposed City Attorney Oversight Policy; and,

2. Adopt the proposed policy establishing a consistent framework for City Council oversight, communication, performance evaluation, accountability, and related administrative matters concerning the City Attorney.

BACKGROUND

At its August 4, 2026 meeting, the City Council discussed creating a City Attorney Oversight Policy and directed staff to develop a consistent process for overseeing the City Attorney, including communication, performance evaluations, accountability, and related administrative matters.

The City Attorney is the City's chief legal advisor and provides legal services to the City Council, City Manager, City departments, boards, commissions, and other authorized City entities.

State law gives city councils authority over the appointment of city attorneys. Because Palmdale is a charter city, the City Charter, Municipal Code, state and federal law, and the City Attorney's employment agreement must all be considered when managing the position.

The proposed policy does not give the City Attorney any new legal authority**.** Instead, it explains how the City Council will carry out its existing oversight responsibilities and how the Council and City Attorney will work together regarding legal services, expectations, communication, and accountability.

DISCUSSION

The purpose of the policy is to create a clear and consistent process for City Council oversight of the City Attorney.

The policy is intended to:

- Clearly define the roles of the City Council and City Attorney.
- Provide for regular performance evaluations.
- Set clear communication and reporting expectations.
- Promote accountability, professionalism, and ethical legal services.
- Protect attorney-client privilege and confidential communications.
- Ensure legal advice remains independent, objective, and consistent with the law.

The policy also makes clear that it does not interfere with the City Attorney's professional responsibilities, attorney-client obligations, professional conduct rules, or attorney-client privilege.

The proposed policy addresses:

- Appointment and Council Oversight
- Role and Responsibilities of the City Attorney
- Council-City Attorney Relationship
- Communications with Individual Council Members
- Attorney-Client Privilege and Confidentiality
- Closed Sessions
- Annual Performance Evaluation
- Evaluation Process
- Performance Concerns
- Budget and Administration
- Outside Council
- Litigation Claims and Settlements
- Contracts and Legal Documents
- Ethics and Conflicts of Interest
- Independence of Legal Advice
- Public Transparency
- Council Direction
- Removal and Employment Actions
- Periodic Policy Review

FISCAL IMPACT

$0; There is no fiscal impact associated with this item.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

C. Involve and expand engagement to enhance public oversight and transparency.

Prepared by:	Alexandra Severino
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

City Attorney Oversight Policy

City Attorney Oversight Policy

PURPOSE

The purpose of this policy is to establish a clear and consistent process for City Council oversight, evaluation, and accountability of the City Attorney.

The City Attorney serves as the chief legal advisor to the City and provides legal services to the City Council, City Manager, City departments, boards, commissions, and other City officials and entities as authorized by law.

This policy is intended to:

- Establish clear roles between the City Council and City Attorney.
- Provide for regular performance evaluation.
- Establish clear communication and reporting expectations.
- Promote accountability, professionalism, and ethical legal services.
- Protect attorney-client privilege and confidential legal communications.
- Ensure that legal advice remains independent, objective, and consistent with applicable law.

Nothing in this policy shall interfere with the City Attorney's professional duties, attorney-client obligations, applicable rules of professional conduct, or attorney-client privilege.

POLICY & PROCEDURES

1. City Attorney Appointment and Council Oversight

The City Attorney shall be appointed by and serve at the pleasure of the City Council, consistent with the Palmdale Municipal Code, City Charter, applicable law, and any employment agreement.

The City Council shall provide overall policy direction and oversight concerning the City Attorney's performance.

The City Attorney shall remain responsible for providing independent and professional legal advice to the City and its authorized officers and entities.

2. Role of the City Attorney

The City Attorney shall provide legal advice and representation concerning City business and shall perform the duties established by the Palmdale Municipal Code, City Charter, Council action, applicable law, and the City Attorney's employment agreement.

The City Attorney's responsibilities may include:

- Advising the City Council.

- Advising the City Manager and City departments.
- Preparing and reviewing ordinances, resolutions, contracts, and other legal documents.
- Representing the City in litigation and administrative proceedings.
- Providing legal advice concerning proposed City actions.
- Advising concerning compliance with applicable federal, state, and local law.
- Advising concerning conflicts of interest, ethics, open-meeting requirements, public records, and other governmental legal matters.
- Providing other legal services authorized by the City Council.

3. Council-City Attorney Relationship

The City Council and City Attorney shall maintain a professional relationship based upon mutual respect, confidentiality, independence, and clear communication.

The City Attorney shall advise the City Council concerning the legal consequences and risks associated with proposed City actions.

Legal advice shall be objective and based upon applicable law rather than political considerations.

Nothing in this policy requires the City Attorney to provide legal advice that the City Attorney believes would violate applicable law or professional obligations.

4. Communication with Councilmembers

Councilmembers may communicate directly with the City Attorney concerning City legal matters.

When a matter involves significant legal, financial, litigation, or policy implications, the City Attorney may recommend that the matter be considered by the full City Council.

Individual Councilmembers shall not use the City Attorney to circumvent Council procedures or obtain legal services for matters unrelated to official City business.

The City Attorney shall establish reasonable procedures for responding to individual Councilmember legal inquiries.

5. Legal Advice and Attorney-Client Privilege

Legal advice provided by the City Attorney may be protected by the attorney-client privilege or attorney work-product doctrine.

The City Attorney shall take reasonable steps to protect confidential legal communications.

Councilmembers, City officers, and employees shall maintain the confidentiality of privileged and confidential communications as required by law.

Nothing in this policy requires the disclosure of privileged legal advice to the public or to individual Councilmembers when disclosure is legally prohibited or inconsistent with the attorney-client relationship.

6. Closed Session

The City Attorney shall advise the City Council regarding matters that may appropriately be considered in closed session.

The City Attorney shall ensure that closed-session matters are conducted in accordance with applicable law.

The City Attorney shall advise the Council regarding the legal requirements for closed-session discussions, including litigation, personnel, real property, labor negotiations, and other matters when authorized by law.

7. Annual Performance Evaluation

The City Council shall conduct a formal performance evaluation of the City Attorney at least annually, unless otherwise provided by the City Attorney's employment agreement.

The evaluation shall consider:

- Quality and effectiveness of legal services.
- Responsiveness to the City Council.
- Responsiveness to the City Manager and City departments.
- Legal research and analysis.
- Litigation management.
- Contract and ordinance review.
- Compliance and risk management.
- Communication.
- Professionalism and ethics.
- Management of the City Attorney's Office.
- Overall performance.

The evaluation shall be conducted by the City Council as a whole.

8. Evaluation Process

The evaluation process should generally include:

1. Review of established goals and expectations.

2. Review of the City Attorney's accomplishments and performance.
3. Input from individual Councilmembers.
4. Collective Council discussion.
5. A formal evaluation discussion with the City Attorney.
6. Identification of goals for the following year.

The Council may use an independent facilitator or consultant to assist with the evaluation.

The evaluation shall not be used to interfere with the City Attorney's independent professional judgment.

9. Performance Concerns

If the City Council identifies performance concerns, the Council should communicate those concerns directly to the City Attorney.

When appropriate, the Council may establish a performance improvement plan identifying:

- The performance concern.
- The applicable expectation.
- Corrective action.
- Performance objectives.
- A reasonable timeframe for improvement.

The City Attorney shall be given an opportunity to respond.

Nothing in this section limits the Council's authority to take action when authorized by law, the employment agreement, or other applicable authority.

10. Budget and Administration

The City Attorney shall prepare or oversee preparation of the City Attorney's Office budget and provide information necessary for the City Council to evaluate legal-service needs.

The City Attorney shall administer the approved budget in accordance with City policies and applicable law.

The City Council shall approve the budget for the City Attorney's Office through the City's normal budget process.

11. Outside Counsel

The City Attorney shall manage the City's use of outside legal counsel, subject to the City's procurement requirements, budget, Council direction, and applicable law.

The City Attorney may recommend the retention of specialized outside counsel when the matter requires expertise, creates a conflict, involves specialized litigation, or otherwise warrants outside representation.

The City Attorney shall keep the City Council appropriately informed regarding significant outside-counsel engagements, subject to attorney-client privilege and other confidentiality requirements.

12. Litigation and Claims

The City Attorney shall oversee litigation involving the City and shall advise the City Council concerning significant litigation risks, potential exposure, and recommended legal strategies.

The City Attorney shall coordinate with the City Manager, Risk Management, insurers, and outside counsel as appropriate.

Information concerning pending litigation shall be provided consistent with attorney-client privilege, attorney work product, applicable law, and the need to protect the City's legal position.

13. Settlements

The City Attorney shall advise the City Council and City Manager concerning settlement of claims, disputes, and litigation.

Settlement authority shall be exercised in accordance with the Palmdale Municipal Code, City Council resolutions, applicable policies, and applicable law.

The City Attorney shall advise the appropriate decision-maker regarding the legal risks, potential costs, and recommended resolution of significant claims and litigation.

14. Contracts and Legal Documents

The City Attorney shall provide legal review of City contracts, agreements, ordinances, resolutions, and other legal documents when required by law, City policy, or Council direction.

Legal review shall focus on:

- Legal compliance.
- Risk allocation.
- Indemnification.

- Insurance.
- Liability.
- Contract terms and enforceability.
- Applicable statutory requirements.

Legal approval shall not replace the administrative, financial, procurement, or policy approval required from the appropriate City official or body.

15. Ethics and Conflicts of Interest

The City Attorney shall advise City officials and employees concerning applicable ethics and conflict-of-interest requirements.

The City Attorney shall identify potential legal conflicts and advise the affected officials regarding appropriate procedures.

When the City Attorney's Office has a conflict that prevents it from providing independent advice, the City Attorney shall recommend appropriate alternative counsel or other lawful procedures.

16. Independence of Legal Advice

The City Attorney's legal advice shall be based upon applicable law and the City Attorney's professional judgment.

The City Council may disagree with legal advice and may direct the City Attorney to take a different lawful position when appropriate.

Nothing in this policy authorizes the City Council or an individual Councilmember to require the City Attorney to provide advice that would violate the law or applicable professional obligations.

17. Public Transparency

The City shall provide public information concerning the City Attorney's Office to the extent required by law.

Nothing in this policy requires disclosure of:

- Attorney-client privileged communications.
- Attorney work product.
- Confidential litigation strategy.
- Confidential settlement information.
- Confidential personnel matters.
- Other information protected from disclosure by law.

18. Council Direction

The City Council shall provide direction to the City Attorney through formal Council action when Council action is required.

Individual Councilmembers may communicate with the City Attorney concerning official City business but shall not represent that an individual Councilmember's legal request constitutes direction from the City Council as a whole.

The City Attorney shall distinguish between a Councilmember's individual inquiry and formal Council direction.

19. Removal of City Attorney

The City Attorney serves at the pleasure of the City Council, subject to the Palmdale Municipal Code, City Charter, applicable law, and any employment agreement.

Any removal or other employment action shall comply with applicable notice, voting, contractual, and legal requirements.

20. Policy Review

The City Council shall periodically review this policy to ensure consistency with:

- The Palmdale Municipal Code.
- The City Charter.
- Applicable state and federal law.
- Rules of professional conduct.
- The City Attorney's employment agreement.
- City policies and procedures.

If this policy conflicts with applicable law, professional obligations, the City Charter, Municipal Code, or a controlling employment agreement, the controlling authority shall govern.

City Council Staff Report

DATE: **SEPTEMBER 1, 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-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-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-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.
Bid 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 Notifcation 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 Majure

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

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

APPROVE AS TO FORM:

Alexandra Severino
City Attorney

ATTEST:

Rochelle Scott
City Clerk

ICON-WEST, INC.

Bernard Ashkar Date
Chief Executive Officer

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

ATTEST: If Corporation

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



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

concord™
Where agreements happen.

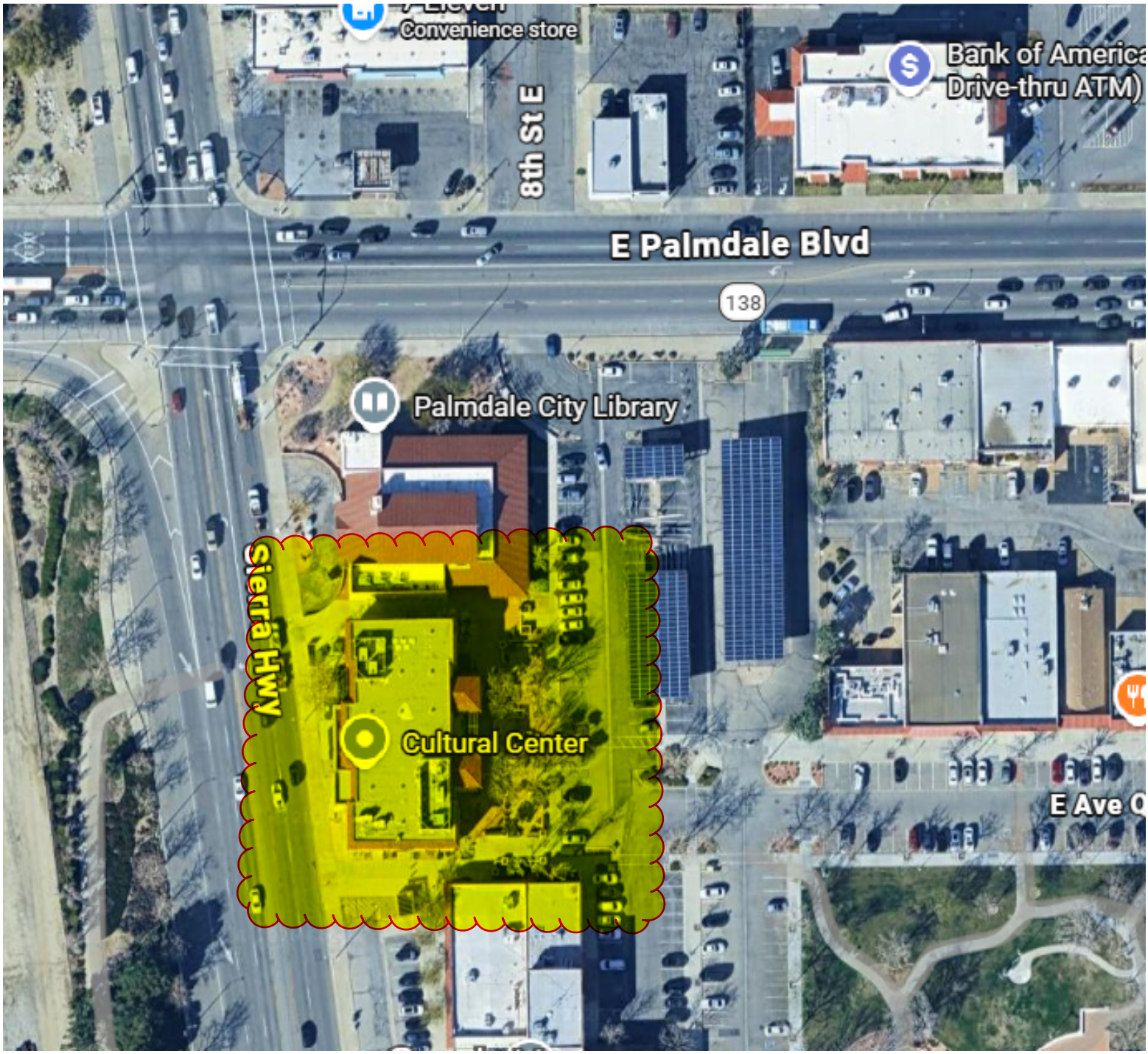
Signed with https://www.concord.app/

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	Funishing	$ 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