



PALMDALE

a place to call home

**CITY COUNCIL
SUCCESSOR AGENCY/HOUSING AUTHORITY
CITY COUNCIL CHAMBER
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, APRIL 3, 2024
5:00 PM
www.cityofpalmdale.org**

WELCOME

1. CALL MEETING TO ORDER

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

2. ROLL CALL

MAYOR BISHOP, MAYOR PRO TEM LOA, COUNCILMEMBERS OHLSEN,
BETTENCOURT, ALARCÓN
COMMISSIONERS FRAGA-SAENZ, BETTS

3. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

PUBLIC COMMENT RULES:

“(California Government Code Section 54954.3).

(a) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body’s consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2 [section omitted].

(b) (1) The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of the subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for

each individual speaker.

(2) Notwithstanding paragraph (1), when the legislative body of a local agency limits time for public comment, the legislative body of a local agency shall provide at least twice the allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the legislative body of a local agency.”

In furtherance of Section 54954.3 of the Brown Act, the public is allotted to speak a total of two (2) minutes on the entirety of the Consent Calendar(s), Appointment(s), New Business and Closed Session, with two (2) minutes on each Public Hearing, and, if desired, an additional two (2) minutes on items not on the agenda that are within the subject matter jurisdiction of the City Council. As specified in the Brown Act, a speaker utilizing a translator will receive twice the amount of time specified.

4. **PUBLIC COMMENTS:**

CONSENT CALENDAR(S), APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION: Now is the time for public participation on items listed on the Consent Calendar(s), Appointment(s), New Business, and Closed Session. Each speaker is allotted two (2) minutes in total for the entirety of the above sections.

5. **HOUSING AUTHORITY CONSENT CALENDAR**

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

- 5.1 Approve revision to the Housing Authority's self-imposed maximum space rent for income qualifying spaces for the Boulders Mobile Home Parks and authorize the Authority Executive Director or her designee to review and determine future increases to the maximum space rent for qualifying spaces and establish a subsidy program.

[SR Boulders MHP Space Rent.docx](#)

- 5.2 Adopt Resolution No. HA 2024-003, a Resolution of the Housing Authority of the City of Palmdale approving an amendment of agreement 07-IIG-4212 with the State of California Department of Housing and Community Development for the Proposition 1-C Infill Infrastructure Grant Program

[SR Reso. No. HA 2024-003.docx](#)

[Reso. No. HA 2024-003.docx](#)

- 5.3 Approve the minutes from the March 20, 2024 meeting.

[Minutes 03 20 2024.pdf](#)

6. **CONSENT CALENDAR**

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 Calendar and will be considered separately following this portion of the Agenda.

- 6.1 Waive full reading of the Resolution(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).
- 6.2 Receive and file the Monthly Investment Activity Report for February 2024.
[SR Investment Report FEB 2024.docx](#)
[Rpt. City & Successor Monthly Investment Report February 2024.pdf](#)
- 6.3 Approve the Third Amendment to Professional Services Agreement with Lance, Soll, Lunghard, LLP for an additional amount of \$110,000, for a total not to exceed the amount of \$347,400 for the remainder of the term through March 30, 2026.
[SR Agrmt No. A-7459 Third Amendment with Lance Soll Lunghard LLP.docx](#)
[Agrmt No. A-7459 Third Amendment with Lance, Soll, Lunghard, LLP.pdf](#)
- 6.4 Approve FY 2023-24 budget adjustments.
[SR Budget Adjustments FY 2023-24.docx](#)
- 6.5 Adopt Resolution No. CC 2024-027, a Resolution of the City Council of the City of Palmdale approving the City Asset Naming and Renaming Policy.
[SR City Asset Naming and Renaming Policy.docx](#)
[Reso. No. CC 2024-027.docx](#)
[Exh A City Asset Naming and Renaming Policy.docx](#)
- 6.6 Award Construction Agreement with Griffith Company for a not to exceed amount of \$39,935,500 and award Consultant Agreement with MNS Engineers, Inc. for Project Management Services for a not to exceed amount of \$485,030 for PN 672, Palmdale Boulevard (SR-138) and SR-14 Interchange Improvements Project, for a term of 435 working days from the date of Notice to Proceed.
[SR PN 672 Construction and Construction Management Award.docx](#)
[Agrmt No. A-8769 with Griffith Company.pdf](#)
[Agrmt No. A-8778 with MNS Engineers, Inc.pdf](#)
[Atch 1 Vicinity Map.pdf](#)
[Atch 2 Underpass Decorative Rendering.pdf](#)
- 6.7 Notice of Completion - Accept Public Sewer and Drainage Improvements for Tract 74927 located on the west side of Pevero Court and Range Drive.
[SR NOC.docx](#)
[NOC.pdf](#)
[Exh A List of Completed Public Improvements.pdf](#)
[Exh B Site Map Location.pdf](#)
[Atch 1 Site Photo.pdf](#)

- 6.8 Award Construction Agreement with Sully-Miller Contracting Company for a not to exceed amount of \$21,394,466 and award Consultant Agreement with MNS Engineers, Inc. for Construction Management Services for a not to exceed amount of \$824,915 for PN 869, Arterial Road Rehabilitation Project, for a term of 110 working days from the date of Notice to Proceed.

[SR PN 869 Construction and Construction Management Award.docx](#)
[Agrmt No. A-8349 with Sully-Miller Contracting Company.pdf](#)
[Agrmt No. A-8786 with MNS Engineers, Inc.pdf](#)
[Atch 1 Site Map.pdf](#)

7. PUBLIC HEARING

- 7.1 Adopt Resolution No. CC 2024-039, a Resolution of the City Council of the City of Palmdale, approving Major Modification 24-0003, a request to amend the Conditions of Approval for Tentative Tract Map 61894 to change the required design and timing for a new roadway bridge over the California Aqueduct within the Anaverde Nuevo Specific Plan.

[SR MOD 24-0003 Reso. No. CC 2024-039.docx](#)
[Reso. No. CC 2024-039.docx](#)
[Exh A Aerial Map Reso. No. CC 2024-039.docx](#)
[Exh B Revised CoA Reso. No. CC 2024-039.docx](#)
[PPT MOD24-0003.pptx](#)

- 7.2 Adopt Resolution No. CC 2024-017, a Resolution of the City Council of the City of Palmdale; Denying Appeal 24-0002 and upholding Planning Commission Resolution No. PC-2024-001 to deny General Plan Amendment 23-0001, Zone Change 23-0002, and Specific Plan Amendment 22-001.

[Memo Reso. No. CC 2024-017.docx](#)

8. NEW BUSINESS

- 8.1 Discussion on providing language interpretation services at regular City Council Meetings.

[SR Discussion on Providing Language Interpretation Services.docx](#)
[Table - Language Interpretation Services at CC Meeting.docx](#)

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

- 9.1 Council reports, announcements, and requests for future agenda items.

[Monthly Informational Report 040324 Bishop.docx](#)

10. CITY MANAGER'S REPORT

11. **NON-AGENDA PUBLIC COMMENTS:** *Now is the time for public participation on items not listed on the agenda. Each speaker is allotted two (2) minutes total.*

12. **PRESENTATION BY CITY ATTORNEY**

12.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Leona Valley Town Council vs. City of Palmdale, et al.

Los Angeles County Superior Court

Case No. 22STCP01932

This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1)

12.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Land Developers & Associates Corporation v. Successor Agency to the Community Redevelopment Agency of the City of Palmdale, et al.

Los Angeles County Superior Court

Case No. 22AVCV01093

The closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

12.3 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

CV Communities v. AVEK, et al.

Los Angeles County Superior Court Case No. 20STCV10953

This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

13. **ANNOUNCEMENT BY CITY ATTORNEY**

14. **ADJOURN** meeting to April 17, 2024, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

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 72 hours prior to the meeting.

If you require oral translation, please contact the City Clerk's Office at (661) 267-5151 at least 72 hours prior to the meeting.



Housing Authority Staff Report

DATE: APRIL 3, 2024

TO: HONORABLE CHAIR AND COMMISSIONERS

FROM: NEIGHBORHOOD SERVICES DEPARTMENT
HOUSING DIVISION

DISTRICT: 2, 5

SUBJECT: APPROVE REVISION TO THE HOUSING AUTHORITY OF THE CITY OF PALMDALE'S SELF-IMPOSED MAXIMUM SPACE RENT FOR INCOME-QUALIFYING SPACES FOR THE BOULDERS MOBILE HOME PARKS, ESTABLISH SPACE RENT SUBSIDY PROGRAM FOR BOULDERS MOBILE HOME PARKS AND AUTHORIZE THE AUTHORITY EXECUTIVE DIRECTOR OR HER DESIGNEE TO REVIEW AND APPROVE NON-SUBSTANTIAL REVISIONS FOR ANNUAL SPACE RENT INCREASES AND THE BOULDERS MOBILE HOME SPACE RENT SUBSIDY PROGRAM

RECOMMENDATION

Staff recommends that the Housing Authority:

1. Approve the revision to the Housing Authority's self-imposed maximum rent for income-qualifying spaces for the Boulders Mobile Home Parks;
2. Establish a Space Rent Subsidy Program for the Boulders Mobile Home Parks; and,
3. Authorize the Executive Director or her designee to review and approve non-substantial revisions for Boulders Mobile Home Parks space rent increases and the Boulders Mobile Home Parks Space Rent Subsidy Program.

BACKGROUND

In 1997, the Boulders Mobile Home Parks (Parks) were acquired by the Housing Authority of the City of Palmdale (Housing Authority) to transfer to a nonprofit, Linc Housing. The Housing Authority reacquired the Parks in 2002. The three Parks are Boulders at Ranch I, with 358 spaces; boulders at Ranch II, with 206 spaces; and Boulders at the Lakes, with 223 spaces, for a total of 787 spaces; these include 3 spaces for Manager units. In 2003, staff were encouraged to address the high space rents for the residents, which were over \$500 per month. The Housing Authority approved a maximum monthly space rent of \$360. On May 7, 2008, the Housing Authority approved a maximum space rent of

\$400 per month for income-qualifying spaces. Annual monthly space rent increases were at 2%, bringing many eligible residents to the maximum space rent by 2013, a five-year period. The 1997 Bond Regulatory Agreement and Declaration of Restrictive Covenants (Regulatory Agreement) does not restrict rents for non-qualifying and non-compliant spaces and allows establishing space rent at an unrestricted “market” level. The current space rent for non-qualifying units is \$500 per month. Storage agreements for residents storing items, including but not limited to recreational vehicles, old cars, and boats are not restricted under the Regulatory Agreement.

DISCUSSION

In the past 15 years, since 2008, the operating costs for the three Parks have increased annually, with a 21% increase from 2022 to 2023 and a 17% increase this current year. In addition, maintenance of the facilities, including streets, retaining walls, and trees, is required. Most of the 784 units have reached the maximum space rent of \$400 and have not received a rent increase since 2012. The current leases provide for an increase “based on one-half (1/2) of the annual increase in the Consumer Price Index (CPI) for the Los Angeles, Anaheim, Riverside area, utilizing “All Urban Consumers” index as of the latest available CPI for the month during which the notice of increase is given, or two percent of the previous year’s base rent, whichever is greater.”

The August 2023 JLT Market Report for Los Angeles County surveyed 94 mobile home park communities and reported an average adjusted monthly rent of \$1,103 and an average rent for all age properties under rent control ordinances is \$887.

A market survey for the Antelope Valley conducted in June 2023 has monthly space rents ranging from \$450 to \$920.

The February 26, 2024, Mobile Home Park Rental Review Board Staff Report provides the space rents for new leases for the mobile home parks in Palmdale under the space rent control ordinance ranging from \$379 to \$1,200, with the median rent of \$700 and average rent of \$804.

The annual increase experienced by Palmdale mobile home parks under the rent control ordinance from 2016-2024 has ranged from 1.09% to 4.93%. If the Parks’ residents had not reached the approved maximum space rent, the space rent would have annually averaged two (2) percent.

To continue to meet the Parks obligations and maintain the current level of service and amenities, Staff recommends:

- Removing the maximum space rent;
- Increase space rent in accordance with the lease terms;

- For current leases, the increase to the monthly space rent will range from \$8 to \$9 for the first 10 years;
- Increase the space rent for new residents to \$650 for qualifying spaces and \$800 for spaces whose residents choose not to provide the required annual certification;
- Leases for new residents will provide for an annual space rent increase of three percent per year or one-half (1/2) of CPI, whichever is greater;
- No changes are proposed for Storage Agreements: and,
- Staff will annually monitor market rate rents and the financial progress of the parks to determine if this policy requires adjustment.

Due to increase in basic living expenses, residents have expressed concern regarding increasing rents, especially for retired residents on a fixed income. The Housing Authority proposes a space rent assistance program for households experiencing challenges with increased space rent. The subsidy would be limited to:

- The increase in space rent;
- Funded through the Parks operations budget;
- Residents must apply annually;
- The number of residents assisted is based on available funds; and,
- The criteria for the program are the most vulnerable residents who qualify as low-income based on the State of California Department of Housing and Community Development income limits, not qualified or receiving other assistance, and with housing costs equaling over 50% of their monthly income.

The comments received at the March 20, 2024 Council meeting have been addressed as follows:

Boulders at the Lakes

- Cypress trees were checked by Tip Top Arborists who reported the trees are in good health, gypsy moths were not found and advised insects such as caterpillars can be controlled with the application of a systemic, such as BioAdvanced for Trees and Shrubs. The systemic will be applied as necessary;
- Service on the sewer lines will be increased to biannually from annually;
- Christmas lights on the spaces were verified to have been removed by March 16, 2024, or they did not have lights with one space receiving a follow-up inspection;
- Visitor Parking signs are being removed as the spaces have been used for guest and resident vehicles;
- Parking on the street is being monitored and the concerns provided have been followed up;
- Playground equipment is monitored monthly for safety and has passed inspection;
- Additional lighting is being added as requested.

Safety Concerns

- A resident expressed concerns regarding safety in the event of an evacuation. In 2023, the City coordinated CERT training for residents of all three Boulders Mobile Home Parks and their managers.
- The Emergency Preparedness Program is available at all three of the Park Offices;
- One Call Now system is in place at the Lakes to communicate with residents in the event of an emergency.

Other

- Spaces have annual inspections in early Spring and extra dumpsters are provided to assist the residents in addressing their Spring cleaning.
- Resident mailboxes are being replaced at Boulders at Ranch I and II.

These and other actions are taken to maintain the three Boulders Mobile Home Parks as a great place to call home and are funded through the annual operations budgets.

FISCAL IMPACT

\$72,768 revenue and \$10,000 expense; Increased revenue and expenditures will take effect in Fiscal Year 2024-25 and will be proposed in the annual operating budget. Sufficient funds are in Boulders at the Ranch I reserve for the estimated cost of the slurry seal of streets of \$100,000 and will be proposed in the 2024-25 budget. CDBG funds are requested in the 2024-25 Action Plan for ADA Improvements of one playground.

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:	Sophia Reyes, Director of Neighborhood Services
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, Executive Director
Approved as to form:	William P. Curley, III, Authority Attorney



Housing Authority Staff Report

DATE: APRIL 3, 2024

TO: HONORABLE CHAIR AND COMMISSIONERS

FROM: NEIGHBORHOOD SERVICES DEPARTMENT

DISTRICT: 1

SUBJECT: ADOPT RESOLUTION NO. HA 2024-003, A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF PALMDALE APPROVING AN AMENDMENT OF AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE PROPOSITION 1-C INFILL INFRASTRUCTURE GRANT PROGRAM

RECOMMENDATION

Staff recommends that the Housing Authority:

1. Adopt Resolution HA 2024-003, a resolution of the Housing Authority of the City of Palmdale, approving an amendment of Agreement No. 07-IIG-4212 (A-8212) with the State of California Department of Housing and Community Development for the Proposition 1-C Infill Infrastructure Grant Program; and,
2. Authorize the Executive Director or her designee to execute amendments and documents related to the Proposition 1-C Infill Infrastructure Grant Program Agreement with the State of California Department of Housing and Community Development, including, without limitation, the requested amendment.

BACKGROUND

The Community Redevelopment Agency of the City of Palmdale and Community Development Associates, Inc. entered into Agreement No. 07-IIG-4212 (A-8212) with the State of California Department of Housing and Community Development (HCD) on October 24, 2011, for the Proposition 1-C Infill Infrastructure Grant (IIG) Program. The funding received for the Proposition 1-C Infill and Infrastructure Grant Program was used for development of the infrastructure necessary for construction of the For sale Townhome Project and the Wright Brothers Court Apartment Project, located at 4th Street East and East Avenue Q.

The Agreement was amended on October 2, 2012, replacing the Community Redevelopment Agency of the City of Palmdale with the Housing Authority of the City of

Palmdale. The Agreement was next amended on February 23, 2023 with the following changes:

- STD 213A, Item 1 deleting Community Development Associates;
- STD Item 2, the Agreement term was changed to be 10/24/2011 through 12/31/2026;
- Exhibit A Performance Milestone Housing Schedule was updated extending the milestones through December 31, 2026;
- Exhibit B, Section 4 Completion Dates were revised; and,
- The Entire Exhibit E, Special Terms and Conditions were replaced.

DISCUSSION

The 2011 Agreement, as amended, requires the development of 46 affordable for sale townhomes on property owned by the Housing Authority of the City of Palmdale, as successor housing agency, (Housing Authority). The Housing Authority requested a Feasibility Study by Keyser Marston Associates of the cost of developing the affordable for-sale townhomes versus the proceeds that would be received from the sale of the townhomes and the subsidy required to meet the affordability requirement. The estimated financial gap of development of 46 affordable for-sale townhome units required \$15 million more than would be received in sales revenue for the townhome units.

Based on the Feasibility Study, the Housing Authority is requesting from HCD an amendment of the Agreement amending Exhibit A Section 2, the chart of housing to be developed and restricted on the Housing Authority property. The requested amendment would change the required housing from affordable for sale townhomes at 80% and 120% Income Limits (% of AMI) to affordable rental units at 60% Income Limits (% of AMI).

FISCAL IMPACT

\$0; There is no fiscal impact associated with this action.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

- C. Transform housing inventory to meet the changing lifestyle and market demands

Prepared by:	Sophia Reyes, Director of Neighborhood Services
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, Executive Director
Approved as to form:	William P. Curley, III, Authority Attorney

Report to Chair and Commissioners of the Housing Authority
Re: Adopt Resolution No. HA 2024-003
April 3, 2024
Page 3

ATTACHMENTS

Atch Resolution No. HA 2004-003

HOUSING AUTHORITY
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. HA 2024-003

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF
PALMDALE APPROVING AN AMENDMENT OF AGREEMENT 07-IIG-
4212 (A-8212) WITH THE STATE OF CALIFORNIA DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT FOR THE PROPOSITION
1-C INFILL INFRASTRUCTURE GRANT PROGRAM

WHEREAS, the City Council of the City of Palmdale (“City Council”) adopted the Redevelopment Plans for the Merged Redevelopment Projects (“Project Area”) on March 24, 1994, by Ordinance Nos. 1042, 1043, and 1044, which resulted in the allocation of property taxes from the Project Area to the former Community Redevelopment Agency of the City of Palmdale (“Redevelopment Agency”) for purposes of redevelopment. On May 4, 2011 the City Council adopted the Expansion Area Amendment by Ordinance No. 1418 adding additional territory to the Merged Project Area, and amending and restating the Redevelopment Plans into a single Amended and Restated Redevelopment Plan for the Merged Project Area (“Redevelopment Plan”). Project Area No. 2, Project Area No. 3, Project Area No. 4, and the Expansion Area collectively are referred to as the “Merged Project Area”); and

WHEREAS, the Housing Authority of the City of Palmdale (“Authority”) is implementing certain proposed uses in the Merged Project Area including low-income housing, which will aid in carrying out the Redevelopment Plan, pursuant to its obligations under Assembly Bill No. 26 (2011-2012 1st Ex. Sess.), as amended by Assembly Bill No. 1484 (2011-2012 Regular Session) and as further amended from time to time (collectively, the “Dissolution Bills”) wherein the Authority, as the designated entity, will perform the housing functions previously performed by the former Redevelopment Agency to carry out the purposes of the Redevelopment Plan and the Dissolution Bills; and

WHEREAS, the former Community Redevelopment Agency of the City of Palmdale and Community Development Associates, Inc. entered into Agreement 07-IIG-4212 (“Agreement”) with the State of California Department of Housing and Community Development (“HCD”) on October 24, 2011, for the Proposition 1-C Infill Infrastructure Grant (IIG) Program; and

WHEREAS, Amendment 1 to the Agreement was entered into on October 2, 2012 replacing the Community Redevelopment Agency of the City of Palmdale with the Housing Authority of the City of Palmdale; and

WHEREAS, Amendment 2 to the Agreement was entered into on February 23, 2023 amending STD 213A, Item 1 deleting Community Development Associates,

changing STD Item 2, the term of the agreement to be 10/24/2011 through 12/31/2026, Revising Exhibit A Performance Milestone Housing Schedule, Revising Exhibit B, Section 4 Completion Dates, and Replacing the Entire Exhibit E, Special Terms and Conditions

NOW THEREFORE, BE IT RESOLVED, THE HOUSING AUTHORITY OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The Housing Authority of the City of Palmdale, as successor housing agency (“Housing Authority”), is requesting an amendment of the Agreement amending Exhibit A Section 2, the chart of housing to be developed and restricted. The requested amendment would change the required housing from affordable for sale townhomes at 80% and 120% Income Limits (% of AMI) to affordable rental units at 60% Income Limits (% of AMI).

SECTION 2. The Housing Authority authorizes the Executive Director or their designee to execute amendments and documents related to the Proposition 1-C Infill Infrastructure Grant Program Agreement with the State of California Department of Housing and Community Development, including, without limitation, the requested amendment..

SECTION 3. The Authority Secretary shall certify to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this 3rd day of April, 2024.

Approved as to form:

Austin Bishop, Chair

ATTEST:

William P. Curley, III
Authority Attorney

Rochelle Scott,
Acting Authority Secretary

I, Rochelle Scott, Acting Authority Secretary of the Housing Authority of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the Housing Authority of the City of Palmdale at a special meeting of said Authority held on the 3rd day of April, 2024 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Rochelle Scott, Acting Authority Secretary

**MINUTES
CITY COUNCIL/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
MARCH 20, 2024**

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Bishop 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 BISHOP, MAYOR PRO TEM LOA, COUNCILMEMBERS
OHLSEN, BETTENCOURT, ALARCÓN COMMISSIONERS FRAGA-SAENZ,
BETTS**

PRESENT: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón, Dianne Betts, Christina Fraga-Saenz.

ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Loa led the pledge of allegiance.

City Manager Perez pulled Item 7.5 from the agenda to be heard at a later date.

4) PUBLIC COMMENT RULES:

5) PUBLIC COMMENTS:

**CONSENT CALENDAR(S), APPOINTMENT(S), NEW BUSINESS, AND CLOSED
SESSION:**

The following individuals provided public input: Linda London discussed maintaining the Boulders Mobile Home Parks; Michele Cuillerier spoke regarding unsupervised kids at the Boulders at the Lake; Gus Camacho commented in favor of Item 7.2 and the drop in sales at the auto mall; Eugene Hernandez made comments regarding Camacho Sales and Item 7.2; Roger Soderstedt commented regarding rent control at the Boulders Mobile Home Parks, Item 7.2, and townhall meetings in Council Districts; and Cei Cei discussed lighting at the Boulders Mobile Home Park, and Advancing Communities Together.

Mayor Pro Tem Loa refuted the comment that was made by Mr. Hernandez regarding the auto sales program.

Mayor Bishop closed the Public Comments.

Commissioner Fraga-Saenz and Betts recused themselves from Item 6.2.

6) HOUSING AUTHORITY CONSENT CALENDAR

6.1) Adopt Resolution No. HA 2024-002, a Resolution of the Housing Authority of the City of Palmdale declaring APNs 3006-008-921 and 3006-008-922 Exempt Surplus Land under the Surplus Land Act as amended.

6.2) Approve revision to the Housing Authority's self-imposed maximum space rent for income qualifying spaces for the Boulders Mobile Home Parks and authorize the Authority Executive Director or her designee to review and determine future increases to the maximum space rent for qualifying spaces and establish a subsidy program.

Councilmember Alarcon asked for clarification on allowing the Commissioners to speak as public members. City Attorney Curley provided clarification.

Commissioners Fraga-Saenz and Betts stepped away from the dais.

A motion was made and carried unanimously, with Commissioners Fraga-Saenz and Betts recused, to re-open the public comments.

Ms. Betts spoke regarding the removal of the space rent cap.

Mayor Bishop closed the public comments.

Neighborhood Services Director Reyes presented the staff report.

There was discussion among Council and staff regarding the increase in space rents, operational costs vs revenue, removal of the space rent cap, average costs of mobile home space rents in the Antelope Valley, implementation of a subsidy program, rental assistance, population of parks residents, sewer maintenance, lighting, repairing of playground, security, and park inspections, deferred maintenance of properties, financial uncertainty of residents, and implementation of annual feedback for tenants.

Motion: Continue item for two weeks.

Moved by Eric Ohlsen, seconded by Richard J. Loa.

Vote: Motion carried (4-1)

Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

No: Laura Bettencourt.

6.3) Approve the minutes from the previous meetings.

HA - January 24, 2024

HA - February 21, 2024

Motion: Approve all items as listed on the Consent Calendar except 6.2.

Moved by Christina Fraga-Saenz, seconded by Andrea Alarcón.

Vote: Motion carried (7-0)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón, Dianne Betts, Christina Fraga-Saenz.

Mayor Bishop adjourned the Housing Authority meeting at 6:16 pm.

7) CONSENT CALENDAR

7.1) Waive full reading of the Resolution(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) Adopt Resolution No. CC 2024-029, a Resolution of the City Council of the City of Palmdale approving the 2024 Palmdale Auto Mall Marketing Program.

Economic Development Manager Ramirez provided a detailed overview of the program.

There was Council and staff discussion regarding the allocation of funds, incentives to residents, revenue generated by the auto mall, sales tax breakdown, projected return on the investment of \$500K, small business support, use of Measure AV funds, and food distribution programs.

Motion: Adopt Resolution No. CC 2024-029, a Resolution of the City Council of the City of Palmdale approving the 2024 Palmdale Auto Mall Marketing Program.

Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (4-1)

Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt.

No: Andrea Alarcón.

7.3) Adopt Resolution No. CC 2024-025, a Resolution of the City Council of the City of Palmdale to accept the Los Angeles County Council of Governments Regional Homeless Coordination and Local Solutions Fund.

7.4) Approve Single Family Residential Rehabilitation Program for Minor Home Repair and Home Accessibility.

7.5) Adopt Resolution No. CC 2024-027, a Resolution of the City Council of the City of Palmdale approving the City Asset Naming and Renaming Policy.

7.6) Award Construction Agreement with Baker Electric & Renewables LLC for PN 753, North County ITS Expansion Project, Phase V, in the amount not-to exceed \$7,095,123 for a term of 220 working days from the date of Notice to Proceed.

7.7) Award Construction Agreement with California Commercial Pools for PN 886, Dry Town Water Park Lazy River Deck Replacement Project, in the amount of \$135,000 for a term of 20 working days from the date of Notice to Proceed.

7.8) Approve the minutes from the previous meetings.

CC/SA - March 6, 2024

Motion: Approve all items as listed on the Consent Calendar except 7.2 and removed 7.5 to be heard at a later date.

Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)

Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

8) PUBLIC HEARING

8.1) Adopt Resolution No. CC 2024-022, A Resolution of the City Council of the City of Palmdale calling special election regarding alteration of the Rate and Method of Apportionment of Special Taxes for the City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Facilities); Resolution No. CC 2024-023, A Resolution of the City Council of the City of Palmdale declaring results of special election in the City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Facilities), determining that alteration of the Rate and Method of Apportionment of Special Taxes for the District is lawfully authorized, and directing recording of Amended and Restated Notice of Special Tax Lien; and Resolution No. CC 2024-028, A Resolution of the City Council of the City of Palmdale authorizing execution of agreements relating to the issuance of Special Tax Bonds for the City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Facilities).

Acting City Clerk Scott read the title of Resolution Nos. CC 2024-022, CC 2024-023, and CC 2024-028.

Mayor Bishop asked if there were any written email protests from any owners of property in the District or registered voters who reside in the District, and Acting City Clerk Scott responded there were not.

Mayor Bishop opened the Public Hearing.

Public Testimony: None.

Mayor Bishop closed the Public Hearing.

Director of Operations Samson presented the staff report.

There was Council and staff discussion regarding the project.

Motion: Adopt Resolution No. CC 2024-022, A Resolution of the City Council of the City of Palmdale calling special election regarding alteration of the Rate and Method of Apportionment of Special Taxes for the City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Facilities)
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)

Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

Mayor Bishop requested that the ballot be opened, and Acting City Clerk Scott announced the ballot was voted "Yes."

Motion: Adopt Resolution No. CC 2024-023, A Resolution of the City Council of the City of Palmdale declaring results of special election in the City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Facilities), determining that alteration of the Rate and Method of Apportionment of Special Taxes for the District is lawfully authorized, and directing recording of Amended and Restated Notice of Special Tax Lien; and Resolution No. CC 2024-028, A Resolution of the City Council of the City of Palmdale authorizing execution of agreements relating to the issuance of Special Tax Bonds for the City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Facilities)
Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)

Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

9) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public input: Eugene Hernandez spoke regarding Camacho Auto Sales and the Library Board meeting; Vivienne Daniels asked about the reopening of 10th Street West, Avenue R, and the bus stop. Director of Public Works Glidden reported that Avenue R would be complete in November and provided an update on 10th Street East. Mayor Pro Tem Loa, as a Director of the Antelope Valley Transit Authority, assured Ms. Daniels the bus stop would be reinstalled.

The following individuals requested assistance for the Palmdale Knights, Youth Football Team (contact information: avknightsyouthfc@gmail.com and avyouthathletics.org): Raycine Ector, Tameisha Warner, Delorse Woods, Kristen Woods, Amin Uqdah, Sarah Sanders, Malikai Sanders, Coach Rommel, Gregory Grimes, and Rodney Woods.

The Council made comments in support of the Palmdale Knights Youth Football Team.

Marsha Furman commented on World War II, Memorial Day events, and supporting veterans.

10) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

Councilmember Bettencourt requested an update on road construction and reported on a meeting she attended on the Washington, D.C. trip that discussed the Military and Defense Family grant opportunities.

Mayor Pro Tem Loa reported on the Washington, D.C. trip and discussed meetings attended on sources of money for road improvements, followed by a meeting with the staff of Senator Padilla and Senator Butler. Also, he attended a meeting by the California League of Cities on mental health and fentanyl.

Mayor Bishop spoke about the benefits of attending the meetings during the Washington, D.C. trip and shared information about the federal grants related to roads and transportation.

Councilmember Ohlsen spoke about the improvements coming to Palmdale and the transportation revolution and provided an update on AB 2082 related to Palmdale Boulevard.

Councilmember Alarcon asked about the status of her request to add an agenda item for oral interpretation services.

Mayor Bishop announced he is honored and privileged to serve the City of Palmdale.

Mayor Pro Tem Loa commented regarding the Boots on the Ground event.

Marsha Furman spoke about the Honor Flights program located in Bakersfield.

11) CITY MANAGER'S REPORT

City Manager Perez reported on the following: Children's SpringFest and Egg Hunt at Marie Kerr Park March 23; Cesar Chavez Day event at Domenic Massari Park March 23; Fight Fentanyl Awareness Campaign and Spring Program March 26-28; SAVES Spring Basket Distribution; Veteran of the Year Award Nomination closes March 31; Local Artist call to participate in the Antelopes on Parade Contest; open application period for Certificate in Applied Positive Psychology (CAPP) Program; consideration of \$60M in road and infrastructure improvements at the next Council meeting.

12) PRESENTATION BY CITY ATTORNEY

City Attorney Curley confirmed the Closed Session items would be heard as listed.

12.1) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

U-Haul v. City of Palmdale

Case No. 22AVCV00439

This closed session is being held pursuant to the authority of California Government Code Section 54956.9.

12.2) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Attorney

Name: William P. Curley, III City

13) ANNOUNCEMENT BY CITY ATTORNEY

Closed Session was held from 7:38 pm – 8:49 pm.

City Attorney Curley announced on Item 12.1 that the Council was updated, and there was no reportable action.

City Manager Perez announced on Item 12.2 that the Council provided direction, and there was no reportable action.

14) ADJOURN

Mayor Bishop adjourned the meeting at 8:51 pm to April 3, 2024, at 5:00 pm in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 3rd day of April 2024.

Austin Bishop, Mayor

ATTEST:

Rochelle Scott, Acting City Clerk



City Council Staff Report

DATE: APRIL 3, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: OPERATIONS DEPARTMENT
FINANCE DIVISION

DISTRICT: ALL

SUBJECT: RECEIVE AND FILE THE MONTHLY INVESTMENT ACTIVITY
REPORT FOR FEBRUARY 2024

RECOMMENDATION

Staff recommends that the City Council receive and file the monthly investment activity reports for the City of Palmdale and Successor Agency for February 2024.

BACKGROUND

Pursuant to Section 16 of the City and Successor Agency Investment Policy, the City Treasurer shall prepare and present monthly and quarterly reports on investments to the City Manager/Executive Director and the City Council/Directors. The reports shall detail the type of investment, issuer's name, purchase date, date of maturity, amount of deposit, and interest rate. This information shall be provided for all City and Successor Agency pooled investments, as well as for Certificates of Participation, Revenue Bonds, Tax Allocation Bonds, Assessment Districts, and Community Facilities District accounts, which are managed by outside Fiscal Agents.

The monthly investment reports provide a synopsis of the investment activity for the City and Successor Agency. The reports provide information on assets, allocations, average maturities, yields, and book valuations. The interest rates presented are the most current rates available as of the date of this report.

The market values presented for pooled City and Successor Agency investments are based on closing prices for the related investment as of the date of this report. This information was obtained from the Wall Street Journal, Bloomberg Financial Markets, Capital Market Finances, or other reliable sources of market prices.

DISCUSSION

Compliance with Investment Policy

For February, the City's invested portfolio amount totaled \$317,891,216, a decrease of \$4,876,941 from the previous month and an increase of \$17,377,488 compared to last year. The monthly decrease results from a transfer of Local Agency Investment Fund during the month to cover monthly operations.

The par value of Successor Agency's portfolio as of February was \$11,902,688. The balance decreased by \$1,418,504 from last month due to debt obligation payment to the Warnack Foundation during the month.

All investments meet criteria appropriate to Section 8 of the Investment Policy. The portfolios are based on a combination of various investments, including CDs, Corporate Notes, U.S. Treasury Securities, and Government Agency Paper, each adhering to portfolio percentage limitations.

The Finance Division is the custodian for the City and Successor Agency's investment portfolio and follows the three main principles of both entities' investment policies 1) Investment in financial instruments that mitigate the risk of monetary losses stemming from market fluctuations; 2) Establish and maintain a portfolio that has sufficient liquidity to allow the City and Successor Agency to meet all anticipated cash requirements; and 3) Seek out investment instruments that provide a competitive market rate of return.

Liquidity

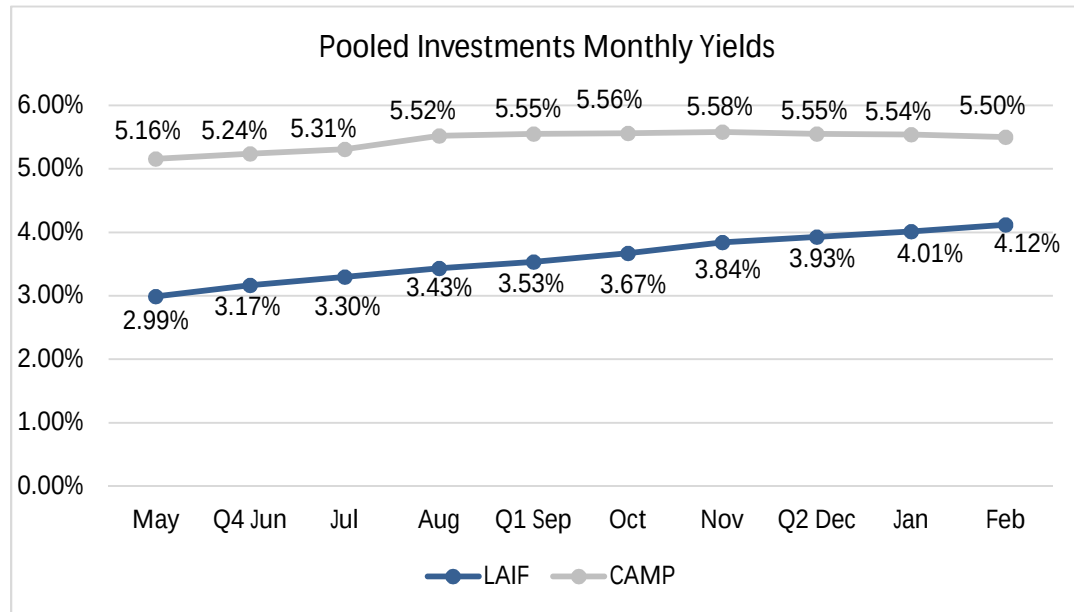
One core approach the Finance Division focuses on is providing liquidity to measure up to the City and Successor Agency's operational requirements. Thus, the Finance Division invests in two pooled funds, Local Agency Investment Fund (LAIF) and California Asset Management Program (CAMP). These are intended for daily operational activities and used for economic uncertainties and maintenance needs. The pooled funds provide a higher liquidity ratio to ensure the City and Successor Agency meet cash flow requirements.

The total LAIF balance for the City at the end of February is \$120,013,401, a decrease of \$10,000,000 from the prior month due to a transfer to the general fund to meet operating expenditures.

Successor Agency LAIF balance at the end of February was \$6,283,347. No changes were reported from the prior month.

CAMP's balance for the City at the end of February was \$20,372,951 compared to the January balance of \$15,288,256. The increase is due to a transfer made to CAMP from General bank, and interest earned during the month.

The interest rates presented are the most current rates available as of the date of this report. As of February 29, 2024, the interest rates for LAIF and CAMP investments were at 4.122 percent and 5.50 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of January were 4.012 percent and 5.54 percent. This time last year, LAIF and CAMP rates were at 2.624 percent and 4.73, respectively.



The chart above shows the Local Agency Investment Fund and California Asset Management Program's average monthly yields beginning May 2023 through February 2024. The difference between the performance of the two funds is partly due to the varying pool characteristics. CAMP's portfolio composition is more prone to market volatility, resulting in performance variations.

Diversity

The Finance Division aims to diversify the investment portfolios to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

The City and Successor Agency's investment portfolios remain strongly diversified. The monthly and quarterly report includes all investments held by both entities and current book values as of February 29, 2024.

The City and Successor Agency is expected to have sufficient sums of money to meet their expenditure requirements for the next six months. The Finance Division will continue to monitor current economic conditions and the impact on interest rates.

Attached are summaries of the investments in the City and Successor Agency's books as of February 29, 2024.

FISCAL IMPACT

There is no fiscal impact associated with the recommended actions 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:	Gohar Avetisyan, Senior Financial Analyst
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Rpt. Monthly Investment Reports Feb 2024

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
FEBRUARY 29, 2024

CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	FDIC Number	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
<u>U.S. TREASURY SECURITIES</u>					Yield			
05-31-19	04-30-24	CITY	9128286R6 U.S. Treasury Note		2.03	5,000,000.00	5,051,650.00	4,870,312.50
03-19-21	12-31-25	CITY	9128285T3 U.S. Treasury Note		2.63	3,000,000.00	3,260,634.36	2,856,570.00
05-11-21	02-28-26	CITY	9128286F2 U.S. Treasury Note		0.66	3,000,000.00	3,261,331.50	2,843,100.00
05-11-21	12-31-24	CITY	9128283P3 U.S. Treasury Note		0.40	3,000,000.00	3,200,040.56	2,872,020.00
07-12-21	12-31-25	CITY	9128285T3 U.S. Treasury Note		2.63	5,000,000.00	5,451,958.35	4,760,950.00
12-17-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note (UBS)		0.85	10,000,000.00	10,045,505.25	9,410,200.00
12-22-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note		0.88	5,000,000.00	5,018,208.38	4,705,100.00
12-20-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note (Stifel)		1.00	5,000,000.00	5,017,187.50	4,705,078.10
03-08-23	03-31-26	CITY	9128286L9 U.S. Treasury Note (UBS)		2.25	3,200,000.00	3,029,330.80	3,010,496.00
01-03-24	12-31-26	CITY	912828YX2 US TSY NOTE		0.04	5,000,000.00	4,696,880.23	4,696,880.23
01-03-24	06-30-27	CITY	91282CEW7 US TSY NOTE		0.04	5,000,000.00	4,897,630.28	4,897,630.28
01-03-24	09-30-27	CITY	91282CFM8 US TSY NOTE		0.04	2,500,000.00	2,523,771.66	2,523,771.66
01-08-24	02-15-26	CITY	91282CGL9 US TRY NOTE		0.04	5,000,000.00	4,987,205.23	4,987,205.23
01-08-24	06-15-26	CITY	91282CHH7 US TSY NOTE		0.04	5,000,000.00	5,001,760.94	5,001,760.94
TOTAL U.S. TREASURY SECURITIES						\$ 64,700,000.00	\$ 65,443,095.04	\$ 62,141,074.94
<u>GOVERNMENT AGENCY PAPER</u>								
06-10-20	06-16-25	CITY	3133ELK37 Federal Farm Credit		0.78	5,000,000.00	5,000,000.00	4,604,401.25
08-07-20	05-06-24	CITY	3133EL2X1 Federal Farm Credit		0.42	2,000,000.00	2,000,000.00	1,914,808.08
08-27-20	11-27-24	CITY	3134GWNG7 Freddie Mac Domestic		0.50	2,000,000.00	2,000,000.00	1,867,580.54
04-01-21	04-01-25	CITY	3133EMUP5 Fed Farm Credit		0.71	5,000,000.00	5,000,000.00	4,629,334.75
05-11-21	09-04-25	CITY	3133EJYM5 FFCB Bond		0.59	1,000,000.00	1,103,275.25	963,220.00
05-11-21	09-04-25	CITY	3133EJYM5 FFCB Bond 0.57		0.57	2,000,000.00	2,208,460.00	1,926,440.00
06-04-21	11-07-25	CITY	3135G06G3 Fannie Mae		0.55	3,000,000.00	2,993,675.25	2,718,300.00
06-04-21	08-01-24	CITY	3130AMHH8 FHLB NOTE		0.41	4,000,000.00	4,000,000.00	3,784,890.08
06-07-21	06-07-24	CITY	3130AMQR6 FHLB NOTE		0.35	3,000,000.00	3,000,000.00	2,857,869.93
06-30-21	12-30-25	CITY	3130AMRQ7 FHLB NOTE		0.88	3,000,000.00	3,000,000.00	2,724,400.26
07-29-21	04-29-26	CITY	3130AN5C0 FHLB NOTE		1.05	4,000,000.00	4,010,455.13	3,606,160.00
12-17-21	11-12-25	CITY	3134GXBM5 FHLMC Note		1.15	1,150,000.00	1,125,785.50	1,036,575.50
12-17-21	12-30-24	CITY	3130AQDY6 FHLB		1.00	6,750,000.00	6,750,000.00	6,327,843.39
12-17-21	06-23-25	CITY	3133ENHW3 FFCB		1.17	10,000,000.00	10,000,000.00	9,275,883.70
12-20-21	07-30-25	CITY	3136G4ZP1 FANNIE MAE		0.65	3,500,000.00	3,444,175.00	3,203,308.12
12-20-21	09-24-25	CITY	3134GWUG9 FREDDIE MAC		0.57	10,000,000.00	9,806,600.00	9,088,861.70
12-21-21	12-22-26	CITY	3133ENJC5 FFCB		1.29	5,000,000.00	5,000,000.00	4,487,676.35
01-14-22	01-14-25	CITY	3130AQEA7 FHLB		1.05	7,000,000.00	7,000,000.00	6,561,152.22
06-29-22	08-12-25	CITY	3133EL3P7 Federal Farm Credit Bank		3.34	1,810,000.00	1,660,349.20	1,650,002.84
06-29-22	03-28-25	CITY	3130A5DH9 Federal Home Loan Bank		3.34	1,950,000.00	1,937,715.00	1,873,133.09
06-24-22	02-26-27	CITY	3130AL5A8 Federal Home Loan Bank		3.33	5,000,000.00	4,479,000.00	4,355,784.25
08-17-22	10-27-26	CITY	3134GW4C7 Freddie Mac Global Unsecured		0.80	5,000,000.00	4,539,500.00	4,429,309.65
01-06-23	02-25-27	CITY	3130AQRH8 Federal Home Loan Bank		4.38	5,000,000.00	4,590,638.89	4,571,978.55
01-06-23	04-19-27	CITY	3130ARHJ3 Federal Home Loan Bank		4.38	5,000,000.00	4,801,354.86	4,742,725.40
05-18-23	05-18-27	CITY	3133EPKC8 Federal Farm Credit Bank Unsec		5.39	5,000,000.00	5,000,000.00	4,949,700.35
06-05-23	05-30-28	CITY	3133EPLE3 Federal Farm Credit Bond		4.67	2,815,000.00	2,822,746.50	2,753,942.65
09-21-23	03-21-24	CITY	3130AXAP3 FEDL HOME LOAN BANK BOND		5.75	4,750,000.00	4,746,437.50	4,747,196.18
TOTAL GOVERNMENT AGENCY PAPER						\$ 113,725,000.00	\$ 112,020,168.08	\$ 105,652,478.83

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
FEBRUARY 29, 2024

CERTIFICATES OF DEPOSIT

01-04-24	06-15-26	CITY	05580A4Y7 BMW BK OF NA NA	4.03	240,000.00	243,434.40	243,434.40
01-04-24	11-30-27	CITY	46656MVH1 JPMORGAN CHASE BK DE US RT	4.76	240,000.00	242,022.91	242,022.91
01-04-24	12-28-28	CITY	09582YAV4 BLUE RIDGE BK NA VA US RT	4.09	240,000.00	240,948.00	240,948.00
TOTAL CERTIFICATES OF DEPOSIT					\$ 720,000.00	\$ 726,405.31	\$ 726,405.31

CORPORATE NOTES

05-17-23	03-01-26	CITY	30231GAT9 EXXON MOBIL CORPORATION	3.04	1,000,000.00	982,084.11	955,987.20
05-17-23	03-02-26	CITY	194162AQ6 COLGATE-PALMOLIVE CO GLOBAL	4.80	1,000,000.00	1,035,553.33	1,003,302.97
05-17-23	01-26-26	CITY	742718FY0 PROCTER & GAMBLE CO/THE GLOGAL	4.10	1,000,000.00	1,018,471.67	987,613.50
01-04-24	07-27-26	CITY	61761J3R8 MORGAN STANLEY	4.70	500,000.00	481,185.25	481,185.25
01-04-24	06-15-26	CITY	46625HRS1 JPMORGAN CHASE & CO NTS	4.52	500,000.00	484,840.25	484,840.25
01-04-24	03-02-28	CITY	718172CE7 PHILIP MORRIS INTL INC	4.49	500,000.00	474,395.25	474,395.25
01-04-24	04-01-27	CITY	808513BW4 CHARLES SCHWAB CORP NTS	4.68	500,000.00	479,390.25	479,390.25
01-09-24	06-02-26	CITY	11271LAA0 BROOKFIELD FIN INC NTS	5.13	500,000.00	490,115.25	490,115.25
01-09-24	11-28-28	CITY	05565QDH8 BP CAPITAL MARKETS PLC	4.48	500,000.00	483,460.25	483,460.25
01-09-24	01-28-26	CITY	06406RAQ0 BK OF NY MELLON CORP NTS	4.52	500,000.00	463,355.25	463,355.25
01-09-24	07-09-27	CITY	22550L2K6 CREDIT SUISSE NEW YORK NTS	4.92	500,000.00	500,910.25	500,910.25
01-09-24	08-15-28	CITY	797440CE2 SAN DIEGO G & E NTS	4.49	500,000.00	509,340.25	509,340.25
01-09-24	07-01-27	CITY	75973QAA5 RENAISSANCERE FIN	5.01	500,000.00	475,470.25	475,470.25
01-09-24	01-27-26	CITY	780082AD5 ROYAL BK OF CANADA NTS	4.97	500,000.00	496,930.25	496,930.25
TOTAL CORPORATE BONDS					\$8,500,000	\$8,375,502	\$ 8,286,296.42

STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND

09-01-84	n/a	CITY ACCOUNT	98-19-620	0.78	54,243,161.38	54,243,161.38	54,243,161.38
06/23/08	n/a	PCA ACCOUNT	40-19-060	0.78	42,307,274.55	42,307,274.55	42,307,274.55
	n/a	ARPA ACCOUNT	19-19-004	0.78	23,462,965.39	23,462,965.39	23,462,965.39
TOTAL LAIF ACCOUNTS					\$ 120,013,401.32	\$ 120,013,401.32	\$ 120,013,401.32

CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM

6080-01	n/a	CITY ACCOUNT	6080-01	0.30	20,372,950.83	20,372,950.83	20,372,950.83
TOTAL CAMP ACCOUNTS					\$ 20,372,950.83	\$ 20,372,950.83	\$ 20,372,950.83

UBS FINANCIAL SERVICES

n/a	n/a	CITY ACCOUNT		0.00	698,608.88	698,608.88	698,608.88
TOTAL UBS FINANCIAL SERVICES ACCOUNTS					\$ 698,608.88	\$ 698,608.88	\$ 698,608.88
TOTAL CITY INVESTMENTS					\$ 328,729,961.03	\$ 327,650,131.32	\$ 317,891,216.53

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
FEBRUARY 29, 2024

LIBRARY INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
<u>STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND</u>					
11-20-84	n/a	LIBRARY	16-19-012	0.78	13,024.31
TOTAL LIBRARY INVESTMENTS					\$ 13,024.31

FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
<u>SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
05-10-95	n/a	BOND	95421220	0.35	113.64
05-10-95	n/a	IMPROVEMENT	95421222	0.10	165,162.28
City Held Cash	(Fund 736-114000)	(\$255,912.67)	TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1		\$ 165,275.92

BOND PROCEEDS

BITTER 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	0.00
04-06-95	n/a	IMPV-ACQUI	95420884	0.01	2,755,967.79
04-06-95	n/a	BOND	95420887	0.15	0.15
City Held Cash	(Fund 738-114000)	(\$1,000,675.82)	TOTAL BITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1		\$ 2,755,967.94

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	319,376.00
08-01-19	n/a	RESERVE	242969003	0.00	1,447,036.14
08-01-19	n/a	SP TAX - REFUNDING BC	242969004	0.01	15,150.65
City Held Cash	(Fund 734-114000)	\$1,783,564.45	TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1		\$ 1,781,562.79

City Held Cash (Fund 735-114000) \$1,441,612.06

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
FEBRUARY 29, 2024

FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
<u>2005 \$7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
	n/a	SPEC TRB SER A/B	251009000	0.01	148,477.82
	n/a	RESERVE FUND	251009001	0.01	654,734.23
City Held Cash					
TOTAL 2005 \$7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021					\$ 803,212.05
BOND PROCEEDS					
<u>2006-1 Godde Hill Estate Sewer Improvements LOIB</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
11-08-06	n/a	REDEMPTION FUND	106844000	0.01	67,306.03
11-08-06	n/a	ADM EXP	106844002	0.01	1,699.54
11-08-06	n/a	RESERVE FUND	106844003	0.01	91,000.00
City Held Cash (Fund 739-114000) \$148,463.49					
TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB					\$ 160,005.57
BOND PROCEEDS					
<u>2012 PFA \$8.7M LEASE REVENUE BONDS</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
12-19-12	n/a	REVENUE FD	201546000	0.00	6.28
12-19-12	n/a	INTEREST ACCOUNT	201546001	n/a	0.00
12-19-12	n/a	PRINCIPAL ACCOUNT	201546002	n/a	0.00
TOTAL 2012 PFA \$8.7M LEASE REVENUE BONDS					\$ 6.28
<u>2013 HA PALMDALE TRANSIT VILLAGE HOMES LLC ESCROW</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
10-11-13	n/a	ESCROW FUND	206455000	0.00	2,979,550.20
TOTAL 2013 HA TRANSIT VILLAGE HOMES ESCROW					\$ 2,979,512.65
<u>2015 HA DEBT SERVICE RESERVE</u>					
Fiscal Agent: Bank of America					
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08	40,004.00
TOTAL 2015 HA DEBT SERVICE RESERVE					\$ 40,004.00

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
FEBRUARY 29, 2024

FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
<u>PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND</u>					
05-23-18	n/a	CITY	104790895775 Public Agency Retirement Services	2.60	8,223,593.05
TOTAL PARS PENSION TRUST FUND					\$ 8,223,593.05
BOND PROCEEDS					
<u>2015 HA \$4.3M MULTIFAMILY HOUSING REVENUE BONDS</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
09-03-15	n/a	BOND FUND	277067000	0.00	124,477.69
09-03-15	n/a	INTEREST ACCT	277067001	0.01	7.06
09-03-15	n/a	BOND RESERVE	277067003	0.00	281,018.54
09-03-15	n/a	REPAIR & REPLACE FUN	277067004	0.00	1,274,901.77
TOTAL 2015 HA \$4.3M MULTIFAMILY HOUSING REVENUE BONDS					\$ 1,680,405.06
BOND PROCEEDS					
<u>2017 PFA \$17.4M LEASE REVENUE BONDS</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
04-05-17	n/a	REVENUE FUND	271128000	0.00	3.01
04-05-17	n/a	PRINCIPAL ACCT	271128002	n/a	0.00
TOTAL 2017 PFA \$17.4M LEASE REVENUE BONDS					\$ 3.01
BOND PROCEEDS					
<u>2023 A&B SERIES B ACQUISITION & CONSTRUCTION REVENUE BOND</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
11-30-23	n/a	INTEREST	248041001		\$ 2,571,010.11
12-01-23	n/a	RESERVE	248041003		\$ 3,356,405.60
11-30-23	n/a	REVENUE FUND	248041004		\$ 19,440,167.78
11-30-23	n/a	COST OF ISSUANCE	248041005		\$ 4,870.69
11-30-23	n/a	INTEREST	248041007		\$ 450,921.44
11-30-23	n/a	REVENUE FUND	248041008		\$ 13,700,118.24
TOTAL 2023 A&B SERIES B ACQUISITION & CONSTRUCTION REV BOND					\$ 39,523,493.86
BOND PROCEEDS					
<u>2012 LEASE REVENUE REFUNDING ESCROW</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
11-30-23	n/a	ESCROW REFUND	25992900		\$ -
TOTAL 2012 LEASE REVENUE REFUNDING ESCROW					\$ -
Total City Held Cash (XXX-114000)				\$2,117,051.51	
GRAND TOTAL - FISCAL AGENT CASH					\$ 57,309,830.13

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
FEBRUARY 29, 2024

SUMMARY OF CASH AND INVESTMENTS
Page 1 of 1

Cash on Hand			\$	11,430,968
Pooled Cash Investments				
City:	\$	329,027,569		
Insur Fund:		(\$11,136,352)	\$	317,891,217
Library Investments				<u>\$13,024</u>
Subtotal			\$	329,335,209
City/AD/CFD/PCA/PFA/HA				
Fiscal Agent Cash			\$	<u>57,309,830</u>
Grand total			\$	<u><u>386,645,039</u></u>

The interest rate quoted on LAIF, AIM, and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF & AIM interest rates are as of February 29, 2024.

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
FEBRUARY 29, 2024
CITY OF PALMDALE

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF), CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP), & UBS FINANCIAL SERVICES
February 29, 2024

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
<u>CITY ACCOUNT 98-19-620</u>				
Beginning Balance				\$ 54,243,161.38
Subtotal	\$ -	\$ -	\$ -	\$ 54,243,161.38
<u>PCA ACCOUNT 40-19-060</u>				
Beginning Balance				\$ 52,307,274.55
02-16-24		\$ (10,000,000.00)		
Subtotal	\$ -	\$ (10,000,000.00)	\$ -	\$ 42,307,274.55
<u>LIBRARY ACCOUNT 16-19-012</u>				
Beginning Balance				\$ 13,024.31
Subtotal	\$ -	\$ -	\$ -	\$ 13,024.31
<u>ARPA ACCOUNT 19-19-004</u>				
Beginning Balance				\$ 23,462,965.39
Subtotal	\$ -	\$ -	\$ -	\$ 23,462,965.39
<u>CAMP - CALIFORNIA ASSET MANAGEMENT PROGRAM</u>				
Beginning Balance				\$ 15,288,256.43
02/06/24	\$ 5,000,000.00			
02/29/24			\$ 84,694.40	
Subtotal	\$ 5,000,000.00	\$ -	\$ 84,694.40	\$ 20,372,950.83
<u>UBS Financial Services</u>				
Beginning Balance				\$ 660,245.04
02-29-24			\$ 151,013.84	
02/29/24		\$ (112,650.00)		
Subtotal	\$ -	\$ (112,650.00)	\$ 151,013.84	\$ 698,608.88
Total	\$ 5,000,000.00	\$ (10,112,650.00)	\$ 235,708.24	\$ 141,097,985.34

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
FEBRUARY 29, 2024

POOLED CASH - INVESTMENTS PURCHASED

February 29, 2024

TN = US Treasury
FP = Federal Paper
CD = Certificate of Deposit
CN = Corporate Notes

ISSUER	PURCHASE DATE	CN = Corporate Notes	MATURITY DATE	FACE VALUE	PREMIUM / (DISCOUNT)	PURCHASE PRICE	ACCRUED INTEREST PURCHASED	NET PURCHASE	Yield
					-			\$ -	
					-			\$ -	
					-			\$ -	
					-			\$ -	
					-			\$ -	
					-			\$ -	
				\$ -	\$ -	\$ -	\$ -	\$ -	

Total Number of Transactions:

0

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
February 29, 2024

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	INVESTED AMOUNT	TOTAL
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND						
09-01-84	n/a	SA ACCOUNT	65-19-035	0.78	6,283,347.00	
						<u>\$ 6,283,347.00</u>
FISCAL AGENT CASH						
BOND PROCEEDS						
<u>CRA - 2002 Sub Lien Tax Allocation Bonds \$5.3M (\$5,329,748.25)</u>						
Fiscal Agent: U.S. Bank National Association						
08-20-02	n/a	RESERVE FUND	94460700	2.54	529,974.02	
08-20-02	n/a	INTEREST ACCT	94460701	0.04	17,966.06	
08-20-02	n/a	PRINCIPAL ACCT	94460702	0.04	128.61	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds \$5.3M (\$5,329,748.25)						<u>\$ 548,068.69</u>
BOND PROCEEDS						
<u>2016 SA \$31.5M Tax Allocation Refunding Bonds Series A</u>						
Fiscal Agent: U.S. Bank National Association (fka First Trust)						
04-26-16	n/a	DEBT SERVICE	245113000	0.00	1,143,200.00	
04-26-16	n/a	INTEREST ACCT	245113001	N/A	0.00	
TOTAL 2016 SA \$31.5M Tax Allocation Refunding Bonds Series A						<u>\$ 1,143,200.00</u>
GRAND TOTAL - FISCAL AGENT CASH						<u><u>\$1,691,269</u></u>

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	\$ 3,928,072
Pooled Cash Investments	\$ 6,283,347
Successor Agency Fiscal Agent Cash	\$ 1,691,269
Grand total	<u><u>\$ 11,902,688</u></u>

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF interest rates are as of February 29, 2024.

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF)
February 29, 2024

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
<u>SA ACCOUNT 65-19-035</u>				
Beginning Balance				\$ 6,283,347.00
Subtotal	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,283,347.00</u>



City Council Staff Report

DATE: APRIL 3, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: OPERATIONS DEPARTMENT
FINANCE DIVISION

DISTRICT: ALL

SUBJECT: APPROVE THE THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH LANCE, SOLL, & LUNGHARD, LLP FOR AN ADDITIONAL AMOUNT OF \$110,000, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$347,400 FOR THE REMAINDER OF THE TERM THROUGH MARCH 30, 2026

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Third Agreement to Professional Services Agreement A-7459 with Lance, Soll, & Lunghard, LLP for an additional amount of \$110,000, for a total not to exceed amount of \$347,400 for the remainder of the term through March 30, 2026; and,
2. Authorize the City Manager or her designee to execute the Agreement No. A-7459 with Lance, Soll, & Lunghard, LLP, including minimal and/or non-substantial changes.

BACKGROUND

On August 1, 2021, the City entered into an agreement with Lance, Soll, & Lunghard LLP, a Certified Public Accounting (CPA) firm, to provide implementation and ongoing support of CaseWare, a software that streamlines the production of the City's Annual Comprehensive Financial Reports (ACFR). CaseWare was fully implemented in Fiscal Year 2021-22. With the ongoing support and use of customized templates within the software, the City has been able to automate processes that have resulted in a reduction in staff time and manual processes, standardized statement presentation, and reduced risk of error in statements. These automations have positively impacted the annual financial audit by decreasing the timeline for completion.

DISCUSSION

The third amendment to the agreement is being requested to provide ongoing professional service support hours to assist in the completion of the City's Annual Comprehensive Financial Report (ACFR), as well as the component unit reports for the Housing Authority of the City of Palmdale, the Palmdale Civic Authority, the Palmdale Financing Authority, and the Palmdale Community Foundation for FY 2024-25 and FY 2025-26. Support hours are billed as incurred; therefore, the City will only be charged for used hours of service.

Lance, Soll & Lunghard, LLP is the largest accounting firm in Orange County, California, and has been in business for 95 years. Their knowledge and expertise will continue to benefit the City, solidifying our financial strength and positioning us for future growth and stability. They have extensive experience in financial reporting, getting the most out of CaseWare, automating accounting processes, and providing support and training to California cities, counties, school districts, and other special districts.

FISCAL IMPACT

\$110,000; funds are budgeted and available for FY 2023-24 in account 10115001-721960. Ongoing costs will be proposed for appropriation in the annual budget for future years.

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.

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

Prepared by:

Certified as to availability of Funds:

Approved by:

Approved as to form:

Bilkeyshia Jester, Senior Financial Analyst

Janelle Samson, Director of Operations

Ronda Perez, City Manager

William P. Curley, III, City Attorney

ATTACHMENTS

Agrmt No. A-7459 Third Amendment with Lance, Soll, Lunghard.LLP

**3RD AMENDMENT TO AGREEMENT A-7459
BETWEEN THE CITY OF PALMDALE AND LANCE, SOLL & LUNGHARD LLP**

This 3RD Amendment to Agreement No. A-7459 ("Agreement") is made and entered into by and between the City of Palmdale (hereinafter called "CITY") and LANCE, SOLL & LUNGHARD LLP (hereinafter called "CONSULTANT"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on April 01, 2021 ("Original Agreement") the CITY and CONSULTANT entered into an agreement to provide:

CaseWare ACFR Template Implementation, Training and Support for the City of Palmdale.

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

Amend Section 9, Compensation, of the Agreement to increase the total price by \$110,000. This will bring the not-to-exceed amount to \$347,400. The additional funds will cover on-site consulting services related to the preparation of the City's FY 2024-25 and FY 2025-26 Annual Comprehensive Financial Report (ACFR), as well as Caseware support hours.

NOW THEREFORE, the parties agree as follows:

Increase the total price by \$110,000.00, for a not to exceed amount of \$347,400.00.

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:

LANCE, SOLL & LUNGHARD LLP:

RONDA PEREZ
CITY MANAGER

JS

Signed: 2/29/2024

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

Gail Gray

Signed: 3/4/2024

GAIL GRAY
TECHNOLOGY PARTNER

ADDRESS FOR NOTICE:
LANCE, SOLL & LUNGHARD LLP
203 N. Brea Blvd. Suite 203
Brea, Ca 92821

APPROVE AS TO FORM:

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
Acting 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

Record of Signing

For
Name
Title

JS

Signed on 2024-02-29 21:40:35 GMT

Secured by Concord™
DocumentID: 02vrwggqx7XEEIFJCL1Smc
SigningID: 02vrwggql26hkZMlxRIDD
Signing date: 2/29/2024
IP Address: 206.171.111.149
Email: jsamson@cityofpalmdale.org

For
Name
Title

Gail Gray

Signed on 2024-03-04 21:54:52 GMT

Secured by Concord™
DocumentID: 02vrwggqx7XEEIFJCL1Smc
SigningID: 02vuEOVyHX9FjemUFejPEz
Signing date: 3/4/2024
IP Address: 135.26.103.86
Email: gail.gray@lscpas.com



Signed with www.concordnow.com



City Council Staff Report

DATE: APRIL 3, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: OPERATIONS DEPARTMENT
FINANCE DIVISION

DISTRICT: ALL

SUBJECT: APPROVE FY 2023-24 BUDGET ADJUSTMENTS

RECOMMENDATION

Staff recommends that the City Council:

1. Approve FY 2023-24 budget adjustments.

BACKGROUND

On June 21, 2023, the City Council approved the FY 2023-24 Annual Operating and Maintenance Budget and Capital Improvement Program. On February 21, 2024 the City Council approved mid-year budget adjustments. Since budget adoption and the approval of mid-year budgets, financial needs not accommodated by the current budget have been identified and need to be incorporated into the FY 2023-24 budget.

DISCUSSION

In an effort to continue promoting growth in the City of Palmdale, develop and foster relationships at the federal, state, and local levels, and identify funding for key initiatives, the City Manager is requesting an increase in appropriations for each council district in the amount of \$2,000, for a total increase in appropriations of \$10,000.

FISCAL IMPACT

\$10,000; funds are to be budgeted for FY 2023-24 in City Council accounts 10110001-710000 for each council district. Funds are to be transferred from unappropriated general fund balance.

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

Prepared by:	Janelle Samson, Director of Operations
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

None.



City Council Staff Report

DATE: APRIL 3, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PARKS AND RECREATION DEPARTMENT

DISTRICT: ALL

SUBJECT: ADOPT RESOLUTION NO. CC 2024-027, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE CITY ASSET NAMING AND RENAMING POLICY

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2024-027, a Resolution of the City Council of the City of Palmdale Asset Naming and Renaming Policy.

BACKGROUND

The City owns and operates assets that are symbolic of community pride and identity. Establishing a procedure that governs naming and renaming practices has become prudent and provides a process for public input. It is common practice for public agencies to establish a policy to govern naming. The intent of this policy is to guide the naming process objectively and aid in selecting names suitable for the unique nature of City property.

DISCUSSION

The City of Palmdale is also committed to providing a fair, consistent, and efficient process while respecting the critical need for public input and legislative approval. The proposed policy establishes guidelines to best serve the City's interests and ensure a worthy and enduring legacy for the City. A City asset includes parks, facilities, streets, and amenities. This policy outlines the criteria, conditions, and procedures that govern the naming and remaining of City assets to maintain their integrity and recognize outstanding community contributions. The proposed policy has been prepared to include best practices and trends among other agencies.

FISCAL IMPACT

The City may receive financial or in-kind donations that may warrant recognizing the donor for their contribution. The expenses associated with installing or removing naming-related infrastructure or materials will be evaluated on a project-by-project basis, subject to City Council-adopted funding and Palmdale Municipal Code purchasing policies.

STRATEGIC PLAN

Goal IV: Maintain a desirable community where everyone wants to live, work and play.

B. Provide inclusive access to a variety of supportive services that build a resilient and healthy community.

Prepared by:	Keri Smith, Director of Parks and Recreation
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Reso. No. CC 2024-027
Exh A City Asset Naming and Renaming of Policy

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE
CITY ASSET NAMING AND RENAMING POLICY

WHEREAS, *the City Council has an interest in establishing consistent procedures whereby City assets may be named or renamed; and*

WHEREAS, *it is common practice for public agencies to establish a naming and renaming policy to govern assets; and*

WHEREAS, *the City owns and operates assets that are symbolic of community pride and identity. This policy will aid in the selection of names suitable for the unique nature of City assets; and*

WHEREAS, *the City Council is committed to providing a fair, consistent, and efficient process while respecting the critical need for public input and legislative approval; and*

WHEREAS, *the policy outlines the criteria, conditions, and procedures that govern the naming and remaining of City assets to maintain their integrity and recognize outstanding community contributions.*

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. *The attached Exhibit A, City Asset Naming and Renaming Policy is hereby adopted and effective immediately.*

SECTION 2. The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED and ADOPTED this _____ day of _____, _____.

Approved as to form:

Austin Bishop, Mayor

ATTEST:

William P. Curley, III
City Attorney

Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting 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 _____ day of _____, 20__ by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Rochelle Scott, Acting City Clerk

EXHIBIT A

City of Palmdale

City Asset Naming and Renaming Policy

A. PURPOSE

1. To establish uniform guidelines for naming and renaming City assets to best serve the City's interests and to ensure a worthy and enduring legacy. This policy outlines the criteria, conditions, and procedures that govern the naming and renaming process to maintain their integrity and recognize outstanding community giving while acknowledging public investments.

B. POLICY

1. The City will adopt a name for City assets based on one or more of the following criteria:
 - i. Location. As a general policy, a name should assist the public in identifying its location. The City shall first consider the name of the nearby neighborhood, landmark, geographical identification, natural or topographical features, and adjacent schools and streets; or
 - ii. Historical Significance. Names that have recognizable historical significance associated with Palmdale. Examples include the history of a major event, place, or person that plays a vital role in preserving and honoring a community's history; or
 - iii. Outstanding Individuals. This category is designed to honor those who have served the City in an exceptional and distinguished manner, and as such, an asset of commensurate value may be selected. Recognition is acceptable should their contribution be deemed of major significance to benefit the City. Naming or renaming a City asset for an individual is encouraged for those persons whose significance and good reputation have been accepted in the community or City; and/or state or national history; or
 - iv. Major Donations. Financial contributions to the City may warrant acknowledging the funding source through naming or renaming. Such donations will require a donation agreement to address the use of the funds, length of naming recognition, and continued maintenance and operations costs.

C. GUIDING PRINCIPLES

1. General Provisions
 - i. The City will also consider the following when considering nominations for naming or renaming of a City asset:
 - a. Nominations that portray depictions, words, or phrases that the City reasonably deems to be harmful, controversial, or otherwise do not support the guiding principles stated in this policy will not be considered.

- b. Generally, an asset shall not be named after a public official or private individual unless that person is deceased. The naming of a City asset in honor of a deceased person shall generally not occur until after a minimum waiting period of one year.
 - c. Generally, the naming of ancillary features or rooms may have names that differ from that of the entire property. These names shall be subject to the same criteria within this policy but may be more generously applied commensurate with the value of the named feature.
 - d. If multiple donors share in the contribution, the City shall favor a functional title for the asset with plaques honoring those who contributed.
 - e. If a civic group provides the contribution, only those whose mission statement is compatible with City goals and objectives shall be considered.
 - f. No City asset shall be named after an elected official while that official remains in public office, and naming an asset after an elected official while in office will only be considered under extraordinary circumstances.
 - g. Names shall not be subject to change unless the name has been in effect for 10 years or more and, after review the proposed new name is found to be more appropriate than the existing name based on the criteria in this policy.
 - h. At any time, names shall be subject to change should the name become disreputable or does not otherwise support the guiding principles outlined in this policy.
- 2. Corporate contributions shall be recognized within the framework of the City's Advertising & Sponsorship Policy.
 - 3. All related signage shall comply with the applicable sections of the Palmdale Municipal Code.
 - 4. The City Council may authorize the feature of a park or open space to be developed or established through a fundraising effort that may include naming. This policy does not intend to prohibit fundraising activities that involve naming as part of the fundraising effort. Examples may include naming a brick, seats, and plants.

D. PROCEDURES

- 1. Naming or Renaming Nomination Process
 - i. Public input is accepted by submitting a City-provided application for naming or renaming a City asset. The City Manager or their designee will review nominations to evaluate alignment with the City's naming policy. Reviewed nominations will be provided to the City Council in a written report to include project feasibility and cost estimates. Public nominations that are determined to be in alignment with this policy will require the

Councilmember to endorse the nomination; the City Council may then hear endorsed nominations and consider approval.

- ii. Nominations initiated by individual Councilmembers shall be submitted to the City Council directly. Councilmembers may only initiate nominations for assets.
 - iii. Nominations under the criteria of historical significance shall include an evaluation by a historian and/or a public Library director to validate facts.
2. Naming or Renaming Approval Process
- i. Naming of City assets requires a majority vote of approval by the City Council.
 - ii. Renaming of City assets requires a unanimous vote of approval by the City Council.
 - iii. Generally, a facility shall not be named after an elected official or private individual unless that person is deceased. A decision to name a facility after an elected official who is not deceased shall require a unanimous vote of approval by the City Council.
3. The City, in its sole discretion, may:
- i. Name rooms and property amenities to establish operational order or to coincide with a property theme. Street naming shall comply with current requirements and application procedures.
 - ii. Provide a good faith, discretionary administration of this policy for the benefit of the public in general. This policy is not intended to provide an enforceable right, expectation, or property interest to any third party providing donations to the City.

E. DEFINITION OF TERMS

“Amenities” shall mean an individual exterior or interior feature within a larger park or facility, including, but not limited to, meeting rooms, landscaped grounds, flower gardens, sculptures, picnic shelters, play lots, ball fields, and other similar items.

“City Asset” shall include parks, facilities, streets, and amenities.

“Donation” shall mean a monetary (cash) contribution, endowment, personal property, real property, financial securities, equipment, in-kind goods or services, or any other asset that the City has accepted and for which the donor has not received goods or services in return.

“Donor” shall mean a person or other legal entity that proposes or provides a donation to the City.

“Elected Official” shall mean any person who acquires local, regional, or national office through an election.

“Funding” shall mean a financial or in-kind donation that may result in the naming or renaming of a City asset.

“Historian” shall mean a scholar who studies and writes published historical narratives based on research and validation.

“Naming” shall mean the selection and approval by the City Council for the initial naming of a City asset.

“Renaming” shall mean the selection and approval by the City Council for a new name of an existing City asset.

“Sign Ordinance” shall mean the City’s sign regulations contained in the Palmdale Municipal Code.



City Council Staff Report

DATE: APRIL 3, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: 1

SUBJECT: AWARD CONSTRUCTION AGREEMENT WITH GRIFFITH COMPANY FOR A NOT TO EXCEED AMOUNT OF \$39,935,500 AND AWARD CONSULTANT AGREEMENT WITH MNS ENGINEERS, INC. FOR PROJECT MANAGEMENT SERVICES FOR A NOT TO EXCEED AMOUNT OF \$485,030 FOR PN 672, PALMDALE BOULEVARD (SR-138) AND SR-14 INTERCHANGE IMPROVEMENTS PROJECT, FOR A TERM OF 435 WORKING DAYS FROM THE DATE OF THE NOTICE TO PROCEED

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Construction Agreement No. A-8769 with Griffith Company for PN 672, Palmdale Boulevard (SR-138) and SR-14 Interchange Improvements Project, for a not to exceed amount of \$39,935,500, which includes a contract amount of \$36,305,000, plus a 10% contingency amount of \$3,630,500;
2. Authorize the City Manager or her designee to execute Agreement No. A-8769 with Griffith Company, including minimal and/or non-substantive changes;
3. Approve Agreement No. A-8778, with MNS Engineers, Inc. for project management services for a not to exceed amount of \$485,030;
4. Authorize the City Manager or her designee to execute Agreement No. A-8778, with MNS Engineers, Inc., including minimal and/or non-substantive changes; and,
5. Authorize the budget increase of \$8,633,465 of Measure R grant funds to Account No. S0051208-724525-3027; and increase to Measure R grant revenue Account No. 2083100-464027-3027.

BACKGROUND

On March 6, 2013, the City Council approved funding agreements with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for five projects along SR-14 and Palmdale Blvd, authorizing the use of Measure R Equity Grant funds totaling \$110 million. Project No. 672, Palmdale Blvd (SR-138) and SR-14 Interchange Improvement Project is the second Measure R project that will be going into construction to alleviate the existing bottleneck configuration on the north and southbound SR-14 mainline and the storage deficiency of the north and southbound off-ramps to Palmdale Boulevard.

This project will improve the circulation and operations of the interchange's north and southbound ramps and enhance safety and operations along Palmdale Boulevard with improvements between 5th Street West, Division Street, and SR-138/SR-14. Due to the high volume of traffic traveling along Palmdale Boulevard, motorists experience an extended queue along the ramps, which backs onto the SR-14 mainline during heavy congestion periods, creating a potential safety concern. To alleviate the traffic backup and improve the safety of the interchange, a new northbound auxiliary lane and two southbound off-ramp lanes will be constructed at Palmdale Boulevard. Additionally, the project includes a new curb, gutter, sidewalks, ADA ramps, fencing, raised medians with irrigation and landscaping, drainage improvements, streetlights, traffic signals, signing and striping, interchange xeriscape landscaping, City Palmdale monument sign, and mural painting of the wall under the Palmdale Boulevard under crossing.

In addition, due to the volume of work and size of the project, there is a need for an outside project management firm to provide project management, the construction contract's administration, financial management, contract oversight services, and communications and coordination with all the stakeholders.

DISCUSSION

Construction Contract:

On January 17, 2024, the project was advertised electronically through PlanetBids. Thirteen (13) vendors registered as prime contractors and downloaded the bid package.

On February 1, 2024, five (5) contractors attended the non-mandatory pre-bid meeting.

On February 27, 2024, two (2) bids for this project were received and are summarized below:

Bidder	Location	Amount
1. Griffith Company	Brea, California	\$36,305,000.00
2. C.A. Rasmussen, Inc.	Valencia, California	\$ 38,395,829.80

Bids received were higher than the estimated construction cost; however, individual bid items were generally competitive with current construction costs. The Engineer's estimate was \$34,000,000. The potential increase is related to higher asphalt concrete pricing as it depends on current global oil pricing.

Upon reviewing the bids and checking references, Griffith Company was the lowest responsive, responsible bidder, and staff recommends awarding PN 672 to Griffith Company. The construction contract time is 435 working days.

Potential prime bidders who did not bid included Granite Construction Company, Guy F. Atkinson Construction, LLC, Onyx Paving Company, Inc., Powell Constructors Inc., Security Paving Company, Inc., and Sully-Miller Construction Company. These contractors were contacted, and they responded that the current workload for each company was maxed out, bidding schedule conflicts, complex project stage construction, and the availability of the construction crews were limited and challenging; hence, they did not bid.

Project Management Contract:

MNS Engineers, Inc. was previously selected as a highly qualified firm to provide on-call engineering and project management services. The City received a proposal from MNS Engineers, Inc. for \$485,030 to provide project management services for a two-year period.

MNS Engineers, Inc. will act as the City's representative for this project. The following scope of work provides a brief description of tasks and responsibilities that MNS Engineers Inc. will provide to the City:

1. **Project Management Services** - MNS Engineers, Inc. will oversee the project coordination between the City, construction manager, contractor, subcontractors, and utility companies to ensure the project is on schedule and within budget. MNS Engineers, Inc. will ensure potential issues are brought to the city staff and work with them to resolve the issues.
2. **Project Closeout** - MNS Engineers, Inc. will close the project and any funding requirements at the conclusion of the project. This provides a seamless transition from construction to the operation of the infrastructure.

FISCAL IMPACT

\$40,420,530; This project is funded using Measure R and Measure M MSP grant funds budgeted in Account No. S0051208-724525-3027 and S0051209-724525-3044 have an available balance of \$31,927,065. The budget adjustment of \$8,633,465 is funded from other Measure R projects that have been completed and or are on hold, as shown in the table below:

Council Action	Cost
1. Agreement No. A-8769 for Construction - Griffiths Company	\$36,305,000
2. Construction Contingency (10% of the construction cost)	\$3,630,500
3. Agreement No. A-8778 for Project Management - MNS	\$485,030
Total (Construction and Project Management)	\$40,420,530

Total Project Budget Summary	Cost
Construction (Items 1-3)	\$40,420,530
Estimated Cost for Labor Compliance	\$80,000
Estimated Cost for Administration	\$60,000
Total	\$40,560,530

Account Number	Adjusted Balance	Shortfall	Total Project Costs
S0051208 (Measure R) MR330.08	\$28,575,845		\$28,575,845
S0051208 (Measure R) MR HOV surplus		\$1,186,200	\$1,186,200
S0051208 (Measure R) MR 330.11 (reprogrammed grant funds)		\$7,447,265	\$7,447,265
S0051209 (Measure M) MM5504.01	\$3,351,220		\$3,351,220
Total	\$31,927,065	\$8,633,465	\$40,560,530

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Lynn Glidden, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Agrmt No. A-8769 with Griffith Company
Agrmt No. A-8778 with MNS Engineers, Inc.
Atch 1 Vicinity Map
Atch 2 Underpass Decorative Rendering

AGREEMENT NO. A- 8769
CONSTRUCTION CONTRACT
BETWEEN THE CITY OF PALMDALE AND GRIFFITH COMPANY

THIS CONTRACT ("CONTRACT") is made and entered into by and between City of Palmdale, a public entity ("CITY"), and GRIFFITH COMPANY, a California Corporation ("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:

Contractor's Scope of Work on Project No. 672 Palmdale Boulevard State Route (SR 138) and SR 14 Interchange Improvements, per the project specifications and shall consist of, but is not limited to the following:

- a) Widen the northbound SR 14 Freeway mainline;
- b) Expand north and southbound off-ramps at the Palmdale Boulevard Interchange;
- c) Modify the two (2) loop on-ramps;
- d) Install intersection improvements which include:
 - curb and gutter, sidewalks, retaining walls, drainage, traffic signals, street lighting, irrigation and landscape;
- e) Establish signage and striping between Avenue R and Avenue Q on SR 14 and on Palmdale Boulevard from 5th Street West and Division Street; and
- f) Construct a right-hand turn lane, heading eastbound at Palmdale Boulevard and Division Street.

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"), State of California Department of Transportation Standard Plans dated 2023 and safety related portions dated 2023 and latest updates, the 2021 Standard Plans for Public Works Construction (SPPWC), 2014 California Manual of Uniform Traffic Control Devices (CAMUTCD), WATCH, City of Palmdale Standard Drawings, the State of California Department of Transportation Labor Surcharge and Equipment rental rates in affect on the date the work is accomplished, the General Prevailing Wage Rates most current edition at the date of the bid opening, and in accordance with Palmdale Building Code Requirements and the requirements of the Engineer under said documents, for the prices set forth in this Bidding Schedule. 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 THIRTY-SIX MILLION THREE HUNDRED AND FIVE THOUSAND Dollars (\$36305000.00) 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 435 working days of said notice. CONTRACTOR shall pay Owner Thirteen Thousand and Two Hundred dollars and no cents (\$13,200) for each calendar day that expires after the time specified above as liquidated damages.

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 CONTRACTORs 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 Contractor's License **or Specialty Contractor License consisting of Class C licensee** to perform the required work ("Work"). CONTRACTOR's DIR registration number is 1000005611. 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 Liability 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

- \$5,000,000.00 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 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 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 Non-discrimination and Equal Employment Opportunity

22.1 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.

22.2 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.

23 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.

24 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.

25 Successors and Assigns

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

26 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.

27 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.

28 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

GRIFFITH COMPANY

SIGNATURE AREA

SIGNATURE AREA

Ronda Perez Date
City Manager

Lucas J. Walker Date
Vice President / Regional Manager

SIGNATURE AREA

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

ADDRESS FOR NOTICE:
GRIFFITH COMPANY
12200 Bloomfield Avenue
Santa Fe Springs, CA 90670

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
City Attorney

ATTEST:

ATTEST: If Corporation

SIGNATURE AREA

SIGNATURE AREA

Roxanne Faber
Acting 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

**AGREEMENT NO. A-8778
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:

CONSULTANT shall act as the CITY's representative for Project No. 672 Palmdale Boulevard State Route (SR 138) and SR 14 Interchange Improvements.

Task 1 Project Management Services

- a) Overall program management of the project;
- b) Serve as the CITY Project Manager for project delivery through closeout;
- c) Oversee CITY Consultant Construction Manager;
- d) Communication with the CITY Management Staff on project status, potential issues and change orders;
- e) Track project related expenses;
- f) Review contractor progress payments and CITY consultant invoices;
- g) Ensure project permit requirements are addressed during construction;
- h) Serve in the capacity of overall quality assurance and quality control oversight for the project and ensure the team is taking appropriate steps to implement the project goals; and
- i) Attend all project related meetings.

Task 2 Project Closeout

- 1) Completion of all items listed in the Punch List;
- 2) Review all required final project closeout documents;
- 3) Ensure contractor delivers final as-built drawings; and
- 4) Review Construction Manager work effort related to daily reports, RFI's, Change Orders, progress payments and final retention payments.

CONSULTANT 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:

Principal-in-Charge: Jeff Edwards

Program Manager: Robert Newman

Project Manager: TBD

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 COMMENCEMENT AND COMPLETION OF WORK

The execution of this Contract by the parties does not constitute an authorization to proceed. The services of CONSULTANT shall commence when CITY, acting by and through its Project Manager, has issued an Authorization to Proceed. CONSULTANT shall complete all the work described in Section 1 and submit final deliverables within FIVE HUNDRED AND FORTY (540) WORKING days following CONSULTANT's receipt of Authorization to Proceed. CONSULTANT shall have no claim for compensation for any services or work, which has not been authorized by CITY's Authorization to Proceed.

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 FOUR HUNDRED EIGHTY-FIVE THOUSAND AND THIRTY dollars (\$485030.00), payable as follows:

CONSULTANT Fee Schedule included in attached Exhibit "A"

CONSULTANT shall submit monthly invoices to CITY that include:

- 1) Clear details of work completed to date;
- 2) Amount or percentage being billed;
- 3) Current status of all tasks within the project;
- 4) Any backup support documentation; and
- 5) Updated work schedules.

The Contract Price is CONSULTANT'S estimate of its charges for all 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 insureds.”
- 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 (30) 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; and
- 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 "financially 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 Housing Authority/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 twelve (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:

SIGNATURE AREA

Ronda Perez
City Manager

SIGNATURE AREA

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

MNS ENGINEERS, INC.:

SIGNATURE AREA

Jeff Edwards
Vice President

ADDRESS FOR NOTICE:
MNS ENGINEERS, INC.
100 E. Thousand Oaks Blvd., Ste. 105
Thousand Oaks, CA 91360

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
Acting 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



Committed to improving
people's lives every day

March 7, 2024

City of Palmdale
Public Works Department
Attention: Hamed Hashemian PE
Deputy Director of Public Works
38250 Sierra Highway
Palmdale, CA 93550

SUBJECT: Palmdale Blvd (SR138) / 14 Interchange Improvement Project (PN672)
Proposal for Project Management – Construction and Close Out Phases

Dear Mr. Hashemian:

Thank you for the opportunity to submit this proposal for Project Management Services for the SR 138 / SR 14 Interchange Improvement Project. MNS Engineers, Inc. (MNS) is committed to offering the City of Palmdale a team of qualified professionals with experience in similar projects.

Project Understanding

The Palmdale Boulevard (SR138) at SR14 Interchange Improvement Project is valued at approximately \$40,000,000. It aims to enhance the circulation, operations, and safety of the interchange's north and southbound ramps, along with improvements on Palmdale Boulevard between 5th Street West and Division Street. Key improvements include modifying existing off-ramp intersections for dual left-turn lanes onto Palmdale Boulevard and adding a right-turn only lane from eastbound Palmdale Boulevard to Division Street. The project is included in the City of Palmdale's Fiscal Years 2023-2027 Capital Improvement Plan (CIP), reflecting a public investment strategy for infrastructure development. The project is funded with Measure R funds.

Bids for the project were opened on February 27, 2024, with the construction contract award anticipated in April by the City. The apparent lower bidder is Griffith Construction. The total duration of the project is 460 working days. The City has Psomas under contract for construction management of the project.

General Project Approach

Our overall management approach is to provide the most qualified and experienced resources to the City in a timely manner with staff who best meets the needs of the anticipated project. MNS staff will work as an extension of the City's staff; we have the necessary experience and training to hit the ground running for the project.

Our firm's experience with public works projects, coupled with our knowledge of municipalities, makes MNS a valuable resource to provide continuity and professional services. We draw from our highly qualified staff with expertise and resources to always and precisely find the right skill set and personality fit for the job.

Scope of Work

The following scope of work provides a brief description of tasks and responsibilities that MNS will provide to the City:

100 E. Thousand Oaks Boulevard | Suite 105
Thousand Oaks, CA 91360
Main: 805.648.4840
WWW.MNSENGINEERS.COM

► PLANNING
► CIVIL ENGINEERING
► CONSTRUCTION MANAGEMENT
► LAND SURVEYING



Task 1 Project Management Services

MNS will provide part-time Project Management to the City to oversee the timely delivery of the project working with the City's existing construction management firm. The PM will serve as the owner's representative on the project during the construction and close out phases.

We will provide the services necessary to verify the project meets the City's standards and expectations. The Project Management Services include:

- Overall program management of the project.
- Serve as the City's Project Manager for project delivery through closeout.
- Oversee City's Consultant Construction Manager.
- Communication with the City Management Staff project status, potential issues and change orders.
- Track project related expenses.
- Review Contractor Progress Payments, City Consultant Invoices.
- Ensure project permit requirements are addressed during construction.
- Serve in the capacity of overall QA/QC oversight for the project and ensure the team is taking appropriate steps to implement the project goals.
- Attend all project related meetings.

Task 2 Project Closeout

At the culmination of a construction project, it is crucial to ensure a seamless transition from construction to operation. The following list outlines the key tasks to be completed for project closeout:

- Completion of all items listed in the Punch List.
- Review of all required final project closeout documents.
- Ensure contractor delivers final as-built drawings.
- Review Construction Manager work effort related to daily reports, RFI's, Change Orders, progress payments and final retention payments.

Schedule and Fee

MNS proposes to provide project management, program management and QA / QC services as outlined in the Scope of Work on a time and materials not-to-exceed basis. The estimated cost of services is shown in the attached Staffing Plan. Actual costs billed to the City will be on actual time spent; the budget will require prior written approval from the City if it exceeds the approved budget total. Based upon our project understanding and estimated total support hours needed, MNS estimates the total service fee for the duration of this project to be \$485,030.

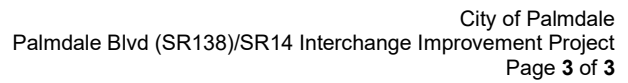
Again, we appreciate the opportunity to propose this project and work with the City of Palmdale. Please feel free to contact Robert Newman at 661-510-0111 or at rnewman@mnsengineers.com should you have any questions or would like to further discuss our qualifications.

Sincerely,
MNS Engineers, Inc.

A handwritten signature in blue ink, appearing to read "Jeff Edwards", with a stylized flourish extending to the right.

Jeff Edwards, Vice President

Attached: Cost Proposal



CIPAL.240041. PM Palmdale (SR138) -SR14 Interchange Improvements



NORTH

Source: Google Earth, 2022

VICINITY MAP

SR-14 AND SR-138 INTERCHANGE
PALMDALE, CALIFORNIA

JAN. 2023

PROJECT NO. W1634-06-01

FIG. 1

Atch 2

Underpass Decorative Rendering



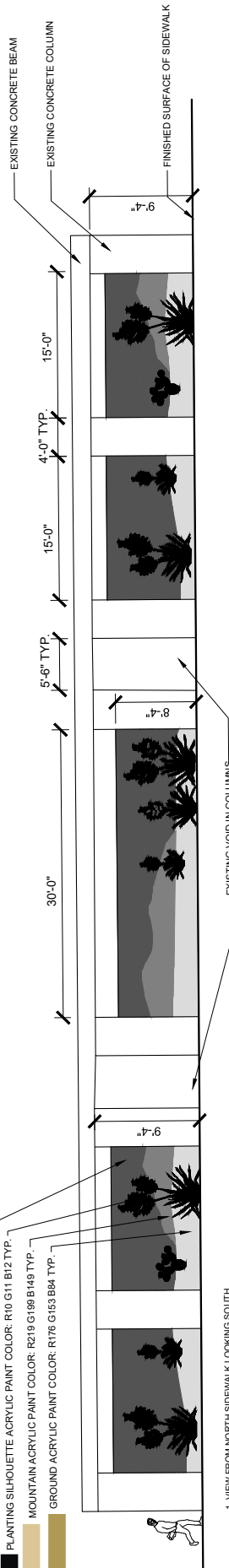
- 1 Acrylic painted mural of local native yucca and cactus silhouettes with background desert floor and mountains. Blue background sky color, with varying light and dark gray color for mountains, yucca, cactus silhouette. Murals painted on existing concrete bridge wall panels between the support columns. Five different silhouette patterns used on each wall panel throughout.

Hwy 138 Bridge - Palmdale

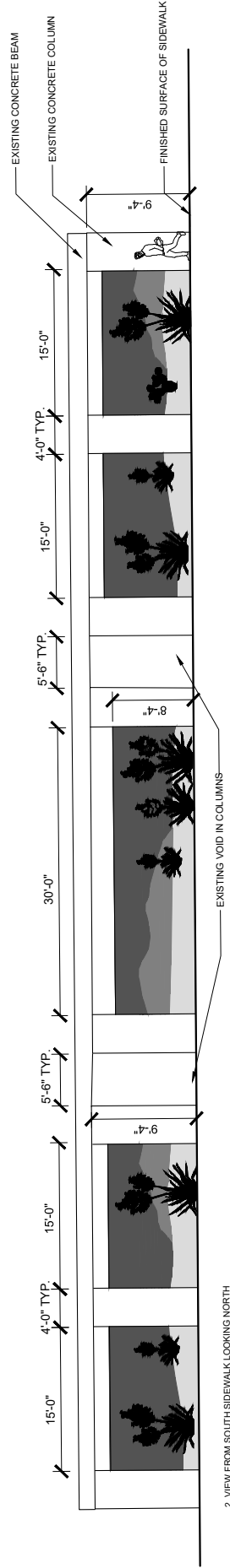
EXHIBIT B

ELEVATION VIEW OF THE ART PANELS

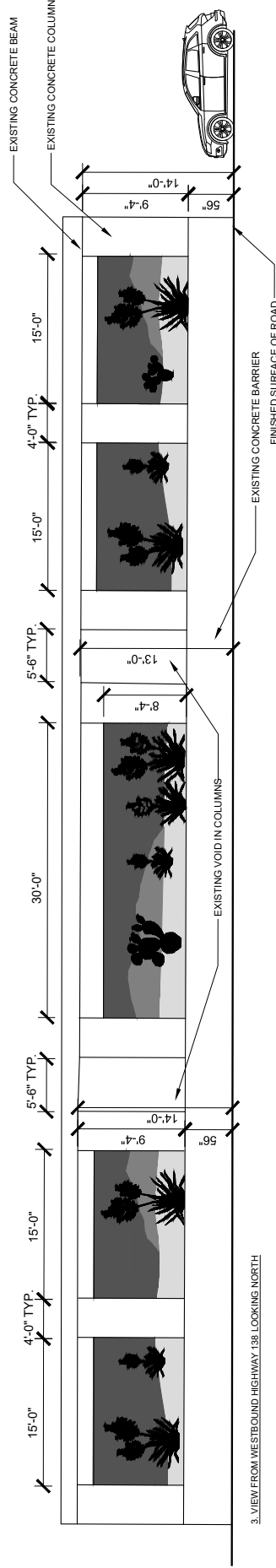
- SKY ACRYLIC PAINT COLOR: R170 G209 B223 TYP.
- PLANTING SILHOUETTE ACRYLIC PAINT COLOR: R10 G11 B12 TYP.
- MOUNTAIN ACRYLIC PAINT COLOR: R219 G189 B149 TYP.
- GROUND ACRYLIC PAINT COLOR: R176 G153 B84 TYP.



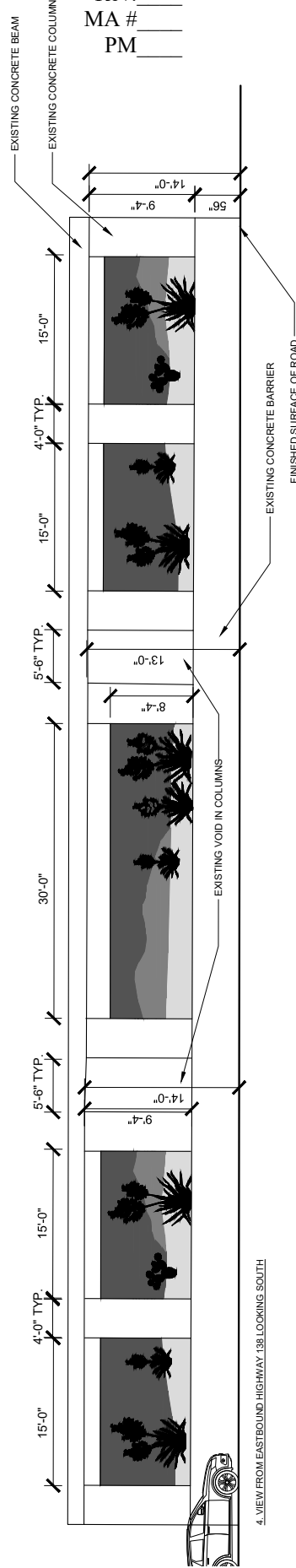
1. VIEW FROM NORTH SIDEWALK LOOKING SOUTH



2. VIEW FROM SOUTH SIDEWALK LOOKING NORTH



3. VIEW FROM WESTBOUND HIGHWAY 138 LOOKING NORTH

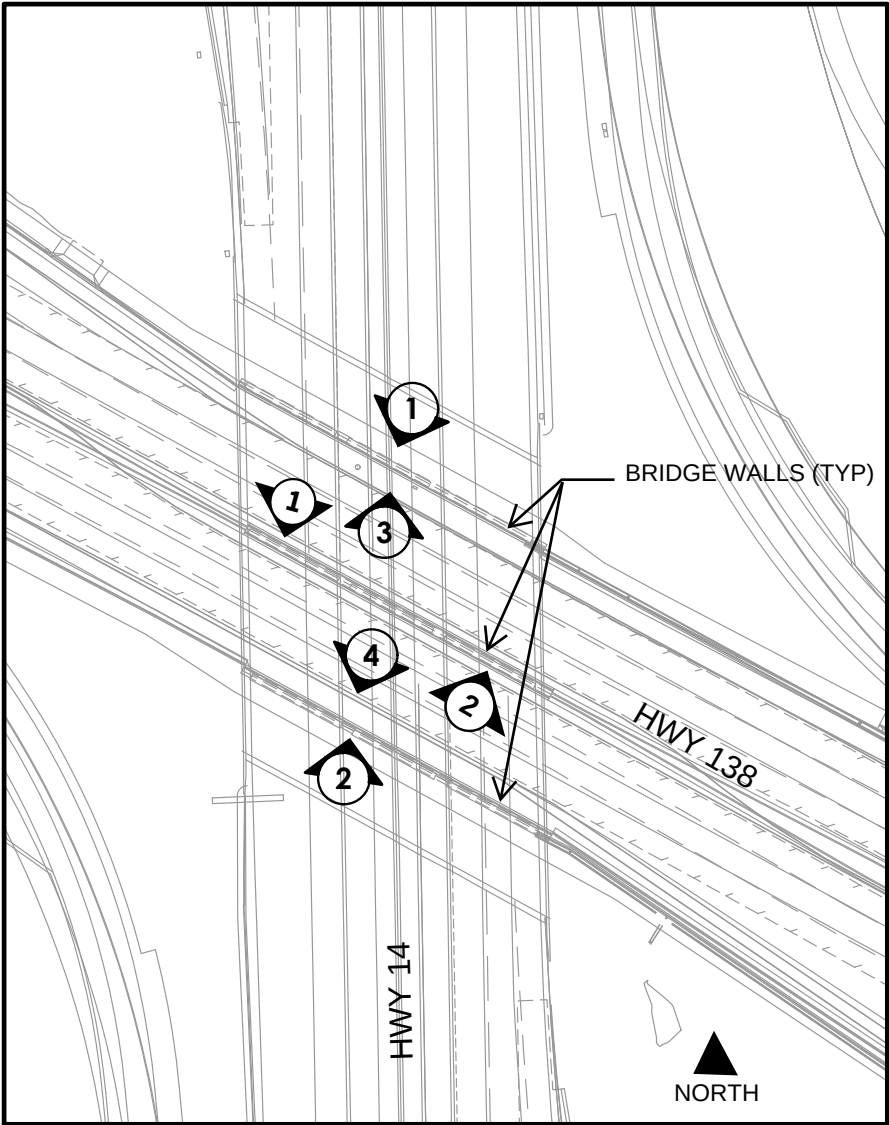


4. VIEW FROM EASTBOUND HIGHWAY 138 LOOKING SOUTH

Draft date
Rev. _____
MA # _____
PM _____

EXHIBIT C

PLAN VIEW OF ART LOCATION



PLAN VIEW



City Council Staff Report

DATE: APRIL 3, 2024
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
DISTRICT: 1
SUBJECT: NOTICE OF COMPLETION – ACCEPT PUBLIC SEWER AND
DRAINAGE IMPROVEMENTS FOR TRACT 74927 LOCATED ON
THE WEST SIDE OF PEVERO COURT AND RANGE DRIVE

RECOMMENDATION

Staff recommends that the City Council:

1. Accept the Notice of Completion (NOC) for completed public sewer and drainage improvements for Tract 74927 located on the west side of Pevero Court and Range Drive; and,
2. Authorize the City Manager or her designee to file the NOC and release the security for the completed public sewer and drainage improvements.

BACKGROUND

This project, located on the west side of Pevero Court and Range Drive, near the AV Country Club, constructed public sewer and drainage improvements within Tract 74927 boundaries and the existing City's right-of-way. Improvements included one parkway drain and a sewer system. Said public improvements have been installed per the approved construction plan, inspected, and approved by City Public Works inspection staff.

DISCUSSION

The NOC is being brought forth in accordance with Section 16.110.060 of the City's Municipal Code. This Council action will accept the public sewer and drainage improvements as complete and initiate the City's release of applicable securities posted for this project per the City's subdivision regulation.

The required public sewer and drainage improvements for the project are listed in Exhibit "A" and shown in Exhibit "B" and have been completed to the satisfaction of the City Engineer as required in the Subdivision/Development Improvement Agreement between

the developer and the City. After the developer fulfills a one-year maintenance period, the improvements within Tract 74927 will be transferred from the developer to the City's Maintenance Division.

FISCAL IMPACT

\$2,600; The estimated annual maintenance cost for the parkway drain is between \$250 and \$500. The lifespan of the parkway drain is anticipated at 50 to 75 years. Once accepted, the sanitary sewer system will be maintained from funds collected through the annual sewer collection service charge, approximately \$2,100 annually. Sufficient funds are available in the street maintenance and sewer maintenance accounts.

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:	Lynn Glidden, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

NOC
Exh A List of Completed Public Improvements
Exh B Site Map Location
Atch 1 Site Photo

RECORDING REQUESTED BY:

CITY OF PALMDALE

WHEN RECORDED MAIL TO:

**CITY OF PALMDALE
OFFICE OF THE CITY CLERK
38300 SIERRA HIGHWAY, SUITE C
PALMDALE, CA 93550**

Space above this line is for Recorder's Use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, is hereby given that:

1. The undersigned is owner or corporate officer of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Palmdale, a Municipal Corporation.
3. The full address of the owner is 38300 Sierra Highway, Palmdale, CA 93550.
4. The nature of interest or estate of the owner is: **Sewer and Drainage Improvements-Tract 74927.**
5. A work of improvement on the property hereinafter described was completed on **March 04, 2024**
6. The work done was: **"Sewer and Drainage Improvements-Tract 74927",**
7. The name of the Contractor for such work of improvement: **Antelope Valley Fairway Estates, LLC**
8. The property on which said work of improvement was completed is in the City of Palmdale, County of Los Angeles, State of California, and is described as follows: **West of Pevero Ct. and Range Drive.**
9. The address of said property is: **Tract 74927.**

Dated: [April 03, 2024](#)

CITY OF PALMDALE

Guillermo I. Padilla, City Engineer

VERIFICATION

I, the undersigned, say: I am the City Engineer, the declarant of the foregoing notice of completion; I have read the said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

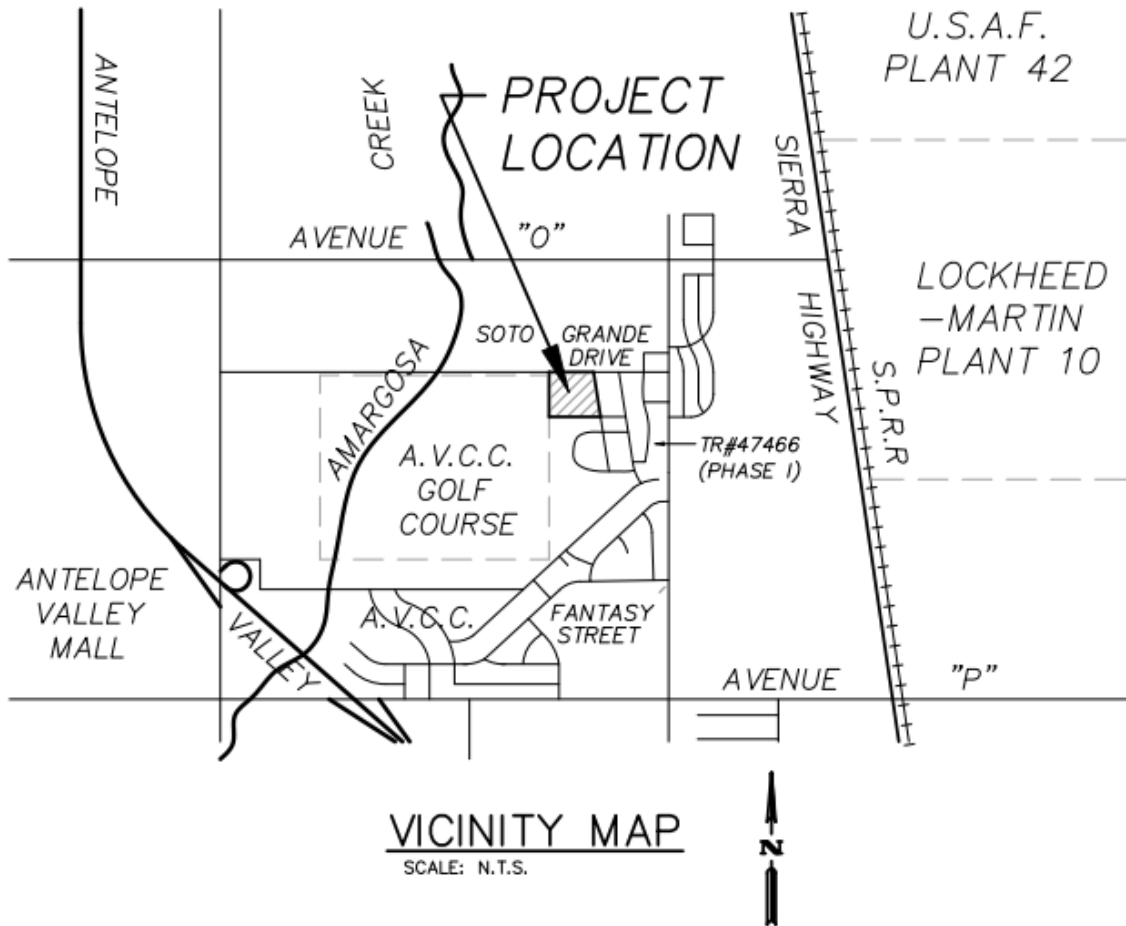
Executed on [April 03, 2024](#), in the City of Palmdale, California.

Guillermo I. Padilla, City Engineer

EXHIBIT A
LIST OF COMPLETED PUBLIC IMPROVEMENTS

<u>Tract/Project</u>	<u>Plan #</u>	<u>Quantity</u>	<u>Security</u>
Tract 74927	PC 18-32	402 LF	\$39,000
Tract 74927	SD 18-32	1 Parkway Drain	\$2,100

EXHIBIT B
SITE MAP





Exh C
Pevero Ct. & Range Dr.





City Council Staff Report

DATE: APRIL 3, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: ALL

SUBJECT: AWARD CONSTRUCTION AGREEMENT WITH SULLY-MILLER CONTRACTING COMPANY FOR A NOT TO EXCEED AMOUNT OF \$21,394,466 AND AWARD CONSULTANT AGREEMENT WITH MNS ENGINEERS, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR A NOT TO EXCEED AMOUNT OF \$824,915, FOR PN 869, ARTERIAL ROAD REHABILITATION PROJECT, FOR A TERM OF 110 WORKING DAYS FROM THE DATE OF NOTICE TO PROCEED

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Construction Agreement No. A-8349 with Sully-Miller Contracting Company for PN 869, Arterial Road Rehabilitation Project for a not to exceed amount of \$21,394,466, which includes a contract amount of \$19,449,515 plus a 10% contingency amount of \$1,944,951;
2. Authorize the City Manager or her designee to execute Agreement No. A-8349 with Sully-Miller Contracting Company, including minimal and/or non-substantial changes;
3. Approve Agreement No. A-8786 with MNS Engineers, Inc. for construction management services for a not to exceed amount of \$824,915; and,
4. Authorize the City Manager or her designee to execute Agreement No. A-8786 with MNS Engineers, Inc., including minimal and/or non-substantial changes.

BACKGROUND

PN 869 will provide pavement rehabilitation and full-depth reclamation along Palmdale Boulevard, 10th Street West, and Rayburn Road/Avenue R, and pavement

reconstruction along Avenue N and 40th Street, 10th Street West, Rayburn Road/Avenue R, and 35th Street East. The road segments to be rehabilitated with this project are shown in the attached map.

The scope of work for the project involves saw-cutting, excavation, removal, disposal, and replacement of AC roadway section, cold milling and disposal of AC pavement, replacement and compaction of subsurface material, full-depth reclamation, placement of crushed aggregate base and asphalt concrete, and asphalt rubber hot mix pavement materials, and replacement of traffic striping and markings.

The general location and limits of work are as follows:

- Palmdale Boulevard from 50th Street East to 80th Street East
- Avenue N from 40th Street East to 45th Street East
- 40th Street East from Avenue N to Avenue N-8
- 35th Street East from Avenue S to Avenue R
- 10th Street West from Elizabeth Lake Road to Rancho Vista Boulevard
- Avenue R from Tierra Subida to Sierra Highway
- 6th Street East from Avenue R to East Palmdale Boulevard

Portions of the above roadway segments are in the County's jurisdiction. At the November 1, 2023, City Council Meeting, the Council approved two (2) cooperative agreements between the City and Los Angeles County to coordinate roadway improvements for sections of roadway in the County's jurisdiction. The following roadway sections to be rehabilitated in the County's jurisdiction are:

- Palmdale Boulevard from 50th Street East to 75th St. East
- 40th Street East from Avenue N to Avenue N-8
- 10th Street West from Elizabeth Lake Road to Yucca Tree Street

The estimated cost of improvements for the County's portion of the project is approximately Two Million One Hundred Fifty Thousand Dollars (\$2,150,000). The City expects reimbursement of these funds from the County once the project is complete.

In addition, due to the project's work and size, an outside construction management firm must provide construction management and project oversight services. The construction management firm's scope of work will include the construction contract's administration and financial management, quality assurance (full-time inspection and material testing services), construction survey, monument preservation, and labor compliance.

DISCUSSION

Construction Contract:

On January 25, 2024, the project was advertised electronically through PlanetBids with eleven (11) vendors registered as prime contractors.

On February 6, 2024, one (1) contractor attended the non-mandatory pre-bid meeting.

On February 26, 2024, two (2) bids for the project were received and summarized below.

Bidder	Location	Amount
1. Sully-Miller Contracting Company	Brea, CA	\$19,449,515
2. C.A. Rasmussen, Inc.	Santa Clarita, CA	\$24,557,599

The estimated engineer's estimate was \$25,000,000. Upon reviewing the bids and checking references, Sully-Miller Contracting Company was the lowest responsive, responsible bidder, and staff recommends awarding PN 869 to Sully-Miller Contracting Company for \$19,449,515. The construction contract time is 110 working days.

Construction Management Contract:

The City received three proposals for construction management services, which are summarized below:

Consultant	Amount
1. MNS Engineers, Inc.	\$824,915
2. Ardurra	\$921,735
3. Psomas	\$1,187,792

All firms were interviewed, and it was determined that MNS Engineers was the most qualified and cost-effective firm to perform this type of work.

The following scope of work provides a brief description of tasks and responsibilities that MNS Engineers, Inc. will provide to the City:

1. **Public Works Inspection Services** – MNS Engineers, Inc. will provide inspection services to the City to observe the ongoing construction operations of the Contractor.
2. **Project Management Assistance** – MNS Engineers, Inc. will provide project management assistance to the City Project Manager to oversee the project planning, risk management, and Best Management Practices (BMP) implementation. MNS Engineers, Inc. will support the City to ensure the project is on schedule and budget, confirm potential issues are brought to City staff, and work together to resolve the issues.

3. **Labor Compliance** – MNS Engineers will perform Labor Compliance monitoring for the project.
4. **Materials Testing and Conformance to City Quality Assurance Program (QAP)** – MNS Engineers, Inc. will provide rigorous acceptance testing protocols to evaluate the quality and suitability of materials and workmanship, employing acceptable testing standards.
5. **Construction Survey and Monument Preservation** – MNS will perform the necessary field survey work to support the project, including construction staking and monument preservation.
6. **Project Closeout** – MNS Engineers, Inc. will close the project and any funding requirements at the conclusion of the project. This provides a seamless transition from construction to the operation of the infrastructure.

FISCAL IMPACT

\$22,219,382; This project is funded using Road Maintenance and Rehabilitation Account (RMRA SB1), Gas Tax, Prop C Local Return, and Transportation Development Act (TDA) Article 8 funds. Total project costs are budgeted in Account No. S0025, Street Resurfacing Program and summarized as follows:

Council Action	Cost
1. Agreement No. A-8349 for Construction – Sully-Miller	\$19,449,515
2. Construction Contingency Amount (10%)	\$1,944,952
3. Agreement No. A-8786 for Construction Management – MNS	\$824,915
Construction and Construction Management Total	\$22,219,382

Total Project Budget Summary	Cost
Construction (Items 1-3)	\$22,219,382
Administration	\$78,000
Total Cost:	\$22,297,382

Account Number	Budget Total	Available Balance	Remaining Balance
S0025210	\$6,505,670	\$6,471,708	\$33,962
S0025207	\$2,481,150	\$2,481,150	\$0-
S0025201	\$9,329,950	\$9,329,950	\$0-
S0025214	\$5,246,610	\$1,864,574	\$3,382,036
LACO Agreement	\$2,150,000	\$2,150,000	\$0-
Total	\$25,713,380	\$22,297,382	\$3,415,998

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:	Lynn Glidden, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Agrmt No. A-8349 with Sully-Miller Contracting Company
Agrmt No. A-8786 with MNS Engineers, Inc.
Atch 1 Site Map

AGREEMENT NO. A- 8349
CONSTRUCTION CONTRACT
BETWEEN THE CITY OF PALMDALE AND SULLY-MILLER CONTRACTING
COMPANY

THIS CONTRACT ("Contract") is made and entered into by and between City of Palmdale, a public entity ("City"), and SULLY-MILLER CONTRACTING COMPANY, a California Corporation ("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 869 Arterial Road Rehabilitation Project

The work may consist of but is not limited to; Saw-cutting; excavation, removal and disposal of the AC roadway section and PCC improvements; cold milling and disposal of AC pavement; replacement and compaction of subsurface material; full depth reclamation; setup and maintenance of traffic control system, placement of crushed aggregate base and AC, and ARHM pavement materials; replacement of traffic striping and markings; and clean up of the project area.

The general location and limits of work are as follows:

- Palmdale Boulevard from 50th Street East to 80th Street East
- Avenue N from 40th Street East to 45th Street East
- 40th Street East from Avenue N to Avenue N-8
- 35th Street East from Avenue S to Avenue R
- 10th Street West from Elizabeth Lake Road to Rancho Vista Boulevard
- Avenue R from Tierra Subida to Sierra Highway
- 6th Street East from Avenue R to East Palmdale Boulevard

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 Nineteen Million Four Hundred Forty-Nine Thousand Five Hundred Fourteen Dollars and Fifty Cents Dollars (\$19449514.50) 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 110 Working Days calendar 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 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 Contractor's License **[or Specialty Contractor License consisting of Class license]** to perform the required work ("Work"). Contractor's DIR registration number is 1000003664. 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 Liability 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

- \$5,000,000.00 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 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 Non-discrimination and Equal Employment Opportunity

22.1 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.

22.2 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.

23 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.

24 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.

25 Successors and Assigns

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

26 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.

27 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.

28 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

SULLY-MILLER CONTRACTING
COMPANY

SIGNATURE AREA

SIGNATURE AREA

Ronda Perez Date
City Manager

Date

SIGNATURE AREA

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

ADDRESS FOR NOTICE:
SULLY-MILLER CONTRACTING
COMPANY
135 S State College Boulevard
Brea, CA 92821

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
Interim City Attorney

ATTEST:

ATTEST: If Corporation

SIGNATURE AREA

SIGNATURE AREA

Roxanne Faber
Acting 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

**AGREEMENT NO. A-8786
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:

CONSULTANT shall act as the CITY's representative for Project No. 869 Arterial Road Rehabilitation Project.

Task 1 Public Works Inspection Services

- a) Full Time inspection of contractor's work.
- b) Prepare daily Inspection reports.
- c) Verify materials incorporated into the project meet contract requirements.
- d) Photo documentation.
- e) Punchlist oversight.
- f) Assist City Project Manager with successful delivery of the project.
- g) Review Contractor submittals, RFI's, Change Order Requests as directed by the City.
- h) Attend all Project Meetings and Pre-Construction Meeting.
- i) Ensure contractor is maintaining as-built-plans.

Task 2 Project Management Assistance

- a) Overall program management of the project;

- b) Serve as the CITY Project Manager for project delivery through closeout;
- c) Oversee CITY Consultant Construction Manager;
- d) Communication with the CITY Management Staff on project status, potential issues and change orders;
- e) Track project related expenses;
- f) Review contractor progress payments and CITY consultant invoices;
- g) Ensure project permit requirements are addressed during construction;
- h) Serve in the capacity of overall quality assurance and quality control oversight for the project and ensure the team is taking appropriate steps to implement the project goals; and
- i) Attend all project related meetings.

Task 3 Labor Compliance

- a) Review contract provisions and labor compliance requirements with the project team.
- b) Determine the specific labor standards and dates of effect for Wage Federal Davis Bacon and State Prevailing Wages for the construction project.
- c) Set up and maintain all compliance files and documents relating to prevailing wages for Federal Davis Bacon and State Prevailing Wages activities.
- d) Set up and maintain labor compliance files tracking the prime contractor and subcontractors.
- e) Attend the pre-construction meetings to discuss prevailing wage requirements with contractors and subcontractors.
- f) Review Contractor's compliance with all State and Federal required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Affirmative Action Plan.
- g) Verify that certified payroll records are submitted by prime contractors and their subcontractors.
- h) Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable contract provisions.
- i) Reconcile Weekly Certified Payroll Reports (CPR) & supporting documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.

Task 4 Materials Testing & Conformance to the City Quality Assurance Program (QAP)

- a) Quality Control and Independent Assurance for all materials testing.
- b) Provide qualified field staff.
- c) Material testing documentation and reporting.
- d) Qualified laboratory facilities.
- e) Field Sampling with City of Palmdale QAP.
- f) Plant Inspection and testing.

Task 5 Construction Survey & Monument Preservation

- a) Establish the project control based on the project control scheme and project files.
- b) Pre-construction field topographic mapping.
- c) Monument preservation for pre-construction and post-construction.
- d) Provide edge of pavement stakes in areas that do not have curb and gutter.

Task 6 Project Closeout

- 1) Completion of all items listed in the Punch List;
- 2) Review all required final project closeout documents;
- 3) Ensure contractor delivers final as-built drawings; and
- 4) Review Construction Manager work effort related to daily reports, RFI's, Change Orders, progress payments and final retention payments.

CONSULTANT 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:

Robert Holmes - Construction Inspector
Phil Lemmon - Construction Inspector
Jarrad Truman - Principal Surveyor
Catalina Ferreto - Labor Compliance
Robert Newman - PM Assistance QA/QC

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 COMMENCEMENT AND COMPLETION OF WORK

The execution of this Contract by the parties does not constitute an authorization to proceed. The services of CONSULTANT shall commence when CITY, acting by and through its Project Manager, has issued an Authorization to Proceed. CONSULTANT shall complete all the work described in Section 1 and submit final deliverables within One-Hundred Ten (110) Working days following CONSULTANT's receipt of Authorization to Proceed. CONSULTANT shall have no claim for compensation for any services or work, which has not been authorized by CITY's Authorization to Proceed.

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 Eight Hundred Twenty-Four Thousand Nine Hundred Fifteen dollars (\$824915), payable as follows:

CONSULTANT Fee Schedule included in attached Exhibit "A"

CONSULTANT shall submit monthly invoices to CITY that include:

- 1) Clear details of work completed to date;
- 2) Amount or percentage being billed;
- 3) Current status of all tasks within the project;
- 4) Any backup support documentation; and
- 5) Updated work schedules.

The Contract Price is CONSULTANT'S estimate of its charges for all 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*

- \$2,000,000 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 insureds."

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 (30) 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; and
- 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 Housing Authority/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 twelve (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:

MNS ENGINEERS, INC.:

SIGNATURE AREA

SIGNATURE AREA

Ronda Perez
City Manager

Jeff Edwards
Vice President

SIGNATURE AREA

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

ADDRESS FOR NOTICE:
MNS ENGINEERS, INC.
100 E Thousand Oaks Blvd., Suite 105
Thousand Oaks, CA 91360

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
Acting 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

"EXHIBIT A"



Committed to improving
people's lives every day

March 14, 2024

Hamed Hashemian, PE
Deputy Director of Public Works
City of Palmdale
38250 Sierra Highway
Palmdale, CA 93550

**SUBJECT: Construction Project Support Services
City Arterial Street Resurfacing Project (PN847A & PN860)**

Dear Hashemian:

Thank you for the opportunity to submit a proposal for inspection support services for the City of Palmdale's Arterial Street Resurfacing Project (PN847A & PN860). We are excited to be considered for this project and are committed to providing our expertise and services to support the City's vision.

Based upon our discussions with City Staff, we have developed a comprehensive proposal outlining our approach, methodology, and the services we will provide throughout the project. Our proposal focuses on delivering a high-quality pavement rehabilitation project that meets the community's needs and aligns with the City's goals.

Our team of experienced professionals will work closely with the City to ensure the successful completion of the planned work in accordance with the City Plans. We will collaborate closely with City Project Management Staff, adhering to project schedule and budgetary constraints. Our commitment to clear and open communication will enable us to address any challenges effectively and ensure a smooth construction process.

Project Understanding

The City of Palmdale is currently soliciting bids for an arterial road rehabilitation project, with planned work on Palmdale Blvd, Avenue N, 40 Street East, E Ave R, 6th St East, and 10th St West. The contract will be awarded in compliance with the California Public Contract Code and federal laws, including affirmative action requirements and nondiscrimination policies to the lowest responsible bidder.

The contractor is required to furnish all labor, materials, and equipment for the completion of the project as described in the contract documents and plans. This includes a variety of tasks including, construction surveying, utility coordination, SWPPP implementation, temporary construction traffic control and signage, roadway excavation, existing pavement pulverization and cement stabilization, cold milling, material replacement, ac paving, and restoration of existing traffic striping. A portion of the work on 10th St West is in the Los Angeles County Unincorporated Area and will need to be coordinated with the County Public Works.

Construction Bid were submitted on February 26, 2024. The estimated cost of the project is \$25,000,000 with a completion timeline of 110 working days.

Project Team

MNS provides quality consulting services to the local government, with public infrastructure inspection being one of our core services. The key to a successful project is a highly qualified and well-managed team. We are confident we have the best, most reputable team to provide the City of Palmdale with quality services to ensure a successful project. Our team was assembled to meet all the specific elements and needs for the project.

Robert Holmes – Construction Inspector

Robert Holmes with a remarkable 55 years of experience, has made significant contributions to the field of construction oversight. With expertise in leadership, organization, problem-solving, project management, and contract inspection, including specialized skills in equipment operation and concrete forming and finishing, Holmes has played a pivotal role in various capacities. His career trajectory includes serving as a Superintendent and Senior Construction Inspector, where he was responsible for road inspections, project estimation, scheduling, staffing, employee development, and facility maintenance. Holmes' experience encompasses a wide range of pavement-related projects, such as the reconstruction and resurfacing of San Francisquito Canyon Road and Lake Hughes Road, where he demonstrated his adeptness in managing large-scale projects involving pulverization, regrading, and the application of specific materials like PG 64-10. Additionally, he led efforts in micro-milling to enhance ride quality while retaining the benefits of crack sealing, showcasing his ability to address complex challenges with innovative solutions. Holmes' comprehensive background underscores his significant impact on infrastructure improvement and maintenance projects, illustrating his dedication and expertise in the field.

Areas of Expertise:

- Construction oversight.
- Proficient in pavement rehabilitation projects.
- Expertise in construction management and inspection.
- Skilled in project documentation, maintaining detailed records of compliance and inspection activities.
- Experienced in coordinating projects with contractors and agency teams.

Phil Lemmon – Construction Inspector

Phil Lemmon's extensive experience as a Senior Construction Inspector with MNS Engineers Inc. highlights the importance of stringent contractor oversight in pavement resurfacing projects. With a career spanning 48 years, Lemmon has demonstrated expertise in pavement rehabilitation, construction management, and inspection, particularly in adhering to Caltrans guidelines and procedures. His work, including significant projects like the Las Cruces Pavement Rehabilitation and various pavement rehabilitation programs in cities like Buellton and Solvang, showcases his ability to ensure project quality and compliance through detailed construction inspection, materials testing, and close monitoring of contractor activities. Lemmon's role in these projects underscores the critical need for experienced oversight to maintain standards, manage environmental considerations, and ensure the longevity and safety of pavement infrastructure.

Areas of Expertise:

- Construction inspection.
- Proficient in pavement rehabilitation projects.
- Expertise in construction management and inspection.
- Skilled in project documentation, maintaining detailed records of compliance and inspection activities.
- Experienced in coordinating projects with contractors and agency teams.

Robert Newman – Project Management Assistance / Coordination - QA / QC

Robert Newman has over 35 plus years of experience, notably as the Public Works Director for three Cities in Southern California. He has demonstrated program management experience overseeing pavement rehabilitation totaling over 100 milling dollars. His tenure included managing a diverse portfolio of projects, such as new parks, new public facilities, stormwater improvements, roadway widening, and pedestrian access enhancements, ensuring contract compliance across multiple initiatives. Newman's role involved significant coordination with City staff, contractors, and multiple stakeholders to ensure projects met standards, showcasing his leadership in integrating accessibility within comprehensive urban development and infrastructure projects.

Areas of Expertise:

- Transportation Project construction oversight.
- Conducting constructability reviews.
- Administration of contracts.
- Coordination with public agencies and stakeholders.
- Significant experience with pavement management oversight.

Jarrad Truman – Principal Surveyor

Jarrad Truman, with over 30 years of experience as a Principal Land Surveyor at MNS Engineers Inc., is a distinguished professional in GPS planning and processing, and field calculations. A licensed Professional Land Surveyor in California and certified in various technical areas, including Trimble Geospatial GPS/RTK Processing and Planning, Jarrad has built a reputation as a leader, innovator, and effective project manager. His extensive background encompasses managing large and complex surveying projects, where he has applied innovative solutions by assembling expert teams from multiple office locations to meet client needs. His project portfolio is impressive, including boundary surveys for the Metropolitan Water District along the Colorado River Aqueduct, construction management and inspection services for Elsinore Valley Municipal Water District, 3D laser scanning for the Southern Nevada Water Agency, and numerous other projects across California and Nevada. Jarrad's work highlights his commitment to excellence and his ability to handle a diverse range of projects, from environmental and engineering services for interstate interchange improvements to regulatory services for bridge replacements, demonstrating his versatile expertise and significant contributions to the field of land surveying.

Areas of Expertise:

- GPS planning and processing
- Field calculations
- Managing large and complex surveying projects
- Creating innovative solutions through team collaboration
- Comprehensive knowledge in boundary, topographic, and utility surveys

Catalina Ferreto – Labor Compliance

Catalina stands out as a leading figure in labor compliance monitoring and analysis, bringing over two decades of specialized experience to the field. She is dedicated to ensuring labor compliance across a variety of infrastructure projects. Catalina's expertise is particularly noted in projects that range from city park enhancements to critical water supply improvements, where her firm has delivered comprehensive labor compliance services. These services include monitoring prevailing wages, verifying contractor compliance, conducting field interviews, and managing comprehensive documentation to ensure projects adhere to state and federal labor standards. Catalina's work reflects a deep commitment to fostering ethical labor practices, emphasizing the importance of accurate record-keeping and regulatory compliance to uphold the rights of workers and the integrity of public works projects.

MNS will perform the following tasks:**Task 1 - Public Works Inspection**

MNS will provide public works inspection services to the City of Palmdale to observe the ongoing construction operations of the Contractor. The Inspector will be onsite during construction activities to inspect and verify the work is constructed in accordance with the City approved plans and specifications. The Construction Inspector, in addition to performing inspection duties, will perform the Project Management Services listed in Task 1b. The Construction Inspector's responsibilities will include:

- Full Time inspection of contractor's work.
- Prepare daily Inspection reports.
- Verify materials incorporated into the project meet contract requirements.
- Photo documentation.
- Punchlist oversight.
- Assist City Project Manager with successful delivery of the project.
- Review Contractor submittals, RFI's, Change Order Requests as directed by the City.
- Attend all Project Meetings and Pre-Construction Meeting.
- Ensure contractor is maintaining as-built-plans.

Task 2 Project Closeout

At the culmination of a construction project, it is crucial to ensure a seamless transition from construction to operation. The following list outlines the key tasks to be completed for project closeout:

- Oversee contractor completion of all items listed in the Punch List.
- Contractor delivery of as-built drawings to document the final constructed state of the project.
- Review final project payment quantities.

Task 3 – Project Management Assistance - Quality Assurance / Quality Control

MNS will provide project management assistance to a City Project Manager, following a comprehensive and adaptable approach that encompasses all facets of project delivery. This includes rigorous planning, stakeholder engagement, risk management, and the implementation of best practices in project management methodologies. MNS will assist the City Project Manager set clear objectives and milestones, leveraging technology for project tracking and communication, and fostering a collaborative environment, you can ensure that projects are completed on time, within budget, and to the City of Palmdale expected quality standards. Our goal is to support the City Project Manager in navigating the complexities of the project. The following list outlines the key tasks to be completed:

- Kickoff Meeting: Schedule and conduct a project kickoff meeting to align team members on project goals, roles, and expectations.
- Project Plan Creation: Develop a detailed project plan, outlining key milestones, deadlines, and responsibilities.
- Stakeholder Engagement: Identify all project stakeholders and plan regular updates and check-ins to keep everyone informed and engaged utilizing email and City VPM system.
- Track Project Budget Setup: Establish a project budget, detailing all expected costs and allocate funds accordingly.
- Resource Allocation: Assign team members to specific tasks and ensure all necessary tools and resources are available.
- Risk Management Plan: Identify potential risks and create a risk management strategy to mitigate them.
- Permit and Approval Process: If applicable, manage the process of obtaining all necessary permits and approvals from relevant authorities.
- Progress Monitoring: Set up a system for tracking progress against milestones and adjusting plans as necessary.
- Quality Assurance: Implement quality control procedures to ensure project outputs meet or exceed expectations.
- Communication Plan: Develop a communication plan that details how project information will be shared with the team and stakeholders.
- Feedback Mechanisms: Establish mechanisms for collecting feedback from team members and stakeholders to inform project improvements.
- Final Review and Documentation: Conduct a final project review, document lessons learned, and ensure all project documentation is complete and archived.
- Project Closure: Officially close the project, release resources, and celebrate your team's success.

MNS Staff has reviewed the project plans and specifications and identified the following Risks for the project and incorporated monitoring and mitigation strategies into our proposal.

Risk ID	Risk Description	Impact	Likelihood	Mitigation Strategies
1	Damage to existing public street infrastructure	High	Medium	Conduct pre-construction photo documentation.
2	Safety incidents among construction workers and public	High	Medium	Ensure Contractor has appropriate safety protocols in place during construction.
3	Complaints from residents / business	Medium	High	Ensure the contractor is providing the required notices.
4	Budget overruns	High	Medium	Regular review potential issues with City Project Manager.

Risk ID	Risk Description	Impact	Likelihood	Mitigation Strategies
5	Non-compliance with Plans and specifications	High	Low	Regular compliance checks. Ensure plan details are correctly constructed in the field. MNS Staffing understands pavement rehabilitation standards.
6	Coordination City Staff, Sheriff, and County	High	High	Ensure the contractor provides frequent project updates and ensure the weekly project meetings provide information on the look ahead schedule.
7	Cost Escalation from delays	High	Low	Identification of potential schedule impacts before issuance of the NTP.
8	Material Testing and Construction Standards Adherence	High	Medium	Coordinate with Material Testing Consultant to ensure appropriate compaction and materials are incorporated into the project in accordance with the project plans and specifications.
9	Construction Staking	High	Low	Ensure the contractor is providing the necessary survey construction staking to meet plan requirements.
10	Survey Monument Preservation	Medium	Medium	Ensure the contractor conducts the appropriate pre-construction data collection of existing monuments within project limits.
11	County Portion of the Work on 10 th Street West	High	Low	Ensure coordination with the County Public Works Department to ensure there are no delays due to coordination issues. Include the County on related project meetings including the pre-construction Meeting. Verify the County has approved plans and will issue permit.
12	35 th Street portion of the work from 251+25 to 270+30 extends outside City R/W based upon plans.	High	High	Review and address prior to notice to proceed.
13	Construction notes 9 and 14 call out polymer modified AC, but there is no call out for aggregate size.	Low	Low	Determine as part of project material submittals.
14	Ave R work from Division to Sta 179+91 shows a "V" ditch but there is not detail shown.	Low	Low	Provide detail prior to start of construction.

Task 4 – Construction Survey and Monument Preservation

MNS Engineers will perform the necessary field survey work to support the project, including, construction staking, and monument preservation. MNS will develop existing line and grade pursuant to the approved plans. All field work will conform to state prevailing wage rates. The following list outlines the key tasks to be completed for Construction Survey and Monument Preservation:

Task 4.1 – Control Establishment

MNS will establish the project control based on the provided project control scheme and the AutoCAD project files.

Task 4.2 – Pre-Construction Field Topo

MNS will provide field topographic mapping (topo) along the existing construction centerline and edge of pavement every 100ft prior to construction. The elevations derived from the field topo will be used as the controlling crown elevation for repaving the proposed Arterial St per PN 869 and 847A.

Task 4.3-Monument Preservation

MNS will establish four reference marks for each found monument. MNS has researched LACO Survey records and found a total of 27 existing CL monuments. If more than 27 monuments are discovered during construction this portion of the contract will need to be renegotiated.

Reference marks will be established using the California Board of Registration standard form for corner records as approved April 1, 2017. Field measurements will establish horizontal relationships between all reference marks and the Survey Monument.

Corner Records: Pre-Construction

- MNS will prepare one corner record for each of the referenced monuments using the California Board of Registration standard form for corner records as approved April 1, 2017. The corner records will be submitted to the City of Palmdale's City Engineer prior to construction.

Corner Record: Post-Construction

- MNS field crews will utilize the above-mentioned pre-construction Corner Records to locate the existing reference points and check for horizontal disturbances. If MNS discovers the monument has been disturbed or destroyed MNS will re set a durable monument using the above mentioned ties. If a well monument is required, this portion of the contract will need to be renegotiated to include an additional set of straddle ties and a return trip to stamp the final monument.
- After the monuments have been re set MNS will prepare one corner record for each destroyed or disturbed monument using the California Board of Registration standard form for corner records as approved April 1, 2017. The corner records will be submitted to the City of Palmdale's City Engineer.

Task 4.4 – Edge of Pavement Stakes

In the areas where there is not any curb and gutter MNS will provide one set of stakes every 100ft and at all BC's, EC's and Angle Points. With a grade to EP Finish Surface and a grade distance to the CL crown that was derived from the pre-construction center line as-builts

Task 5 – Labor Compliance

MNS Engineers will perform the requested Labor compliance monitoring for the Project. The following list outlines the key tasks to be completed for Labor Compliance:

- Review contract provisions and labor compliance requirements with the project team.
- Determine the specific labor standards and dates of effect for Wage Federal Davis Bacon and State Prevailing Wages for the construction project.
- Set up and maintain all compliance files and documents relating to prevailing wages for Federal Davis Bacon and State Prevailing Wages activities.
- Set up and maintain labor compliance files tracking the prime contractor and subcontractors.
- Attend the pre-construction meetings to discuss prevailing wage requirements with contractors and subcontractors.
- Review Contractor's compliance with all State and Federal required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Affirmative Action Plan.
- Verify that certified payroll records are submitted by prime contractors and their subcontractors.
- Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable contract provisions.
- Reconcile Weekly Certified Payroll Reports (CPR) & supporting documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.

- Review and verify Fringe Benefit Statements are consistent with the contract provisions and State of California requirements.
- Monitor the submittal of Training Fund Contribution Reports.
- Monitor workforce utilization reports to verify trade and apprenticeship participation.
- Identify violations and investigate complaints of underpayment to workers.
- Notify delinquent, uncertified, inaccurate, and improperly completed payroll records and recommend appropriate corrective action for lack of strict compliance.
- Review contractors' compliance with the City of Palmdale's Community Workforce Agreement.

Wage Underpayment and Restitution Activities

- Identify wage underpayment through audits of payroll documents, during onsite employee interviews or by complaints filed by workers on the project.
- Calculate and recommend the dollar amount for wages due that should be withheld from the contractor's payments/retention.
- Prepare documentation that lists the week endings worked, the name of the worker, trade classification, number of hours worked, rate paid, correct prevailing wage rate and the amount due each worker. Prepare and submit documentation to the City.

Task 6 – Materials Testing and Conformance to City Quality Assurance Program

MNS has supplemented our in-house team of professionals with the addition of experienced and qualified subconsultants. The Team has reviewed the City of Palmdale's Quality Assurance Program dated October 20, 2020. In response to the City's needs for materials testing, we are providing a comprehensive quality assurance and testing services for its upcoming street resurfacing project which is in conformance with the City's adopted quality assurance program. Our program emphasizes a systematic approach to independent assurance sampling and testing, ensuring all materials and workmanship employed in the construction projects align with the contract's stipulations and the City's high standards. Our proposed QAP includes rigorous acceptance testing protocols to evaluate the quality and suitability of materials and workmanship, employing acceptable testing standards.

In summary, our proposal promises to deliver a meticulously designed and executed Quality Assurance Program that incorporates best practices and meets the City's specific requirements. By prioritizing the accuracy of testing, calibration of equipment, and certification of personnel, we aim to ensure the highest quality outcomes for the City's construction projects, thereby fostering a safe, durable, and cost-effective infrastructure for the community.

The following list outlines the key tasks to be completed for Materials Testing and Conformance to City Quality Assurance Program:

- Quality Control and Independent Assurance for all materials testing.
- Provide qualified field staff.
- Material testing documentation and reporting.
- Qualified laboratory facilities.
- Field Sampling with City of Palmdale QAP.
- Plant Inspection and testing.

Fee Compensation

MNS proposes to provide Public Works Inspection as outlined in the Scope of Work on a time and materials not-to-exceed basis. The estimated cost of services is shown in the attached Staffing Plan in accordance with the approved plans, standard specifications, and construction schedule. Actual costs billed to the City will be on actual time spent; the budget will require prior written approval from the City if it exceeds the approved budget total. Based upon our project understanding and estimated number of support hours needed to ensure a quality project.



Based upon the staffing plan MNS estimates the total cost to provide the scope of services outlined in this letter proposal throughout the 110 contract working days to be \$824,915.

Conclusion

We look forward to working with the City of Palmdale to complete this project. Please feel free to contact Robert Newman with any questions you may have about our proposal at 661-510-0111 or RNewman@mnsengineers.com.

Sincerely,
MNS Engineers, Inc.

A handwritten signature in blue ink, appearing to read "Jeff Edwards", with a long horizontal line extending to the right.

Jeff Edwards, Vice President
Government Services Division

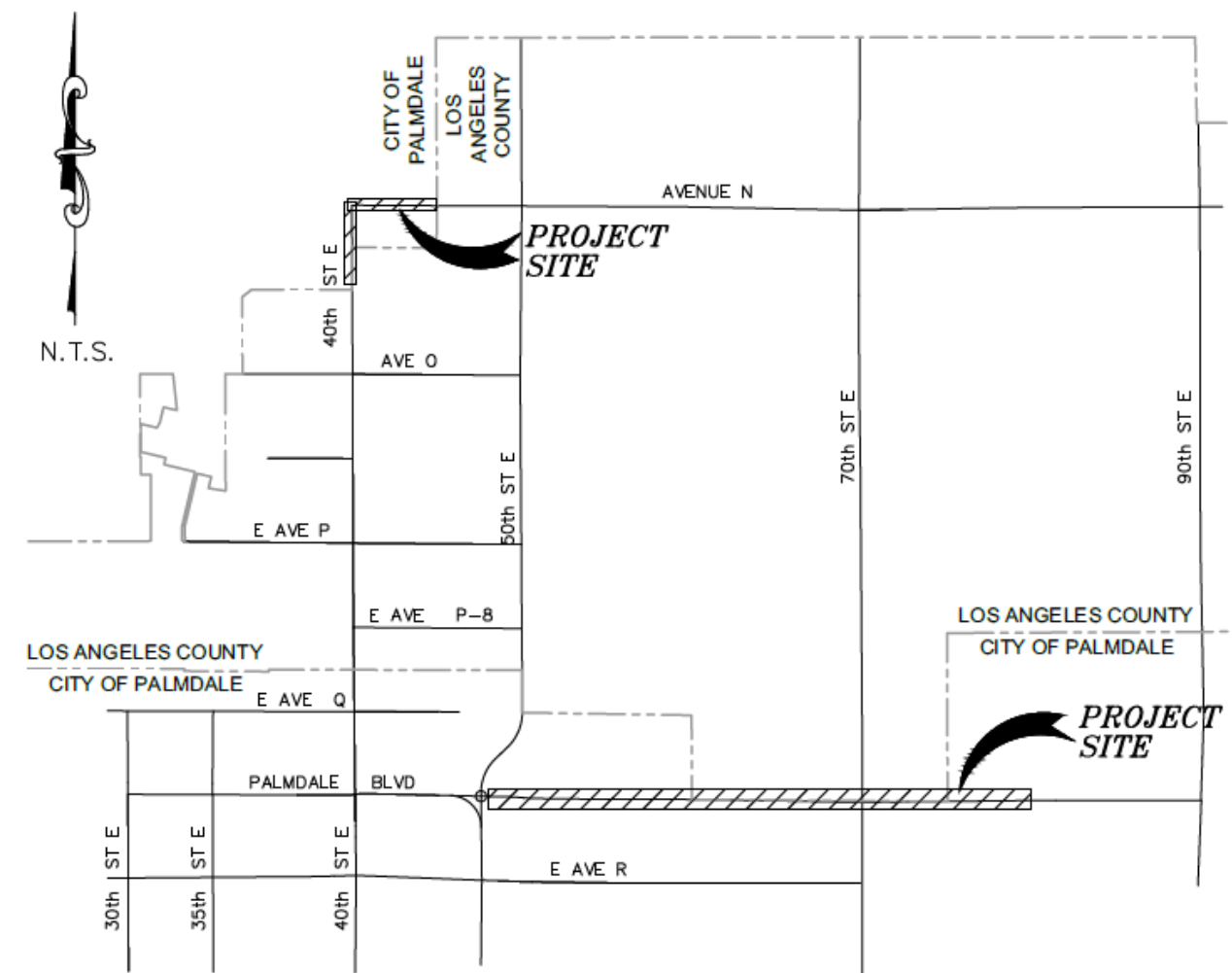
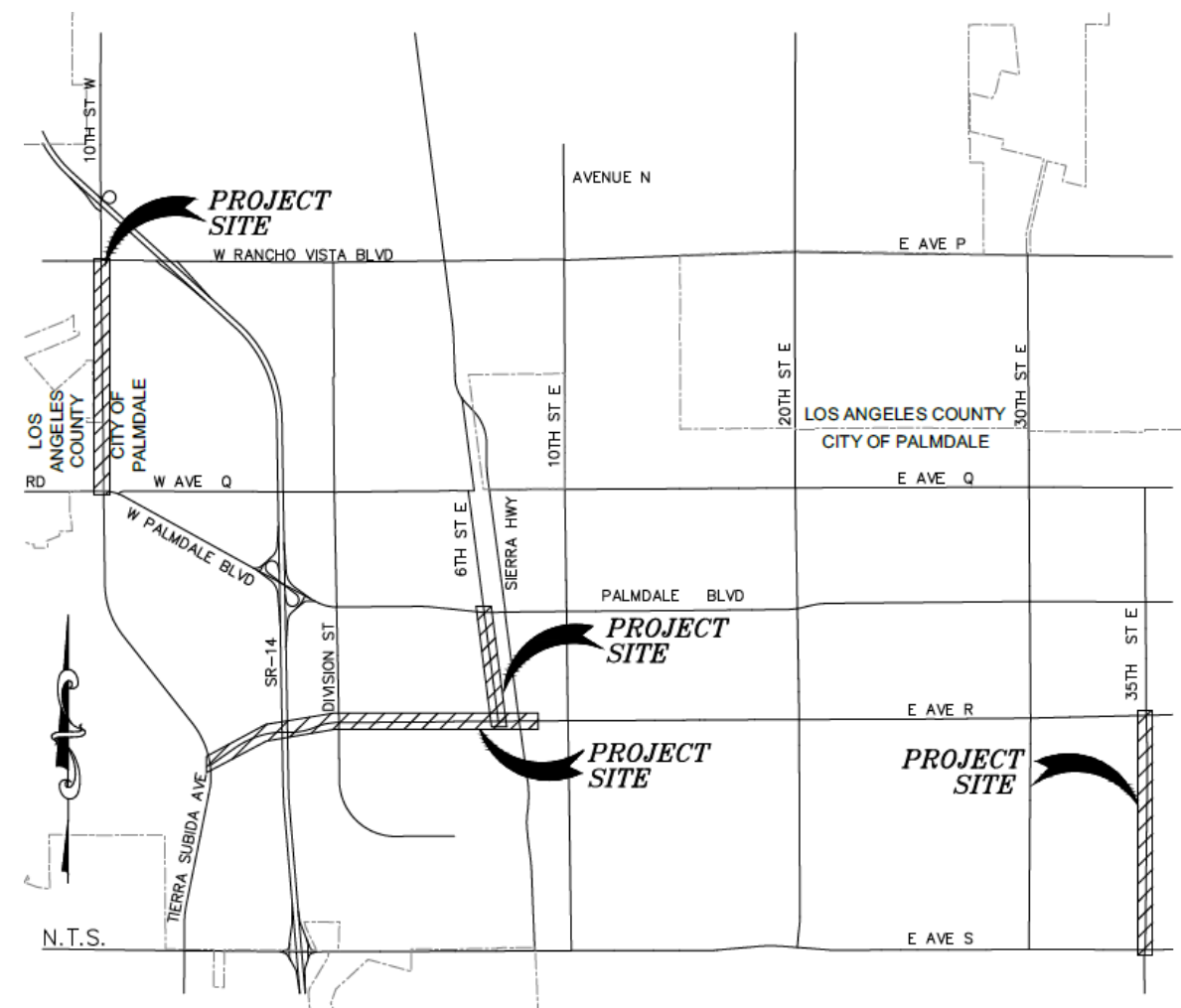
14-Mar-24										
 MNS Fee Estimate City of Palmdale Professional Consultant Services Palmdale Arterial Rd Rehab (PN847a and PN860)										
		2024	\$185	\$295	LS	Labor Officer- Analyst	Material Testing and Compliance	Principal in Charge	Total Resource Hours	Total Resource Costs
Task 1										
1- Construction Inspection										
1.1 Constructon Inspector (110 Working Days - Project Initiation)*		1,120							1,120	\$207,200
1.2 Construction Inspector (2nd Inspector during 2 operations - 70 days)		560								
1.3 Inspecton Oversight / QA QC			36					12	48	\$14,520
Task 1 Subtotal		1,680	36	0	0	0	0	12	1,728	\$221,720
Task 2										
2 - Close-Out / Punch List										
2.1 Project Close-out / Punch List		80	20					2	102	\$21,350
Task 2 Subtotal		80	20	0	0	0	0	2	100	\$21,350
Task 3										
3 - Project Management Assistance - QA / QC										
3.1 - Project Management Assistance - QA / QC			320						320	\$94,400
Task 3 Subtotal		0	320	0	0	0	0	0	320	\$94,400
Task 4										
4 - Construction Survey and Monument Preservation										
4 - Construction Survey and Monument Preservation										
Task 4 Subtotal		0	0	\$209,400	0	0	0	0	0	\$209,400
Task 5										
5 - Labor Compliance										
5 - Labor Compliance						140				\$22,680
Task 5 Subtotal		0	0	0	140	0	0	0	140	\$22,680
Task 6										
Task 6 - Materials Testing and Conformance to City Quality Assurance Program										
Task 6 - Materials Testing and Conformance to City Quality Assurance Program										\$255,365
Task 6 Subtotal		0	0	0	0	\$255,365	0	0	0	\$255,365
TOTAL		1,760	376	209,400	140			14	2,288	\$824,915

* Includes 80 hours for work effort prior to NTP (Pre Con Mtg / Coordination / Plan Familiarization)

CIPAL.240086 Arterial St Resurface

ATCH 1

PN 869 ARTERIAL ROAD REHABILITATION PROJECT





City Council Staff Report

DATE: APRIL 3, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

DISTRICT: 1, 2

SUBJECT: ADOPT RESOLUTION NO. CC 2024-039; APPROVING MAJOR MODIFICATION 24-0003; A REQUEST TO MODIFY THE CONDITIONS OF APPROVAL FOR TENTATIVE TRACT MAP 61894 AND FIND THAT THE PROJECT IS CONSISTENT WITH THE PREVIOUSLY CERTIFIED ENVIRONMENTAL IMPACT REPORT AND ADDENDUM PREPARED FOR THE ANAVERDE NUEVO SPECIFIC PLAN

RECOMMENDATION

The Planning Commission recommends that the City Council:

1. Receive public testimony regarding proposed Major Modification (MOD) 24-0003;
2. Adopt Resolution No. CC 2024-039 approving MOD24-0003; and,
3. Find that the environmental impacts of the proposed project are addressed by the Environmental Impact Report (EIR) and subsequent Addendum prepared for the Anaverde Nuevo Specific Plan.

BACKGROUND

On February 24, 1992, the City Ranch Specific Plan (SP) and EIR 89-03 were considered by the Planning Commission and recommended for approval by the City Council (General Plan Amendment 91-4, Pre-Zone 89-6, Specific Plan 89-3, and DA 92-2; Resolution Nos. 92-13 and 91-114). The SP and EIR were subsequently approved by the City Council (Resolution No. 92-58 and Ordinance No. 971) in March of 1992.

Development Agreement (DA) 92-2 became effective on May 8, 1993, with an expiration date of May 10, 2013. On December 13, 2012, DA 92-2 was subsequently amended (Development Agreement Amendment 12-01) to modify timing and mitigation fees related to the construction of the required fire station. On March 6, 2013, the City Council

approved the amendment; however, the agreement's expiration date still needed to be amended, and the agreement expired on May 10, 2013.

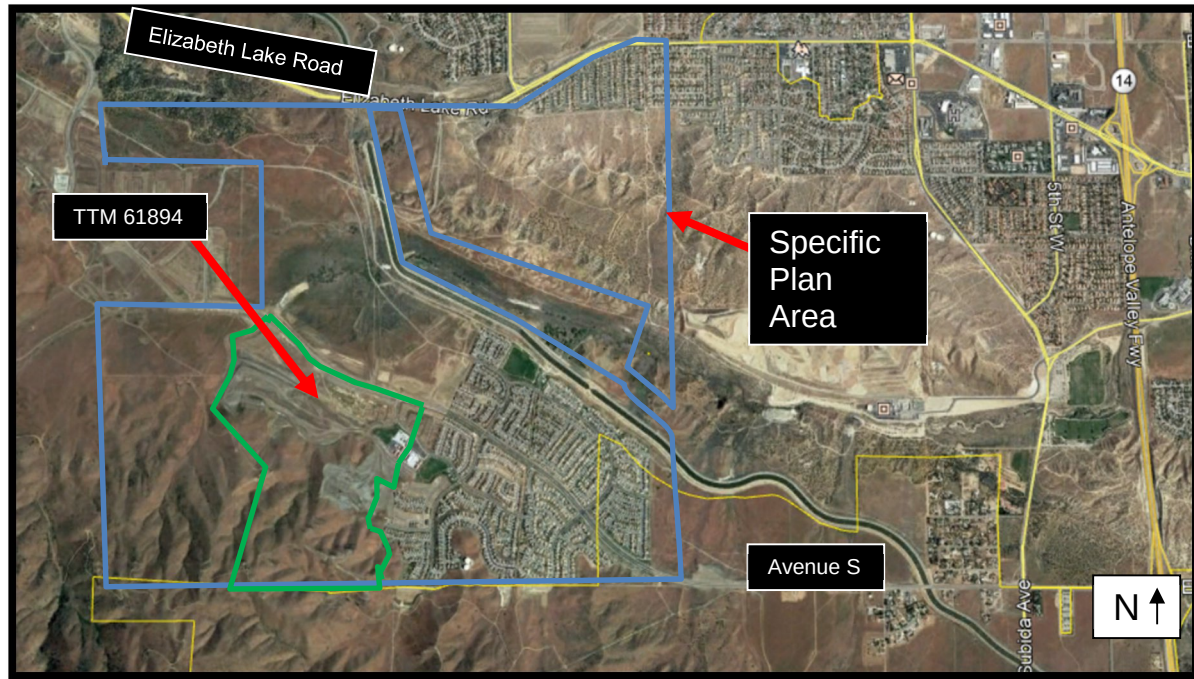
On March 14, 2005, the City Council approved Tentative Tract Map (TTM) 61894 through Resolution No. CC 2005-060, which established an expiration date of May 10, 2013. Subsequently, two legislative time extensions (Assembly Bill [AB] 333 and AB 208) were approved automatically, extending the map for a total of four years until May 10, 2017. On July 11, 2017, the City Council approved Resolution No. CC 2017-030 for the first discretionary three-year time extension, which extended the expiration of the map until May 10, 2020. Subsequently, on September 28, 2020, an 18-month time extension pursuant to AB 1561 automatically extended the expiration of the map until November 10, 2021. On November 17, 2020, the City Council approved a second and final discretionary three-year time extension pursuant to Resolution No. CC 2020-102 extending the life of the map until November 10, 2024.

In 2021, the SP was amended (Specific Plan Amendment [SPA] 18-003) and renamed to the Anaverde Nuevo Specific Plan (Ordinance No. 1573). The amendment increased open space, reduced park space, reduced the overall number of dwelling units, allowed for the development of active adult communities, reduced the size of future commercial development, and eliminated the golf course. In conjunction with SPA 18-003, a Major Modification to TTM 61894 was also approved (Resolution No. CC 2021-106), which revised the conditions of approval to ensure consistency with the updated specific plan. An Addendum to the 1992 EIR was adopted in conjunction with the SPA 18-003 and the Major Modification to TTM 61894.

DISCUSSION

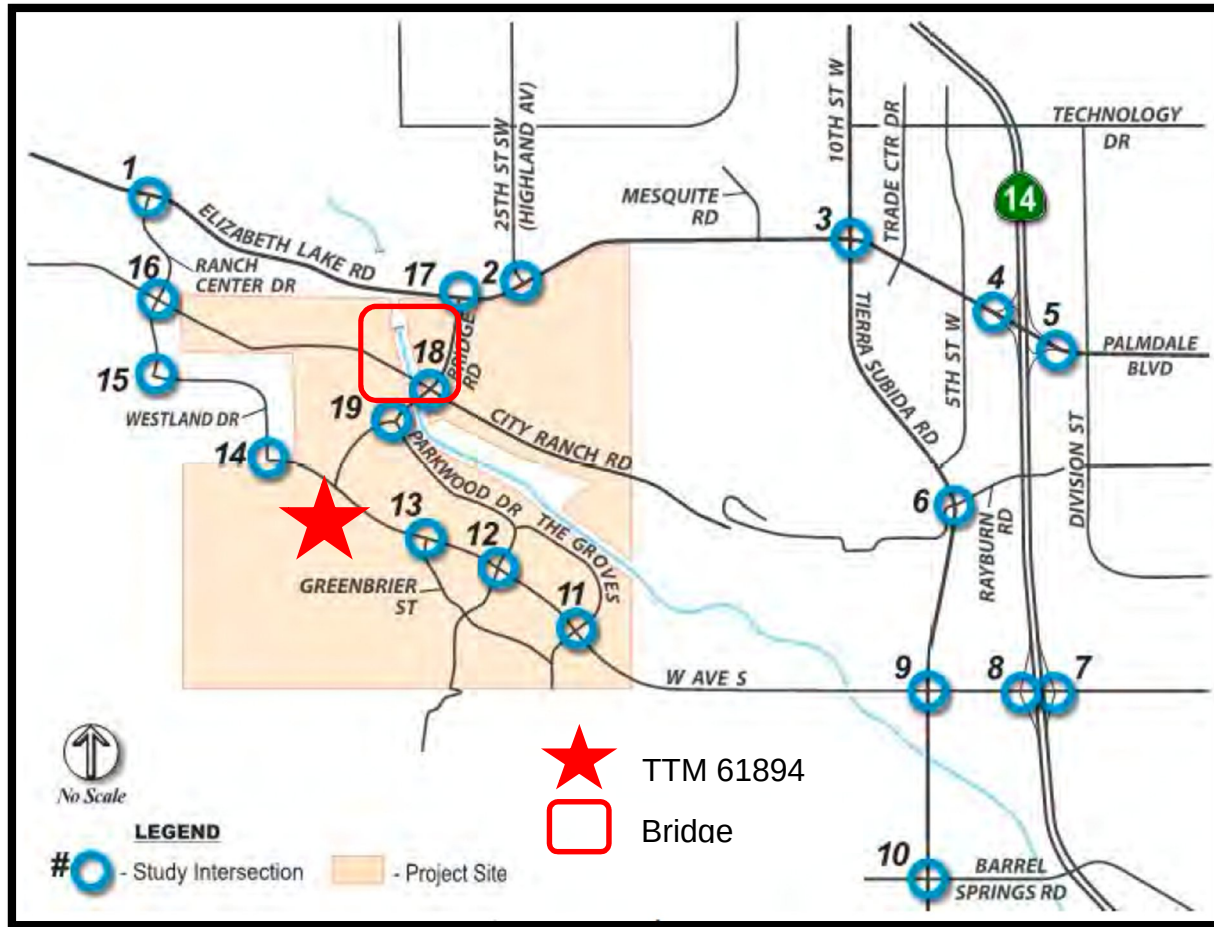
The applicant is requesting approval of a Major Modification to revise several conditions of approval for TTM 61894 related to the timing, width, and financing of future Bridge Road, which includes a new bridge over the California Aqueduct.

FIGURE 1 – AERIAL MAP



Bridge Road, shown in Figure 2 below, extends from Avenue S to Elizabeth Lake Road and is intended to provide a tertiary point of ingress and egress to the Avenue S corridor. Although the bridge is located outside of (and north of) the boundary of TTM 61894, conditions related to the timing of the design and construction of Bridge Road were included within the conditions of approval for TTM 61894 to ensure that the roadway was constructed in a timely manner and in accordance with the traffic analysis prepared for the SP.

FIGURE 2 – ANAVERDE PRIMARY ROADWAY MAP



To date, 1,627 homes have been built in the SP and a total of 1,870 remain to be constructed:

TABLE 1 – SPECIFIC PLAN STATISTICS

Status	Number of Units
Constructed to Date:	1,627 units
Entitled, Not Constructed:	448 units*
Total Number of Unconstructed Units Remaining:	1,870 units**

*TTM 61894, which expires November 2024

**Includes TTM 61894

The currently approved conditions of approval for TTM 61894 include requirements related to the construction of the bridge portion of Bridge Road. As currently conditioned, two key milestones are identified:

- Plans for the bridge must be submitted and approved prior to the occupancy of the **112th** dwelling unit within TTM 61894 or the beginning of the construction of any other remaining portion of the SP.
- The bridge must be constructed and operational prior to the occupancy of the **223rd** dwelling unit within TTM 61894 or the occupancy of any other unit within the remaining portion of the SP.

The Applicant is proposing to revise the conditions as follows:

- 1) Allow design of the bridge to occur by the occupancy of the **448th** dwelling unit and construction of the bridge to occur by the **518th** dwelling unit.
- 2) Reduce the required width of the bridge and roadway from 80/64 (total width/curb-to-curb width) to 70/54 and add a requirement for a minimum 4-foot-wide median.
- 3) Eliminate specific requirements for the width of Bridge Road at certain intersections.
- 4) Add a new condition of approval requiring the establishment of a Community Facilities District to help finance future infrastructure improvements and revisions to several conditions related to the width of Bridge Road have been proposed and are also outlined within the attached Resolution.

No revisions, other than those outlined within the attached Resolution, are proposed for TTM 61894, and all other existing conditions of approval will remain applicable to the project.

FISCAL IMPACT

\$0; The applicant paid the fees associated with the submittal of the application. Approval of the proposed changes would result in no direct costs to the City; however, as outlined within the proposed revisions, a new Community Facilities District will be created, which will provide funding for infrastructure required for the buildout of the Anaverde Nuevo development.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

- A. Seek innovative, cost effective, customer focused methods of service delivery.
- C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Eric Norris, Contract Planner
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Reso. No. CC 2024-039
Rpt. Anaverde Nuevo Final Environmental Impact Report, MMRP, and Addendum
(available at <https://www.cityofpalmdaleca.gov/277/Environmental-Documents>)

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE
APPROVING MAJOR MODIFICATION 24-0003; A REQUEST TO AMEND
THE CONDITIONS OF APPROVAL FOR TENTATIVE TRACT MAP 61894
TO CHANGE THE REQUIRED DESIGN AND TIMING FOR BRIDGE
ROAD, A NEW ROADWAY AND BRIDGE OVER THE CALIFORNIA
AQUEDUCT, WITHIN THE ANAVERDE NUEVO SPECIFIC PLAN

WHEREAS, New Anaverde, LLC, has filed an application requesting the approval of Major Modification (MOD) 24-0003 to revise the conditions of approval for Tentative Tract Map (TTM) 61894, described herein (hereinafter "Application"); and

WHEREAS, TTM 61894 is located within the Anaverde Nuevo Specific Plan which is generally located south of Elizabeth Lake Road between Ranch Center Drive and Louise Lane (approximately 5,500 feet west of Tierra Subida Avenue) and continuing south of Avenue S to the Palmdale City limits as shown on the map attached hereto as Exhibit A; and

WHEREAS, On March 14, 2024, the Planning Commission of the City of Palmdale conducted a duly noticed public hearing on the Application and recommended City Council approval of the Application on that date; and

WHEREAS, on April 3, 2024, the City Council of the City of Palmdale conducted a duly noticed public hearing on the Application and concluded said hearing on that date. Evidence, both written and oral, was duly presented and considered by the City Council at the aforesaid public hearing, including but not limited to, the staff report dated April 3, 2024; and

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

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council hereby finds as follows with respect to the environmental document prepared for the project:

- a) Pursuant to the CEQA and the City's local CEQA Guidelines, an Initial Study was prepared for the project in conjunction with the original approval and on March 24, 1992, the City Council adopted an Environmental Impact Report (EIR 89-03) (State Clearing House No. 89090619) for the approval of the City Ranch Specific Plan (now Anaverde Nuevo)(SP). The EIR identified potential significant impacts with respect to: public health and safety, land use, population, housing, geology, hydrology, biology, aesthetics, light and glare, archaeology, and paleontology. A Statement of Overriding Consideration was adopted by the City Council in conjunction with the original approval.

In 2021, City Council approved Specific Plan Amendment 18-003 and TTM 61894 Major Modification No. 1, which included: reduction of the total number of residential units from 5,200 to 3,945, reduction of proposed commercial development from 260,000 square feet to 41,000 square feet, conversion of 1,320 units to age restricted senior housing (55 years and older), elimination of the golf course resulting in an increase in open space and modifications to conditions of approval to reflect these changes. Staff review of the revisions to the 2021 proposal determined that a subsequent or supplemental EIR as described in CEQA Guidelines Sections 15162 and 15163 was not required for the project because the modifications did not propose significant revisions to the project, there were no significant changes in circumstances and there was no new information of substantial importance that would involve new significant environmental effects or increase the severity of previously identified significant effects. As such, an addendum to the EIR was prepared in accordance with CEQA Guidelines Section 15164 which identified that there were no new or additional significant impacts that were not already addressed by the EIR (which can be viewed here: <https://www.cityofpalmdaleca.gov/277/Environmental-Documents>).

The current proposed changes to the Conditions of Approval for TTM 61894 do not propose any revisions to the project that would change any of the impacts analyzed in the original EIR or the Addendum. The layout of TTM 61894 and the number and type of proposed dwelling units would not be changed, and the planned roadway system shown in the SP would be built as planned. Therefore, the previously certified EIR and Addendum adequately address all of the impacts of the proposed project.

- b) The custodian of records for all other materials which constitute the record of proceedings upon which the City Council's decision is based, is the Planning Manager of the City of Palmdale. These documents are available for public review in the Planning Division of the City of Palmdale located at 38250 Sierra Highway, Palmdale, California 93550, telephone (661) 267-5200.

SECTION 3. Based upon substantial evidence presented to the City Council during the above-referenced April 3, 2024, public hearing, including public testimony, and written and oral staff reports, the City Council specifically finds as follows:

- a) The proposed subdivision, together with the provisions for its design and improvement, shall be consistent and compatible with the maps, goals, objectives and policies of the General Plan, Zoning Ordinance, and any applicable specific plan.

The modifications to the Conditions of Approval for TTM 61894 do not affect the implementation of the planned roadway system for the SP. No physical changes are proposed to the uses or configuration of the approved TTM. The changes only affect the timing of the design and construction of Bridge Road and minor changes to the width of a portion of Bridge Road, which would be built to its ultimate lane configuration as shown in the SP.

- b) The tentative map does not propose to divide land which is subject to contract entered into pursuant to the California Land Conservation Act of 1965, or the land is subject to a land conservation act contract but the resulting parcels following division of the land will not be too small to sustain their agricultural use.

A review of the preliminary title report for the subject property revealed that the property in question has not been included in the California Land Conservation Act of 1965. The California Land Conservation Act provides property tax reductions for farmland and land designated for open space in exchange for a 10-year agreement that the land will not be developed or otherwise converted to another use. The subject site is not and has not been designated for farmland or open space and therefore, the TTM is not subdividing land that is subject to a contract.

- c) The site is physically suitable for the type and proposed density of development proposed by the tentative map.

Pursuant to the previous approval of the tentative tract map and subject environmental clearance document, the site has been determined to be physically suitable for the type and proposed density of development. The requested modification includes revisions to the Conditions of Approval for the project that do not change the lot configuration or use of the site. TTM 61894 represents approximately 461 acres of the total 1,400-acre SP area. The TTM is proposing 448 units for an overall density of less than one dwelling unit per acre. This low density is achieved by preserving significant landforms and ridgelines and avoiding seismic hazards and environmentally sensitive areas making the proposed development physically suitable for the site.

- d) The design of the subdivision and the proposed improvements, with conditions of approval, are either not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat; or the design of the subdivision and the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, but an environmental impact report has been prepared and a statement of overriding considerations has been adopted, pursuant to Public Resources Code Section 21081(c), finding that specific economic, social or other considerations make it not feasible to adopt the mitigation measures or project alternatives identified in the environmental impact report.

The Certified EIR (which can be viewed here: <https://www.cityofpalmdaleca.gov/277/Environmental-Documents>) includes mitigation measures to address potential significant impacts with respect to: public health and safety, land use, population, housing, geology, hydrology, biology, aesthetics, light and glare, archaeology, and paleontology. The EIR identified that development of the SP would result in significant adverse environmental impacts to the following areas: introduction of residents to seismic hazards, direct and cumulative degradation of air quality, loss of visual resources, introduction of people to potentially harmful electromagnetic radiation, loss of open space, increase in population, jobs/housing imbalance, loss of biological resources, increased noise levels in the project vicinity, light and glare, water supply, community services and utilities, and cumulative loss of archeological and paleontological resources. The impacts to these resources will remain significant even after all feasible mitigation measures have been applied to the project and therefore, a Statement of Overriding Considerations was adopted by the City Council on March 24, 1992.

An Addendum to the EIR was approved in conjunction with Specific Plan Amendment 18-003/Tentative Tract Map 61894 Major Modification No. 1, which repositioned the development plans to meet anticipated future market demand within the constraints of the existing EIR. Staff has reviewed the proposed revisions to the conditions of approval, which include modifications to the timing of the design and construction of the bridge over the California Aqueduct, as well as minor changes to the ultimate width of portions of Bridge Road for TTM 61894, and has determined that a subsequent or supplemental EIR as described in California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15163 is not required for the project because the modifications do not propose significant revisions to the project, there are no significant changes in circumstances and there is no new information of substantial importance that will involve new significant environmental effects or increase the severity of previously identified significant effects. As such, the project is consistent with the EIR and Addendum to the EIR, which were prepared in

accordance with CEQA Guidelines Section 15164 and identified that there were no new or additional significant impacts that were not already addressed by the EIR.

- e) The design of the subdivision and the type of improvements are not likely to cause serious public health and safety problems.

The discharge of waste from the proposed subdivision into an existing community sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board. No violation will be created because the applicant is required to comply with the Conditions of Approval, which require Department of Water Resources approval for location of sanitary sewer trunk lines, and preparation of a sewer area study to the satisfaction of the City Engineer and the Los Angeles County Sanitation District. The Application does not propose to change the design of the subdivision or the type of improvements.

- f) The tentative map design provides for future passive or natural heating or cooling opportunities in the subdivision to the extent feasible.

The proposed project includes modifications to the Conditions of Approval for TTM 61894 which include modifications to the timing of the design and construction of the bridge over the California Aqueduct, as well as minor changes to the ultimate width of portions of Bridge Road. No physical reconfiguration or change of use is proposed. The development is designed with adequate dimensions to maximize the opportunities for passive and natural heating and cooling. The topography of the site has been considered in the maximization of passive or natural heating and cooling opportunities. Based upon a review of the TTM, each lot meets or exceeds the minimum size, width, and depth requirements as specified within the SP and PMC. In addition, the proposed modifications to the Conditions of Approval does not physically alter development of the project because the single-family and multiple-family residences are intended to be developed as previously approved.

- g) The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of the private property within the proposed subdivision, or the design of the subdivision and the type of improvements will conflict with the easements acquired by the public at large for access through or use of property within the proposed subdivision but alternate easements which are substantially equivalent to those previously acquired by the public will be provided.

The case planner's review of the title report for the site revealed that the design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of

property within the proposed subdivision because the existing easements along the western portion of the project site will not be altered by the proposed project. In addition, the approved Conditions of Approval within Resolution No. PC-2021-017 require dedication and improvement of publicly owned rights-of-way, storm drains, and other drainage facilities easements. The public improvements required for the subdivision are reasonable and proportional to the impacts caused by the proposed development and are necessary in order to provide access for future residents and patrons within the project, protect the subdivision, and surrounding properties, and promote the safety of the general public.

- h) The proposed subdivision, including any proposed phasing, represents orderly development of the project site and surrounding area.

The proposed subdivision, including any proposed phasing, represents orderly development of the project site and surrounding area because the SP land use designation is compatible with the adjacent existing and proposed uses, which include single-family residences, schools, parks and a fire station. In addition, the subdivision provides connections to the existing tract to the north and east and future connections to potential future development of the property to the west. Furthermore, the public improvements required for this subdivision are phased to meet the needs of the proposed subdivision by providing protection to the subdivision and surrounding properties from flooding impacts and promoting the safety of the general public through adequate infrastructure design.

SECTION 4. Based on the findings and conclusions set forth in Sections 1, 2, and 3 above, the City Council approves MOD24-0003 to revise the Conditions of Approval for TTM 61894 as set forth in Exhibit B.

SECTION 5. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this 3rd day of April, 2024.

Approved as to form:

Austin Bishop, Mayor

ATTEST:

William P. Curley, III
City Attorney

Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting 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 3rd day of April, 2024, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____
Rochelle Scott, Acting City Clerk

EXHIBIT A

**AERIAL MAP
FOR MOD24-0003 FOR TENTATIVE
TRACT MAP 61894**



EXHIBIT B

MOD24-0003

REVISED CONDITIONS OF APPROVAL TENTATIVE TRACT MAP 61894

GENERAL CONDITIONS:

- 31 The applicant shall be required to construct street improvements for Avenue S and Bridge Road as follows: (TE)

31.4 The applicant shall submit all necessary design documents and permit applications to the appropriate agencies, pay the appropriate review and permitting fees, and receive approval for the construction of Bridge Road between Elizabeth Lake Road and Avenue S prior to the occupancy of the ~~112th~~ **448th** dwelling unit within TTM 61894 or the beginning of construction within any other TTM within the boundaries of the Specific Plan, whichever occurs first.

31.5 The applicant shall complete construction, inspection, and receive approval from the appropriate agencies of Bridge Road, which shall cross the California Aqueduct, between Elizabeth Lake Road and Avenue S prior to the occupancy of the ~~223rd~~ **518th** dwelling unit within TTM 61894 or the occupancy of any unit in any other TTM within the boundaries of the Specific Plan, whichever occurs first. **A surety bond in an amount sufficient to cover the cost of construction of Bridge Road shall be posted prior to or in conjunction with the issuance of the 450th residential building permit.**

These requirements are based upon the assumptions of the phasing as shown in the traffic study prepared by DKS (i.e. the first phase includes 2,930 total units and the second phase includes an additional 1,015 units, for a total of 3,945 units). If the traffic study is modified in a manner that adjusts the unit count in each phase, then adjustments to the timing and requirements specified within this Condition of Approval may be warranted at the discretion of the City Engineer.

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE STAMPING OF **ANY FUTURE TENTATIVE TRACT MAP BEYOND** TENTATIVE TRACT MAP 61894 FOR CONDITION COMPLIANCE:

- 52 Bridge Road **from Avenue S to the bridge over the aqueduct shall** be designed and constructed with an 80-foot right-of-way width and a curb-to-curb width of 64-feet. **Bridge Road from the bridge over the aqueduct to Elizabeth Lake Road shall be designed and constructed with a 70-foot right-of-way width and a curb-to-curb width of 54-feet.** ~~between intersections from Elizabeth Lake Road through the Avenue S intersection to the southern border of TTM 61894. Approaching each intersection with the exception of Avenue S and Elizabeth Lake Road, Bridge Road~~

~~shall be widened to a minimum right-of-way width of 111 feet and a curb-to-curb width of 95 feet to accommodate the necessary turn lanes.~~ Design shall be subject to the approval of the City Engineer **and shall include a minimum 4-foot wide median.** The minimum right-of-way width north and south of Avenue S shall be a minimum of 110 feet with a minimum curb-to-curb width of 88 feet, for a minimum length of 600 feet. The minimum right-of-way width at Elizabeth Lake Road shall be a minimum of 91 feet with a minimum curb-to-curb width of 75 feet, for a minimum length of 500 feet. (TE)

THE FOLLOWING CONDITIONS SHALL BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH RECORDATION OF THE 61894 FINAL MAP OR ANY PHASE THEREOF:

- 127 Design and construction of Avenue S and Bridge Road shall include a **4-foot-wide** raised median. (TE)

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY NEW PORTION OF THE SPECIFIC PLAN AREA:

The developer shall establish a Community Facilities District (CFD) to fund infrastructure, which shall specifically include the construction of Bridge Road and the bridge over the aqueduct, in addition to other eligible public improvements and fees, prior to the issuance of the first residential building permit in TTM 61894 or in any other portion of the Specific Plan, whichever occurs first.



Economic and Community Development Department
Planning Division

Major Modification 24-0003

Palmdale City Council

April 3, 2024



Proposal

- A request to amend the conditions of approval for TTM 61894 regarding the timing of the construction of Bridge Road and requiring formation of a new Community Facilities District



Background

- 1992: City Ranch Specific Plan adopted
 - 2005: TTM 61894 approved
 - 2021: Anaverde Nuevo adopted, conditions for TTM 61894 amended
 - Nov 10, 2024: TTM 61984 expiration
- 
- A decorative graphic of a laurel wreath, rendered in a lighter blue shade than the background, is positioned in the lower right corner of the slide. It features a curved branch with several pointed leaves.

Development to Date

Status	Number of Units
Total Approved Units:	3,497
Constructed to Date:	1,627
Total Number of Unconstructed Units Remaining:	1,870
Entitled, Not Constructed: (TTM 61894)	448

Proposed Changes to Conditions of Approval

	Currently Required Timing	Proposed Timing
Bridge Design Completion	112 th unit	448 th unit
Construction Completion	223 rd unit	518 th unit

- Form a new Community Facilities District for infrastructure (including the bridge).

PC Recommendation

Adopt Resolution No. CC 2024-039 approving Major Modification (MOD) 24-0003 and finding that the environmental impacts of the proposed project are addressed by the Environmental Impact Report (EIR) and subsequent Addendum prepared for the Anaverde Nuevo Specific Plan

**CITY OF PALMDALE
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
PLANNING DIVISION**

M E M O R A N D U M

DATE: APRIL 3, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

DISTRICT: 1

SUBJECT: CONTINUE ITEM 7.2 - ADOPT RESOLUTION NO. CC 2024-017,
DENYING APPEAL 24-0002 AND UPHOLDING PLANNING
COMMISSION RESOLUTION NO. PC-2024-001 TO DENY
GENERAL PLAN AMENDMENT 23-0001, ZONE CHANGE 23-0002,
AND SPECIFIC PLAN AMENDMENT 22-001

RECOMMENDATION

Staff recommends that the City Council:

Continue Item 7.2 – Adopt Resolution No. CC 2024-017, denying appeal 24-0002 and upholding Planning Commission Resolution No. PC-2024-001 to deny General Plan Amendment 23-0001, Zone Change 23-0002, and Specific Plan Amendment 22-001 to July 17, 2024, City Council meeting to allow additional time for the appointed subcommittee consisting of Mayor Austin Bishop and Councilmember Eric Ohlsen to continue working with the appellant's, Renaissance Holdings LLC and Land Developers and Associates, and the stakeholders associated with the Palmdale Auto Mall to agree upon an amicable conclusion or solution.



City Council Staff Report

DATE: APRIL 3, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER DEPARTMENT
CITY CLERK DIVISION

DISTRICT: ALL

SUBJECT: DISCUSSION ON PROVIDING LANGUAGE INTERPRETATION
SERVICES AT REGULAR CITY COUNCIL MEETINGS

RECOMMENDATION

Council consideration to provide language interpretation services at all regular City Council meetings.

BACKGROUND

At the February 21, 2024, meeting, the Council directed staff to conduct research on how cities handle requests for language interpretation services at council meetings and bring forth the information at a future council meeting.

DISCUSSION

The City offers language interpretation services at Council meetings on a by-request basis, with a minimum of 72 hours advance notice.

Staff surveyed 29 cities and out of the 29 cities the following information was confirmed:

- 59% require a 24, 48, or 72-hour request for interpretation services;
- 24% have an outside interpreter at every meeting; and,
- 17% have staff on standby to interpret as needed.

A detailed list of the cities surveyed is provided in the attached table.

The average cost for interpretation services, including equipment when needed, is approximately \$2,400 per meeting, with an average of 24 meetings per year. If directed to move forward with providing services at each City Council meeting, the fiscal impact would be \$57,600 annually.

Report to Mayor and City Council

Re: Discussion on providing language interpretation services at regular City Council meetings

April 3, 2024

Page 2

FISCAL IMPACT

\$0; there is no fiscal impact associated with this action; however, if directed to move forward, the fiscal impact for the remainder of FY 2023-24 would be \$14,400.

STRATEGIC PLAN

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

- A. Involve and expand engagement to enhance public oversight and transparency.

Prepared by:

Certified as to availability of Funds:

Approved by:

Approved as to form:

Rochelle Scott, Acting City Clerk

Janelle Samson, Director of Operations

Ronda Perez, City Manager

William P. Curley, III, City Attorney

ATTACHMENTS

Table - Language Interpretation Services at City Council Meeting

Language Interpretation Services at City Council Meeting

City	Population	Demographic	Noticing Time	Service Provided By
Baldwin Park	69,455	African American – 1% American Indian – 3.1% Asian – 22.2% Hispanic – 72.8% White – 26.5%	N/A	Outside provider
Bell	32,466	African American – 2.6% American Indian – 1.1% Asian – 1.3% Hispanic – 89.1% White – 46.6%	N/A	Outside provider
Bellflower	76,405	African American – 12.2% American Indian – 1.3% Asian – 11.5% Hispanic – 60.1% White – 25%	24 hours	Outside provider, upon request
Buena Park	82,450	African American – 2.4% Asian – 32.7%, Hispanic – 40%, White – 38.3%,	48 hours	Outside provider, upon request
Burbank	105,833	African American – 3.1% Asian – 12.0%, Hispanic – 24.2%, White – 64.1%	48 hours	Outside provider, upon request
Corona	159,567	African American – 5.9% American Indian – 1.1% Asian – 10.9%, Hispanic – 48.4%, White – 46.3%	Staff on standby	Staff

*N/A indicates the city currently has a translator at every meeting.

Language Interpretation Services at City Council Meeting

City	Population	Demographic	Noticing Time	Service Provided By
Covina	49,489	African American – 3.5% Asian – 13.7% American Indian – 1.4% Hispanic – 61.8% White – 40.9%	48 hours	Staff
Downey	109,934	African American – 3.8% Asian – 7.2%, Hispanic – 74.4%, White – 37%	24 to 48 hours	Outside provider, upon request
Escondido	151,114	African American – 2.2% Asian – 6.4%, Hispanic – 52%, White – 53.9%,	72 hours	Outside provider, upon request
Garden Grove	169,254	Asian – 41.7%, Hispanic – 37.3%, White – 31.9%	72 hours	Outside provider, upon request
Glendale	189,221	African American – 1.8% Asian – 13.7%, Hispanic – 18.9%, White – 68.6%,	72 hours	Staff or the resident provides their own.
Huntington Beach	194,310	African American – 1.2% Asian – 12.5%, Hispanic – 19.7%, White – 65.8%,	48 hours	Outside provider, upon request
Huntington Park	52,633	American Indian – 1.7% Hispanic – 97%, White – 34.9%,	N/A	Outside provider at every meeting
Lancaster	169,185	African American – 21.2%, Asian – 4.1% Hispanic – 45.3%, White – 41.5%,	72 hours	Outside provider or staff upon request

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Language Interpretation Services at City Council Meeting

Long Beach	451,307	African American – 12%, American Indian – 1.3% Asian – 12.7% Hispanic – 44.1% White – 43.9%	24 hours	Outside provider, upon request
Lynwood	64,086	African American – 8.5%, American Indian – 1.6% Hispanic – 87.6% White – 33%	N/A	Outside provider
Montebello	60,569	American Indian – 2.6% Asian – 13.6% Hispanic – 78.1% White – 31%	72 hours	Outside provider, upon request
Norwalk	98,537	African American – 4.5% Asian – 13.4%, Hispanic – 69.4%, White – 27.4%,	48 hours	Outside provider, upon request
Ontario	179,061	African American – 5.6% Asian – 7.5%, Hispanic – 70.2%, White – 35.1%	Staff on standby	Staff
Palmdale	165,761	African American – 14% Asian – 5.7% Hispanic – 64.9% White – 18.4%	72 hours	Outside provider, upon request
Pasadena	137,554	African American – 8% Asian – 17.8%, Hispanic – 35.3%, White – 43%,	N/A	Outside provider

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Language Interpretation Services at City Council Meeting

City	Population	Demographic	Noticing Time	Service Provided By
Pomona	149,831	African American – 5.2% Asian – 10.5%, Hispanic – 72.1%, White – 28%,	N/A	Outside provider
Rancho Cucamonga	176,336	African American – 8.8% Asian – 14.4%, Hispanic – 39.5%, White – 46.8%,	48 hours	Outside provider, upon request
San Fernando	23,685	American Indian – 1.5% Asian – 2.9% Hispanic – 92.4% White – 40.6%	N/A	Outside provide3
Santa Clarita	228,700	African American – 4.2% Asian – 11.0%, Hispanic – 36.7%, White – 56.6%,	48 hours	Outside provider, upon request
Santa Monica	91,105	African American – 5.3% Asian – 8.8% Hispanic – 17.2% White – 69%	Staff on standby	Staff
South Gate	90,926	African American – 1%, American Indian – 1.3% Hispanic – 95.3% White – 35.5%	Staff on standby	Staff
South Pasadena	25,850	African American – 3.7% Asian – 33.2%, Hispanic – 18.2%, White – 45%,	24 hours	Staff
Torrance	145,454	African American – 3.4% Asian – 37.8%, Hispanic – 19.3%, White – 38.9%,	48 to 72 hours	Outside provider, upon request

*N/A indicates the city currently has a translator at every mee?ng.

Language Interpretation Services at City Council Meeting

Victorville	137,221	African American – 17.2%, Asian – 4.5% Hispanic – 55.4%, White – 42.1%,	Staff on standby	Staff or the resident provides their own.
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**CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL**

M E M O R A N D U M

TO: City Clerk

FROM: Austin Bishop, Mayor

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: April 3, 2024

During the period March 1, through March 31, 2024, I attended the following meetings and events:

Mar. 1: The Palmdale Aerospace Academy Read Across America

Mar. 1: Chick-fil-A New Ownership Grand Opening

Mar. 6: Spanish Talk Radio

Mar. 6: AV EDGE-Luncheon Speaker

Mar. 6: Regular Council Meeting

Mar. 8: AV Hispanic Chamber of Commerce 27th Installation Gala

Mar. 9: Women's Symposium

Mar. 9: Hacienda Mi Ranchito Grand Opening

Mar. 10-13: National League of Cities Conference, Washinton DC

Mar. 11: Meeting with Senator Alex Padilla

Mar. 11: Meeting with Senator Laphonza Butler

Mar. 12: Meeting with the Department of Transportation

Mar. 12: Meeting with the Federal Railroad Association

Mar. 12: Meeting with Congressman Mike Garcia

Mar. 16: Seasons of Service: Graffiti Abatement

Mar. 16: AV Boots on the Ground Welcome Home Vietnam Veterans Ceremony

Mar. 17: AQMNI & Disrumpo Community Mural Paint Day

Mar. 17: Palmdale Playhouse Seussical the Musical

Mar. 19: AVAQMD Board Meeting

Mar. 19: Lunch with Tim McCormick of Together California

Mar. 20: Regular Council Meeting

Mar. 21: LA County Sanitation District 14 Board of Directors Meeting

Mar. 21: LA County Sanitation District 20 Board of Directors Meeting

Mar. 21: Antelope Valley Mock Trial Awards Ceremony

Mar. 23: Springfest and Egg Hunt at Palmdale Amphitheater

Mar. 23: AV Cesar Chavez Day

Mar. 26: Congressman Mike Garcia recognizes City Ambassadors

Mar. 26: GFS Palmdale Film Lab—Palmdale Film Stage

Mar. 28: Fentanyl Awareness Spring Program graduation

Mar. 28: SAVES Spring Basket Distribution