



**CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/POWER/
CALIFORNIA CHOICE ENERGY/HOUSING AUTHORITY
REGULAR MEETING
AGENDA**

Tuesday

July 10, 2018

Regular Meeting – **5:00 p.m.**

Council Chambers – Lancaster City Hall

The City Clerk/Agency/Authority Secretary hereby declares the agenda was posted
by 5:00 p.m. on Friday, July 6, 2018

at the entrance to the Lancaster City Hall Council Chambers.

44933 Fern Avenue, Lancaster, CA 93534

LEGISLATIVE BODY

City Council/Successor Agency/Financing/Power/ California Choice Energy Authority

Mayor/Chair R. Rex Parris

Vice Mayor/Vice Chair Marvin Crist

Council Member/Agency Director/Authority Member Raj Malhi

Council Member/Agency Director/Authority Member Ken Mann

Council Member/Agency Director/Authority Member Angela Underwood-Jacobs

Housing Authority

Deputy Mayor/Chair Kitty Kit Yee Szeto

Vice Chair Marvin Crist

Deputy Mayor/Authority Member Cassandra Harvey

Authority Member Raj Malhi

Authority Member Ken Mann

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AGENDA ITEMS TO BE REMOVED

Sometimes it is necessary to remove items from the agenda. We apologize for any inconvenience this may cause you.

PUBLIC BUSINESS FROM THE FLOOR - AGENDIZED ITEMS

Any person who would like to address the Legislative Bodies on any agendized item is requested to complete a speaker card for the City Clerk/Agency/Authority Secretary and identify the agenda item you would like to discuss. Each person will be given an opportunity to address the Legislative Body at the time such item is discussed. Speaker cards are available at the rear of the Council Chambers and your speaker card must be filled out *prior* to the agenda item being called. We respectfully request that you fill the cards out completely and print as clearly as possible. Following this procedure will allow for a smooth and timely process for the meeting and we appreciate your cooperation. *Individual speakers are limited to three (3) minutes each.*

Consent Calendar items under the Legislative Body may be acted upon with one motion, a second and the vote. If you desire to speak on an item or items on the Consent Calendar, you may fill out one speaker card for the Consent Calendar. You will be given three minutes to address your concerns before the Legislative Body takes action on the Consent Calendar.

CALL TO ORDER

City Council/Successor Agency/Financing/Power/ California Choice Energy Authority

ROLL CALL

City Council Members /Agency Directors /Authority Members: Malhi, Mann, Underwood-Jacobs; Vice Mayor/Vice Chair Crist, Mayor/Chair Parris

ROLL CALL

Housing Authority Members: Harvey, Malhi, Mann; Vice Chair Crist; Chair Szeto

INVOCATION

PLEDGE OF ALLEGIANCE

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PRESENTATION

1. Recognition of Elizabeth Brubaker, Lancaster Successor Agency Oversight Board Chair
Presenter: Mayor Parris

HOUSING AUTHORITY ACTIONS

HA CC 1. Authorize the award of Professional Services Agreements between the Lancaster Housing Authority Agency and Antelope Valley Engineering Incorporated to complete design plans for on-site and off-site improvements for affordable housing project on 15th Street West South of Avenue J in accordance with the 2016-2018 Multi-Year Professional Services Agreement, and authorize the Executive Director, or his designee, to execute the Professional Services Agreements and all attendant documents.

This project is being designed as four separate affordable housing projects on one site, independent living, assisted living, memory care, and skilled nursing, in addition to a restaurant for the residents and the public. The design of the on- and off- site improvements are being done separately as the housing projects must be approved by the California's Office of Statewide Health Planning and Development (OSHPD).

MINUTES

M 1. Approve the City Council/Successor Agency/Financing/ Power/ California Choice Energy Authority Regular Meeting Minutes of June 26, 2018.

CONSENT CALENDAR

CC 1. Waive further reading of any proposed ordinances. (This permits reading the title only in lieu of reciting the entire text.)

CC 2. Approve the Check and Wire Registers for June 10, 2018, through June 23, 2018 in the amount of \$5,477,580.84. Approve the Check Register as presented.

At each regular City Council Meeting, the City Council is presented with the financial claims (invoices) against the City for purchase of materials, supplies, services, and capital projects for checks and Automated Clearing House (ACH) payments issued the prior two to three weeks. This process provides the City Council the opportunity to review the expenses of the City. The justifying backup information for each expenditure is available in the Finance Department.

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CC 3. Adopt **Ordinance No. 1043**, amending the zoning designation on 1.98 acres of land located on 1966 West Avenue L (APN No. 3109-019-003), known as Zone Change No. 17-01, from Rural Residential, minimum lot size 2.5 acres (RR-2.5), to Commercial Planned Development (CPD).

Rezoning the subject site from RR-2.5 to CPD will allow the subject property to be developed with a commercial development. The ZC would be consistent with the goals, objectives and policies of the Lancaster General Plan 2030, because it is well suited and compatible with the surrounding neighborhood, as it is located south of an existing commercial shopping center and on the southeast corner of a major intersection. In addition, there is a need within the area to allow for smaller-scale, low-intensity commercial development to serve the rural area.

CC 4. Adopt **Ordinance No. 1044**, amending the zoning designation on 2.11 acres of land located on the southeast corner of Avenue L and 22nd Street West (APN: 3109-017-071), known as Zone Change No. 17-02, from Rural Residential, minimum lot size 1 acre (RR-1) to Commercial (C).

Rezoning the subject site from RR-1 to C to allow the subject property to be developed with a commercial development. The ZC would be consistent with the goals, objectives and policies of the Lancaster General Plan 2030, because it is not incongruous with existing land-use patterns, or the character of the surrounding area. Water tanks for the local water purveyor, church and shopping center are located less than one mile away from the subject site. There is also a need within the area to allow for smaller-scale, low-intensity commercial development to serve the rural area.

CC 5. Adopt **Ordinance No. 1045**, amending and restating Section 17.40.210 of the Lancaster Municipal Code, modifying Off-Premises Advertising Signs.

The proposed amendments will incorporate new design standards that would allow for additional design enhancements of proposed signs. Furthermore, all billboard relocation submittals will require action by the Architectural Design Commission (ADC), to ensure that all signs are in-line with the city's design guidelines and overall vision to improve the quality of design in the city.

CC 6. Approve Parcel Map No. 82267, located at the northeast corner of Avenue I & 32nd Street West; make findings that this project will not violate any of the provisions of Sections 66473.5, 66474.1, and 66474.6 of the Subdivision Map Act, and instruct the City Clerk to endorse on the face of the map the certificate which embodies the approval of said map.

The Final Map is in substantial conformance with the approved tentative map. Parcel Map No. 82267 has been checked by the City Engineer, and is ready for Council approval. In addition, monumentation security has been submitted to ensure the installation of monuments.

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CC 7. Approve a professional services agreement with Kimley-Horn and Associates, Inc., of Los Angeles, California, in the amount of \$1,894,078.00, with a 5% contingency, to develop the Plans, Specifications, and Estimate (PS&E) for **Public Works Construction Project No. 14-010, SR-138 (SR-14) Avenue J Interchange**, and authorize the City Manager, or his designee, to sign all documents. The consultant selection process was made in accordance with Government Codes 4526 and 53060.

On November 13, 2014, Metro executed Funding Agreement No. MOU.MR330.04, for the SR-138 (SR-14) Avenue J Interchange, granting \$10 million to fund all phases of the project, from project initiation documents through construction of interchange improvements, as well as local street improvements on Avenue J from 15th Street West to 25th Street West, on 20th Street West from Avenue J to Avenue J-8, and on 22nd Street West from Avenue J to Avenue J-4. There are no matching fund requirements for the City. This professional services agreement for the preparation of Plans, Specifications & Estimate is for the Design Phase of the project.

CC 8. Adopt **Resolution No. 18-37**, approving acceptance of a quitclaim deed for APN 3268-018-900 from KFG Investment Company, a California Corporation; and authorize the City Manager, or his designee, to execute all related documents.

KFG Investment Company, as successor-in-interest to Timber Properties, requests that the City accept a quitclaim deed for APN 3268-018-900. With the City's acceptance of the quitclaim deed, KFG Investment Company will relinquish their interest to the City, and terminate their rights, title and interest contained in the grant deed agreement dated November 28, 2000, and recorded December 15, 2000 in the Official Records of the County Recorder of Los Angeles, State of California.

CC 9. Award a professional services agreement with Braun, Blaising, Smith & Wynn, PC ("BBSW"), in the amount not to exceed \$350,000.00 for Regulatory Legal Representation; and authorize the City Manager, or his designee, to sign all documents.

BBSW provides regulatory legal services. These services include representing the City of Lancaster, LCE, and California Choice Energy Authority ("CCEA") before the California Public Utilities Commission ("CPUC"). BBSW advises staff regarding pending and/or anticipated CPUC matters, rate cases, and rule changes that may affect LCE's and/or CCEA's interests. They also assist in the preparation and submission of required regulatory compliance filings at the CPUC and the California Energy Commission.

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JOINT NEW BUSINESS

JNB 1. Reimbursement to City for Funds Spent on Projects

City Council Recommendation:

Adopt **Resolution No. 18-38**, permitting the City of Lancaster to reimburse itself for capital expenditures incurred earlier than 60 days prior to the issuance of debt.

Lancaster Financing Authority Recommendation:

Adopt **Resolution No. FA 01-18**, regarding its intention to issue tax-exempt obligations.

The City proposes to issue debt and use the proceeds to fund capital expenditures for new improvements and rehabilitation and replacement of existing infrastructure and facilities. The City of Lancaster intends to accelerate a portion of its capital improvement plan with respect to infrastructure and facilities projects during the next several fiscal years. To accomplish this, the issuance of debt is anticipated to enhance the City's ability to efficiently and effectively contract for and complete these projects. Council adoption of this Resolution for Reimbursement will allow funds expended on FY 2018-19 projects after this resolution's passage date to be reimbursed from proceeds resulting from a future bond sale.

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NEW BUSINESS

NB 1. Participation in the Solar Energy Innovation Network Research Project for National Renewable Energy Laboratory

Recommendations:

- a. Approve Consulting Services Agreement between Lancaster Choice Energy and Center for Climate Protection for support services and participation in the Solar Energy Innovation Network research project for National Renewable Energy Laboratory (NREL).
- b. Accept funding from Center for Climate Protection and recognize revenue in the amount of \$15,332 over the course of the project to Revenue Account No. 490-3470-100.
- c. Appropriate funds to Lancaster Choice Energy Expenditure Account No. 490-4370-770.

In November 2017, the Center for Climate protection invited the City of Lancaster to join the project team for the Exploring Advanced Rate Structures to Expedite Solar and Distributed Energy Resources Deployment project as part of the Solar Energy Innovation Network program (SEIN). The U.S. Department of Energy’s National Renewable Energy Laboratory (NREL) selected the team to participate in a collaborative research effort to explore new ways solar energy can improve the affordability, reliability, and resiliency of the nation’s electric grid. California energy policymakers have established Distributed Energy Resources deployment as a key strategy for reaching the State’s greenhouse gas (GHG) emission reduction targets. As a Community Choice Aggregator, Lancaster will provide a unique perspective on integrating community priorities into the development of DER at sites on the grid that deliver multiple benefits which include revenue streams, local investment, and other grid services. Participation in this simulation pilot project, which models Advanced Rate Structure impacts on DER deployment, is a valuable opportunity for Lancaster to help advance its renewable energy mission of becoming a net-zero City, and to develop replicable, innovative measures other Cities can adopt to support local benefits including job creation, energy supply reliability, and emergency infrastructure support.

NB 2. Station Deployment Update

Recommendation:

Receive update regarding Station deployment

COUNCIL REPORTS

CR 1. Council Reports

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CALIFORNIA CHOICE ENERGY AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

LANCASTER SUCCESSOR AGENCY

No action required at this time.

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

CITY CLERK / AGENCY / AUTHORITY SECRETARY ANNOUNCEMENT

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

This portion of the agenda allows an individual the opportunity to address the Legislative Bodies on any item ***NOT ON THE AGENDA*** regarding City/Agency/Authority business and speaker cards must be submitted ***prior*** to the beginning of this portion of the Agenda. Please complete a speaker card for the City Clerk/Agency/Authority Secretary and identify the subject you would like to address. We respectfully request that you fill the cards out completely and print as clearly as possible. Following this procedure will allow for a smooth and timely process for the meeting and we appreciate your cooperation. State law prohibits the Legislative Body from taking action on items not on the agenda and your matter may be referred to the City Manager/Executive Director. ***Individual speakers are limited to three (3) minutes each.***

COUNCIL / AGENCY / AUTHORITY COMMENTS

**CITY OF LANCASTER, CALIFORNIA
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CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation: significant exposure to litigation pursuant to Government Code Section 54956.9(d) (2) – two potential cases.
2. Conference with Legal Counsel – Anticipated Litigation: consideration of initiation of litigation pursuant to Government Code Section 54956.9(d) (4) - two potential cases.
3. Conference with Legal Counsel--Existing Litigation - Government Code Section 54956.9(d) (1)
4. Estarella v. City of Lancaster, LASC Case No.BC527749
5. Dunnagan v. City of Lancaster, LASC Case No. BC 615917
6. Simmons v. City of Lancaster, LASC Case No. BC 615471
7. Celebron v. City of Lancaster, LASC Case No. BC 615587
8. Bootleggers 2 v. City of Lancaster, LASC Case No. BS169660
9. Byrd v. City of Lancaster, LASC Case No. MC 026025
10. Smith v. Lancaster, LASC Case No. MC 027485
11. Adams v. Thomas, LASC MC 027683
12. Parker v. Lancaster, LASC MC 027827
13. Antelope Valley Groundwater Cases
Included Actions:
Los Angeles County Waterworks District No. 40 v. Diamond Farming Co.
Superior Court of California, County of Los Angeles, Case No. BC325201;
Los Angeles County Waterworks District No. 40 v. Diamond Farming Co.
Superior Court of California, County of Kern, Case No. S-1500-CV-254-348
Wm. Bolthouse Farms, Inc. v. City of Lancaster, Diamond Farming Co. v. City of Lancaster,
Diamond Farming Co. v. Palmdale Water District
Superior Court of California County of Riverside, consolidated actions;
Case Nos. RIC 353 840, RIC 344 436, RIC 344 668
Santa Clara Case No. 1-05-CV 049053

ADJOURNMENT

Next Regular Meeting:

Tuesday, July 24, 2018 - 5:00 p.m.

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MEETING ASSISTANCE INFORMATION

In compliance with the Americans with Disabilities Act, this meeting will be held at a location accessible to persons with disabilities; if you need special assistance to participate in this meeting, please contact the City Clerk at (661)723-6020. Services such as American Sign Language interpreters, a reader during the meeting, and/or large print copies of the agenda are available. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. Due to difficulties in securing sign language interpreters, five or more business days notice is strongly recommended. For additional information, please contact the City Clerk at (661)723-6020.

AGENDA ADDENDUM INFORMATION

On occasion items may be added after the agenda has been mailed to subscribers. Copies of the agenda addendum item will be available at the City Clerk Department and are posted with the agenda on the windows of the City Council Chambers. For more information, please call the City Clerk Department at (661) 723-6020.

All documents available for public review are on file with the City Clerk Department.

STAFF REPORT
Lancaster Housing Authority

HA CC 1
07/10/18
MVB

Date: July 10, 2018

To: Chair Szeto and Authority Members

From: Elizabeth Brubaker, Housing and Neighborhood Revitalization Director

Subject: **Multi-Year Professional Services Agreements (Service Group Category 1 – Roadway and Structures Engineering) between the Lancaster Housing Authority and Antelope Valley Engineering Incorporated**

Recommendation:

Authorize the award of Professional Services Agreements between the Lancaster Housing Authority Agency and Antelope Valley Engineering Incorporated to complete design plans for on-site and off-site improvements for affordable housing project on 15th Street West South of Avenue J in accordance with the 2016-2018 Multi-Year Professional Services Agreement, and authorize the Executive Director, or his designee, to execute the Professional Services Agreements and all attendant documents.

Fiscal Impact:

Funding for the on-site design plans in the amount of \$75,500 and off-site design plans in the amount of \$72,500 will come from the Lancaster Housing Authority’s Low- and Moderate-Income Housing Fund. Appropriations for on-site and off-site plans are included in the adopted fiscal year 18/19 budget.

Background:

Pursuant to the Community Redevelopment Law and Housing Authorities Law, housing authorities throughout the State of California are required to provide affordable housing to families of various ages and income levels within in their respective communities. Affordability covenants are recorded on the property for fifty-five years for multi-family apartment complexes, which means the multi-family apartment complex and must remain affordable for 55 years.

On-site plans are for within the buildings and lots being sold that increase the value of the properties to the end user. Off-site plans are for access roads, sidewalks and curbs, sewers, and utility lines that (unlike on-site improvements) are off the land being developed, or the lots being sold, but which add value to the entire development.

The project’s on-site and off-site plans will not be designed concurrently, hence there are two agreements between the civil engineer, Antelope Valley Engineering Incorporated and the developer, Lancaster Housing Authority.

The project is being designed as four separate affordable housing projects on one site, independent living, assisted living, memory care, and skilled nursing, in addition to a restaurant for the residents and the public. The design of the on- and off- site improvements are being done separately as the housing projects must be approved by the California's Office of Statewide Health Planning and Development (OSHPD).

Staff recommends entering into a Professional Services Agreement with Antelope Valley Engineering Incorporated and the Lancaster Housing Authority to complete design plans for on-site and off-site improvements for the affordable housing project on 15th Street West South of Avenue J.

Attachments:

On-site Professional Services Agreement
Off-site Professional Services Agreement

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is made and entered into this ____ day of _____, 2018, by and between the CITY OF LANCASTER, a municipal corporation and charter city, (the “City”), and Antelope Valley Engineering, Inc., a California corporation (the “Consultant”).

RECITALS

WHEREAS, the City desires to engage Consultant to perform certain technical and professional services, as provided herein, identified as:

**MASTER PLAN COMMUNITY DEVELOPMENT
HNR-2 (MEDICAL MAIN ST) AGREEMENT #2 ON-SITE IMPROVEMENTS**

WHEREAS, the principal members of Consultant are qualified and duly registered/licensed under the laws of the State of California, and Consultant desires to accept such engagement;

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to this Agreement are:

- A. CITY: City of Lancaster.
- B. CONSULTANT: Antelope Valley Engineering, Inc.

2. **Notices.** All written notices required by or related to this Agreement shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; parties to this Agreement shall promptly inform the other party of any changes of address. All notices required by this Agreement are effective on the day of receipt, unless otherwise indicated herein.

OWNER Elizabeth Brubaker, Director, Housing & Neighborhood Revitalization
City of Lancaster
44933 Fern Avenue
Lancaster, California 93534

CONSULTANT Barry S. Munz, Vice President
Antelope Valley Engineering, Inc.
129 West Pondera Street
Lancaster, CA 93534

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The Consultant's Proposal is hereby incorporated in and made a part of this Agreement as Exhibit A. CONSULTANT agrees to comply with all of the requirements set forth therein.

5. **Precedence of Agreement Documents.** If there is a conflict between Agreement documents, the document highest in precedence shall control. The precedence shall be:

- First: This Agreement
- Second: The Consultant's Proposal

6. **Description of Work.** The City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional Services set forth in the "Scope of Services" attached hereto as Exhibit "A". Consultant shall perform and complete, in a manner satisfactory to the City, all work and services set forth in Exhibit "A". The Director of Housing & Neighborhood Revitalization ("Director") or her designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director, or her designee.

7. **Obligations of the City.**

A. The total compensation to be paid by the City to Consultant for all Services described in Exhibit "A" is not to exceed \$75,500.00. Consultant's fees and charges for the Services performed shall in no event exceed those set forth in Exhibit "A" attached hereto and made a part hereof.

B. No payment made hereunder by the City to Consultant, other than the final payment, shall be construed as an acceptance by the City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

8. **Obligations of the Consultant.**

A. Consultant shall perform as required by this Agreement. Consultant also warrants on behalf of itself and all subcontractors engaged for the performance of this Agreement.

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

9. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Consultant in preparing its statements to the City as a condition precedent to any payment to Consultant.

10. **Hold Harmless and Indemnification.** Consultant (for purposes of this section, "Indemnitor") agrees to indemnify and hold harmless the City, its elected officials, officers and employees (collectively, for purposes of this section, "Indemnitee"), from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner arising out of or related to, and to the extent of, Consultant's negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Consultant agrees to defend the City, its elected officials, officers and employees, from and against any and all claims arising from any alleged negligent

or wrongful acts, errors or omissions on the part of Consultant or on the part of its employees. Notwithstanding other provisions of this Agreement, in the event of a claim within the purview of any indemnification, the Indemnitee will control its own defense, and at the time of claim resolution the Indemnitor will provide reimbursement for those defense costs caused by any negligence, willful wrongful acts, errors or omissions by or attributable to the Indemnitor.

11. **Amendments.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the Director and Consultant.

12. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability 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.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. The 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.

13. **Term; Effective Date.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and Consultant. This Agreement shall continue in full force and effect for twenty-four (24) months, unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and Consultant may mutually agree in writing to extend the Term of this Agreement.

14. **Termination.**

A. For Convenience. The City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof.

B. For Cause. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, Consultant shall correct such failure within ten (10) days (or such longer period that the City may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, the City may immediately terminate the Agreement by written notice to Consultant.

C. In the event of termination of this Agreement, whether for convenience or cause, Consultant will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice. Reports, plans, studies and other documents related to the Services that have been delivered to the City shall become the City's property.

15. **Independent Contractor.** Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City. It is expressly understood between the parties to this Agreement that no employee/employer relationship is intended; Consultant is an independent contractor.

16. **Insurance.**

A. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

Commercial General Liability

Each Occurrence	\$1,000,000
Per Project General Aggregate Including Products/Completed Operations Including Contractual Liability/Independent Contractors Including Broad Form Property Damage	\$2,000,000

Commercial Automobile Liability

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
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Workers Compensation

As Required by the State of California	Statutory Limits
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Employer's Liability

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000

Professional Liability

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

B. For General Liability insurance shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations. Commercial Auto coverage shall be at least as broad as ISO form CA00 01.

C. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

D. A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation/Employers Liability policies and a copy of the endorsement must accompany the certificate.

E. Any deductibles or self-insurance retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant's insurance and shall not contribute with it.

G. The coverage provided under this Agreement shall not contain any special limitations on the scope of protection afforded to the City insured entities.

H. Insurance provided and maintained by Consultant must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition.

I. Insurance written on a "claims made" basis must be renewed for a period of five (5) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

J. Consultant shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

K. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City insured entities.

L. Certificates of Insurance must be deposited with the City for all coverage required by this Agreement. Certificates shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be cancelled except after 30 days prior written notice (10 days written notice for non-payment) by Certified Mail, return receipt requested to the City.

(2) List in the "Descriptions of Operations/Locations/Vehicles/Special Items" section:

HNR-2 (MEDICAL MAIN ST) AGREEMENT #1 FINAL MAP

City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.

(3) List in the "Certificate Holder" section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

M. Consultant shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the Consultant.

N. The coverage shall contain no special limitations on the scope of protection afforded to the insured entities. The Consultant's insurance coverage shall be primary insurance as respects the OWNER'S insured entities.

17. **Commencement and Completion of Work.** The execution of this Agreement by the parties does not constitute an authorization to proceed. The services of Consultant shall commence when the City, acting by and through its Director or her designee, has issued the Notice to Proceed.

18. **Extension of Time for Completion of Work.**

A. If, at any time, the work is delayed due to suspension order by the City, or due to any other cause which, in the reasonable opinion of the City, is unforeseeable and beyond the control and not attributable to the fault or negligence of Consultant, then Consultant shall be entitled to an extension of time equal to said delay, subject to the City's right to terminate this Agreement pursuant to Section 14.

B. Consultant shall submit to the City a written request for an extension of time within ten (10) days after commencement of such delay, and failure to do so shall constitute a waiver thereof. The City shall, in its sole discretion, determine whether and to what extent any extensions of time shall be permitted.

C. No extension of time requested or granted hereunder shall entitle Consultant to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event, the City shall in good faith consider any request for additional compensation submitted by Consultant.

19. **Ownership of Documents.** All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to the City without restriction or limitation on their use.

20. **Data Provided to Consultant.** The City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession which may facilitate the timely performance of the work described in Exhibit "A".

21. Consultant's Warranties and Representations.

Consultant warrants and represents to the City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon any breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

22. Resolution of Disputes.

A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

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

23. **Exhibits.**

The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Services and Rate Schedule

24. **Governing Law.**

This Agreement shall be governed by the laws of the State of California.

25. **Effective Date.**


This Agreement shall become effective as of the date set forth below on which the last of the parties, whether the City or Consultant, executes said Agreement.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER
LANCASTER, CALIFORNIA

Approved By Department Head:

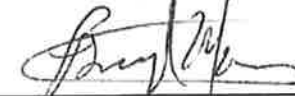
By: 
Elizabeth Brubaker, Director

Dated: 3/27/18

By: _____
Mark V. Bozighian, City Manager

Dated: _____

"CONSULTANT"
Antelope Valley Engineering, Inc.

By: 
Barry S. Munz, Vice President

Dated: 3/26/18

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The Consultant shall maintain separate costs for each project and shall identify the costs specific to each project.

The work to be performed under this contract shall include:

SEE ATTACHED

EXHIBIT "A"



ESTIMATED "SCOPE OF WORK" AND "BASIS OF FEE"

**CITY OF LANCASTER
HNR-2 (MEDICAL MAIN STREET)
AGREEMENT #2 ON-SITE IMPROVEMENTS
LANCASTER, CA**

MARCH 14, 2018

ON-SITE IMPROVEMENT PLANS

- | | | |
|----|--|--------------------|
| I. | GRADING PLAN | \$27,500.00 |
| A. | VERTICAL CONTROL GRADES AND ELEVATIONS FOR CURBS, GUTTERS, DRAINAGE FACILITIES, ETC. | |
| B. | PAD AND FINISHED FLOOR ELEVATIONS, AS APPLICABLE | |
| C. | CROSS-SECTIONS OF SITE | |
| D. | ON-SITE CONSTRUCTION DETAILS | |
| E. | REMEDIAL EARTHWORK (OVER EXCAVATION) | |
| F. | GENERAL AND CONSTRUCTION NOTES, ETC. | |
| G. | FENCING AND WALLS, AS APPLICABLE | |
| H. | ENLARGED PLANS, AS NEEDED | |
| | 1. COURTYARD AREAS | |
| | 2. TRASH ENCLOSURES | |
| I. | PAVING PLAN | |
| J. | DEMOLITION PLAN | |

129 West Pondera Street • Lancaster, California 93534 • (661) 948-0805 • (661) 945-8170

II.	STORM WATER POLLUTION PREVENTION PLANS (SWPPP)	\$ 4,500.00
	A. BMP'S FOR CONSTRUCTION ACTIVITIES	
	B. NOTICE OF INTENT (NOI)	
	C. POST-CONSTRUCTION STORM WATER MITIGATION	
	1. WATER QUALITY UNIT(S), IF REQUIRED	
	D. ELECTRONIC UPLOADS TO STATE	
III.	ON-SITE WATER PLAN	\$ 2,500.00
	A. WATER MAINS /LATERALS FROM STREET TO BUILDINGS	
	B. METERS & BACKFLOW PREVENTERS ON 15 TH ST WEST	
	1. DOMESTIC AND IRRIGATION WATER, AS APPLICABLE	
	C. CONSTRUCTION AND GENERAL NOTES	
	D. CROSSING DETAILS AND INFORMATION	
IV.	ON-SITE SEWER PLAN	\$ 3,000.00
	A. MAINS LATERALS FROM PUBLIC MAIN TO BUILDING POC'S	
	B. ELEVATIONS AND GRADES	
	C. CONSTRUCTION AND GENERAL NOTES	
	<u>NOTE:</u> INTERCEPTORS/CLARIFIERS BY OTHERS	
V.	EROSION CONTROL PLAN (FOR RAINY SEASON), IF REQUIRED	\$ 1,500.00
	A. SAND BAG LAYOUT & CITY NOTES	
VI.	ON-SITE STORM DRAIN SYSTEM	\$ 9,500.00
	A. MAINS & LATERAL LAYOUT	
	1. ELEVATIONS & GRADES	
	2. CLEANOUTS, FITTINGS, ETC.	
	B. PROVISIONS FOR COURTYARD DRAINAGE	
	1. AREA DRAINS	

C.	WATER QUALITY UNIT(S) OR FILTERS	
1.	1 ST FLUSH MITIGATION	
D.	CONNECTION(S) TO PUBLIC SYSTEM FOR OUTLET	
E.	CATCH BASINS	
VII.	ON-SITE FIRE PROTECTION PLAN	\$ 7,250.00
A.	ON-SITE MAINS & LATERALS (LOOPED SYSTEM)	
B.	ON-SITE FIRE HYDRANTS	
C.	FIRE DEPARTMENT CONNECTION, POST INDICATOR VALVES, ETC.	
1.	DETAILS	
D.	VERBATIM NOTES	
E.	ENLARGED PLANS AND CROSSING INFO & DETAILS	
F.	HYDRAULIC CALCULATIONS	
VIII.	MISCELLANEOUS	
A.	FIRE DEPARTMENT ACCESS AND HYDRANT LOCATION PLAN	\$ 1,500.00
B.	UPLOAD PLANS/DOCUMENTS FOR REVIEW PROCESS	\$ 750.00
C.	EARTHWORK CALCULATIONS	\$ 2,750.00
D.	DRAINAGE STUDY (ON-SITE ONLY)	\$ 4,750.00
1.	Q25/Q50 STORM RUNOFF, AS REQUIRED	
2.	¼" FIRST FLUSH FOR STORM WATER MITIGATION	
a)	WATER QUALITY UNIT(S)	
3.	SIZING FACILITIES (CATCH BASINS, MAINS, LATERALS, ETC.)	
a)	ON-SITE DRAIN SYSTEM	

E.	LEGAL DOCUMENTS	\$ 4,000.00
	I. EXHIBITS FOR RECIPROCAL ACCESS AND UTILITIES AGREEMENT, AS REQUIRED	
	NOTE: CURRENT PRELIMINARY TITLE REPORT AND APPROPRIATE OWNERSHIP DOCUMENTS TO BE PROVIDED BY CLIENT OR OTHERS	
IX.	MISC. MEETINGS, CONSULTATION, CORRESPONDENCE AND COORDINATION; PLAN SUBMITTALS AND PROCESSING, ETC.	\$ 6,000.00
	A. CLIENT	
	B. OTHER CONSULTANTS	
	C. ARCHITECT	
	D. CITY STAFF	
	E. COUNTY AGENCIES (FIRE DEPARTMENT, WATER DISTRICT, ETC.)	
	F. UTILITY COMPANIES	
	ON-SITE IMPROVEMENT PLANS SUBTOTAL:	\$ 75,500.00

EXTRA WORK

ADDITIONAL SERVICES, NOT DESCRIBED ABOVE AND EXCLUDED FROM THIS PROPOSAL, WILL BE CONSIDERED AS EXTRA WORK AND BILLED ON A TIME AND MATERIAL BASIS PER OUR RAISED FOR PROFESSIONAL SERVICES IN 2018, ATTACHED. SERVICES MAY INCLUDE BUT ARE NOT LIMITED TO:

1. LANDSCAPE/IRRIGATION DRAWINGS AND SPECIFICATIONS
2. CONSTRUCTION SURVEY, TESTING, STUDIES, AND INSPECTION SERVICES
3. DRY UTILITY COMPANY PLANS AND EASEMENT PREPARATION
 - A. SERVICES OF A DRY UTILITY CONSULTANT
4. CONSTRUCTION COST ESTIMATES OTHER THAN CITY BOND ESTIMATE
5. REPRODUCTIONS OTHER THAN FOR AGENCY SUBMITTALS AND APPROVALS
6. LEGAL DOCUMENTS OTHER THAN SPECIFICALLY INCLUDED ABOVE
7. DUST CONTROL PLANS (AVAQMD)

8. RETAINING WALL CALCULATIONS & DETAILS
9. GEOTECHNICAL ENGINEERING REPORT
10. CONSTRUCTION ADMINISTRATION/MANAGEMENT SERVICES
 - A. GRADING CERTIFICATIONS
 1. ROUGH GRADING
 2. FINAL GRADING
 - B. CHANGE ORDERS
 - C. RFI & SUBMITTAL REVIEWS
 - D. SITE VISITS, COORDINATION MEETINGS, ETC.
 - E. QSP (QUALIFIED SWPPP PRACTITIONER) SERVICES
 - F. RECORD DRAWINGS
11. FINAL SUBDIVISION MAP
12. OFF-SITE IMPROVEMENT PLANS (I.E. STREET, STREET LIGHTING, STORM DRAIN, SEWER, WATER, ETC.)
13. TRAFFIC SIGNAL MODIFICATION OF TRAFFIC CONTROL PLANS.
14. CHANGES TO SCOPE OF WORK OR PLANS AS REQUESTED BY CLIENT, TENANT, OR CONTRACTOR. **ANY CHANGES WILL BE DIRECTED BY CLIENT IN WRITTEN FORM.** ANTELOPE VALLEY ENGINEERING WILL VERIFY APPROVAL OF THESE CHANGES AND ALL ASSOCIATED FEES PRIOR TO COMMENCEMENT OF CHANGES.



EXHIBIT "B"

RATES FOR PROFESSIONAL SERVICES IN 2018 ARE AS FOLLOWS:

\$190 PER HOUR FOR SERVICES OF PRINCIPAL ENGINEER
\$140 PER HOUR FOR SERVICES OF PROJECT ARCHITECT
\$130 PER HOUR FOR SERVICES OF PROJECT ENGINEER/SURVEYOR
\$125 PER HOUR FOR SERVICES OF PROJECT MANAGER
\$110 PER HOUR FOR SERVICES OF SENIOR DESIGNER
\$ 90 PER HOUR FOR SERVICES OF ENGINEERING TECHNICIAN
\$ 80 PER HOUR FOR SERVICES OF DESIGN TECHNICIAN
\$ 70 PER HOUR FOR SERVICES OF DRAFTING TECHNICIAN
\$ 60 PER HOUR FOR SERVICES OF ADMINISTRATIVE SECRETARY
\$ 50 PER HOUR FOR SERVICES OF TYPIST/RECEPTIONIST
\$350 PER HOUR FOR SERVICES OF EXPERT WITNESS

SURVEY CREW:

\$140 PER HOUR FOR SERVICES OF 1-MAN FIELD CREW
\$225 PER HOUR FOR SERVICES OF 2-MAN FIELD CREW
\$250 PER HOUR PREVAILING WAGE FOR 2-MAN FIELD CREW
\$275 PER HOUR FOR SERVICES OF 3-MAN FIELD CREW
\$310 PER HOUR PREVAILING WAGE FOR 3-MAN FIELD CREW

SUB-CONSULTANTS @ COST PLUS 15% OR AS NEGOTIATED

PRINTS (BOND)

24 x 36 \$5.00 PER SHEET
30 x 42 \$6.00 PER SHEET
36 X 48 \$7.00 PER SHEET

MISCELLANEOUS

\$0.25 PER SHEET FOR COPIES
\$0.60 PER MILE FOR MILEAGE

ELECTRONIC FILES ON DISK OR E-MAILED BILLED AT HOURLY RATE

**NOTE: TIME SPENT IN EXCESS OF 8 HOURS A DAY OR ON WEEKENDS
WILL BE CHARGED OVERTIME AS FOLLOWS:**

1.5 TIMES THE REGULAR RATE FOR WEEKDAYS IN EXCESS OF
8.0 HOURS PER DAY OR FOR 8.0 HOURS PER DAY ON WEEKENDS

2.0 TIMES THE REGULAR RATE FOR TIME ON WEEKEND IN
EXCESS OF 8.0 HOURS PER DAY OR ON HOLIDAYS

EFFECTIVE DECEMBER 1, 2017

EXHIBIT "B"

TERM, PAYMENT AND TIME FOR COMMENCEMENT AND COMPLETION CLAUSE

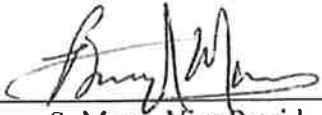
Term. This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONSULTANT. This Agreement shall continue in full force and effect for a period of **two (2) years** from the effective date of the Agreement (the "Term), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the City and the CONSULTANT may mutually agree in writing to extend the Term of this Agreement.

Payment. The City of Lancaster shall reimburse the CONSULTANT for actual costs, including labor costs and employee benefits incurred by the CONSULTANT in performance of the work, in an amount not to exceed \$75,500.00. Actual costs shall not exceed the estimated wage rates and other costs as set forth in this Agreement. Source documentation supporting billed costs must be submitted with invoice. CONSULTANT shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed fee specified above. Any additional work will require a separate Authorization for Consultant Services signed by both parties.

Consultant shall not be reimbursed for actual travel expenses incurred in the performance of the work.

Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than **five (5) days** following execution of this Agreement. It is anticipated that performance of the work will be completed within **two (2) years** from commencement. In no event shall performance of the work be completed later than **two (2) years** from commencement, **without the prior written authorization of the City**. If Consultant fails to complete the work in this time period, City may avail itself of any and all remedies provided for in this Agreement.



Barry S. Munz, Vice Resident
Antelope Valley Engineering, Inc.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this 26 day of March, 2018, by and between the CITY OF LANCASTER, a municipal corporation and charter city, (the "City"), and Antelope Valley Engineering, Inc., a California corporation (the "Consultant").

RECITALS

WHEREAS, the City desires to engage Consultant to perform certain technical and professional services, as provided herein, identified as:

**MASTER PLAN COMMUNITY DEVELOPMENT
HNR-2 (MEDICAL MAIN ST) AGREEMENT #3 OFF-SITE IMPROVEMENTS**

WHEREAS, the principal members of Consultant are qualified and duly registered/licensed under the laws of the State of California, and Consultant desires to accept such engagement;

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to this Agreement are:

- A. CITY: City of Lancaster.
- B. CONSULTANT: Antelope Valley Engineering, Inc.

2. **Notices.** All written notices required by or related to this Agreement shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; parties to this Agreement shall promptly inform the other party of any changes of address. All notices required by this Agreement are effective on the day of receipt, unless otherwise indicated herein.

OWNER Elizabeth Brubaker, Director, Housing & Neighborhood Revitalization
City of Lancaster
44933 Fern Avenue
Lancaster, California 93534

CONSULTANT Barry S. Munz, Vice President
Antelope Valley Engineering, Inc.
129 West Pondera Street
Lancaster, CA 93534

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The Consultant's Proposal is hereby incorporated in and made a part of this Agreement as Exhibit A. CONSULTANT agrees to comply with all of the requirements set forth therein.

5. **Precedence of Agreement Documents.** If there is a conflict between Agreement documents, the document highest in precedence shall control. The precedence shall be:

First: This Agreement
Second: The Consultant's Proposal

6. **Description of Work.** The City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional Services set forth in the "Scope of Services" attached hereto as Exhibit "A". Consultant shall perform and complete, in a manner satisfactory to the City, all work and services set forth in Exhibit "A". The Director of Housing & Neighborhood Revitalization ("Director") or her designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director, or her designee.

7. **Obligations of the City.**

A. The total compensation to be paid by the City to Consultant for all Services described in Exhibit "A" is not to exceed \$72,500.00. Consultant's fees and charges for the Services performed shall in no event exceed those set forth in Exhibit "A" attached hereto and made a part hereof.

B. No payment made hereunder by the City to Consultant, other than the final payment, shall be construed as an acceptance by the City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

8. **Obligations of the Consultant.**

A. Consultant shall perform as required by this Agreement. Consultant also warrants on behalf of itself and all subcontractors engaged for the performance of this Agreement.

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

9. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Consultant in preparing its statements to the City as a condition precedent to any payment to Consultant.

10. **Hold Harmless and Indemnification.** Consultant (for purposes of this section, "Indemnitor") agrees to indemnify and hold harmless the City, its elected officials, officers and employees (collectively, for purposes of this section, "Indemnitee"), from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner arising out of or related to, and to the extent of, Consultant's negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Consultant agrees to defend the City, its elected officials, officers and employees, from and against any and all claims arising from any alleged negligent

or wrongful acts, errors or omissions on the part of Consultant or on the part of its employees. Notwithstanding other provisions of this Agreement, in the event of a claim within the purview of any indemnification, the Indemnitee will control its own defense, and at the time of claim resolution the Indemnitor will provide reimbursement for those defense costs caused by any negligence, willful wrongful acts, errors or omissions by or attributable to the Indemnitor.

11. **Amendments.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the Director and Consultant.

12. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability 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.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. The 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.

13. **Term; Effective Date.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and Consultant. This Agreement shall continue in full force and effect for twenty-four (24) months, unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and Consultant may mutually agree in writing to extend the Term of this Agreement.

14. **Termination.**

A. For Convenience. The City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof.

B. For Cause. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, Consultant shall correct such failure within ten (10) days (or such longer period that the City may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, the City may immediately terminate the Agreement by written notice to Consultant.

C. In the event of termination of this Agreement, whether for convenience or cause, Consultant will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice. Reports, plans, studies and other documents related to the Services that have been delivered to the City shall become the City's property.

15. **Independent Contractor.** Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City. It is expressly understood between the parties to this Agreement that no employee/employer relationship is intended; Consultant is an independent contractor.

16. **Insurance.**

A. (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

Commercial General Liability	
Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Broad Form Property Damage	
 Commercial Automobile Liability	
Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
 Workers Compensation	
As Required by the State of California	Statutory Limits
 Employer's Liability	
Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
 Professional Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

B. For General Liability insurance shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations. Commercial Auto coverage shall be at least as broad as ISO form CA00 01.

C. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

D. A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation/Employers Liability policies and a copy of the endorsement must accompany the certificate.

E. Any deductibles or self-insurance retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant's insurance and shall not contribute with it.

G. The coverage provided under this Agreement shall not contain any special limitations on the scope of protection afforded to the City insured entities.

H. Insurance provided and maintained by Consultant must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition.

I. Insurance written on a "claims made" basis must be renewed for a period of five (5) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

J. Consultant shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

K. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City insured entities.

L. Certificates of Insurance must be deposited with the City for all coverage required by this Agreement. Certificates shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be cancelled except after 30 days prior written notice (10 days written notice for non-payment) by Certified Mail, return receipt requested to the City.

(2) List in the "Descriptions of Operations/Locations/Vehicles/Special Items" section:

HNR-2 (MEDICAL MAIN ST) AGREEMENT #3 OFF-SITE IMPROVEMENTS

City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.

(3) List in the "Certificate Holder" section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

M. Consultant shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the Consultant.

N. The coverage shall contain no special limitations on the scope of protection afforded to the insured entities. The Consultant's insurance coverage shall be primary insurance as respects the OWNER'S insured entities.

17. **Commencement and Completion of Work.** The execution of this Agreement by the parties does not constitute an authorization to proceed. The services of Consultant shall commence when the City, acting by and through its Director or her designee, has issued the Notice to Proceed.

18. **Extension of Time for Completion of Work.**

A. If, at any time, the work is delayed due to suspension order by the City, or due to any other cause which, in the reasonable opinion of the City, is unforeseeable and beyond the control and not attributable to the fault or negligence of Consultant, then Consultant shall be entitled to an extension of time equal to said delay, subject to the City's right to terminate this Agreement pursuant to Section 14.

B. Consultant shall submit to the City a written request for an extension of time within ten (10) days after commencement of such delay, and failure to do so shall constitute a waiver thereof. The City shall, in its sole discretion, determine whether and to what extent any extensions of time shall be permitted.

C. No extension of time requested or granted hereunder shall entitle Consultant to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event, the City shall in good faith consider any request for additional compensation submitted by Consultant.

19. **Ownership of Documents.** All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to the City without restriction or limitation on their use.

20. **Data Provided to Consultant.** The City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession which may facilitate the timely performance of the work described in Exhibit "A".

21. Consultant's Warranties and Representations.

Consultant warrants and represents to the City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon any breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

22. Resolution of Disputes.

A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

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

23. **Exhibits.**

The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Services and Rate Schedule

24. **Governing Law.**

This Agreement shall be governed by the laws of the State of California.

25. **Effective Date.**

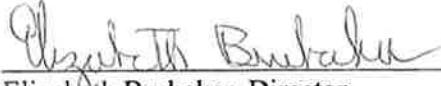
This Agreement shall become effective as of the date set forth below on which the last of the parties, whether the City or Consultant, executes said Agreement.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER
LANCASTER, CALIFORNIA

Approved By Department Head:

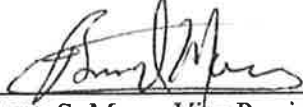
By: 
Elizabeth Brubaker, Director

Dated: 3/27/18

By: _____
Mark V. Bozigian, City Manager

Dated: _____

"CONSULTANT"
Antelope Valley Engineering, Inc.

By: 
Barry S. Munz, Vice President

Dated: 3/26/18

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The Consultant shall maintain separate costs for each project and shall identify the costs specific to each project.

The work to be performed under this contract shall include:

SEE ATTACHED



EXHIBIT "A"

ESTIMATED "SCOPE OF WORK" AND "BASIS OF FEE"

**CITY OF LANCASTER
HNR-2 (MEDICAL MAIN STREET)
AGREEMENT #3 OFF-SITE IMPROVEMENTS
LANCASTER, CA**

MARCH 14, 2018

OFF-SITE IMPROVEMENT PLANS

- | | | |
|-----|--|--------------------|
| I. | SURVEY (DESIGN) | \$ 2,750.00 |
| A. | DIP MANHOLES (SEWER & STORM DRAIN), AS REQUIRED | |
| B. | ADDITIONAL UTILITY RESEARCH, AS NEEDED | |
| II. | STREET IMPROVEMENT PLANS | \$ 4,500.00 |
| A. | 15 TH ST WEST (INCLUDING FRONTAGE ROAD & ALLEY'S) | |
| 1. | DEMOLITION PLAN | |
| a) | REMOVAL OF EXISTING IMPROVEMENTS FOR NEW WORK | |
| 2. | PLAN AND PROFILE, AS NEEDED | |
| a) | NEW CURB & GUTTER | |
| b) | NEW DRIVEWAYS/ENTRANCES | |
| c) | ALLEYS | |
| 3. | CATCH BASINS AND LOCAL DEPRESSIONS, AS APPLICABLE | |
| B. | STREET CROSS-SECTIONS (FOR DESIGN PURPOSES) | |

129 West Pondera Street • Lancaster, California 93534 • (661) 948-0805 • (661) 945-8170

L18-023

- III. STREET LIGHTING PLAN ("LS-3" SYSTEM) **\$ 3,750.00**
 - A. 15TH ST WEST LIGHT LAYOUT
 - B. VOLTAGE DROP DIAGRAM AND CALCULATIONS
 - C. MISCELLANEOUS DETAILS

- IV. WATER PLANS (OFF-SITE) **\$ 6,500.00**
 - A. PUBLIC MAIN LAYOUTS, FIRE HYDRANTS, APPURTENANCES, ETC.
 - 1. ABANDONMENT OF EXISTING WATER MAINS
 - 2. NEW WATER METERS
 - 3. NEW FIRE HYDRANTS
 - 4. FIRE SERVICE WITH BACKFLOW PREVENTER(S)
 - B. APPLICATION AND OTHER VARIOUS DOCUMENTS/FORMS
 - 1. SERVICE APPLICATION DOCUMENTS
 - 2. WATER SUPPLY ENTITLEMENTS
 - a) ANNUAL WATER DEMAND ESTIMATES
 - b) ENTITLEMENTS ACQUISITION AGREEMENT
 - 3. FIRE FLOW AVAILABILITY FORM
 - 4. FLOW TEST DATA, IF NEEDED
 - 5. CLOSE OUT DOCUMENTS
 - a) CONSTRUCTION COST SUMMARY
 - b) WARRANTY DEED/BILL OF SALE
 - C. AS-BUILT PLANS

V.	SEWER PLAN	\$ 8,500.00
	A. COVER SHEET	
	1. AGENCY NOTES	
	2. INDEX MAP	
	3. BENCHMARK	
	B. PLAN & PROFILE	
	1. EXISTING AND PROPOSED TOP OF CURB/SURFACE OVER PIPE, ETC.	
	2. EXISTING, RELOCATED AND PROPOSED MAINLINE SEWERS	
	a) ELEVATIONS OF INVERTS AT MANHOLES	
	b) SLOPES OF MAINLINE SEWERS	
	c) SIZE OF MAINLINE SEWERS	
	d) SURFACE OVER SEWER	
	3. EXISTING AND PROPOSED MANHOLES	
	4. PROPOSED SEWER LATERALS	
	5. MAINLINE SEWERS TO BE ABANDONED	
	<u>NOTE:</u> SEWER EASEMENTS PER FINAL MAP, IF REQUIRED	
	C. AS-BUILT PLANS	
VI.	SIGNING AND STRIPING PLAN (15 TH ST WEST)	\$ 3,250.00
	A. LANE CONFIGURATIONS	
	1. 15 TH ST WEST	
	2. ENTRANCE (INTERSECTION)	
	B. LEFT TURN AT ENTRANCE	
VII.	STORM DRAIN	\$ 9,750.00
	A. 15 TH ST WEST EXTENSION TO SITE	
	B. NORTH ALLEY & EAST DRIVE AISLE TO AVE J-3	

- C. CONSTRUCTION & GENERAL NOTES, HYDRAULIC ELEMENT TABLE, ETC.
- D. PLAN & PROFILE
- E. CATCH BASINS, MANHOLES, JUNCTION STRUCTURES & DETAILS, AS NEEDED

NOTE: STORM DRAIN EASEMENT PER FINAL MAP

VIII.	TRAFFIC SIGNAL MODIFICATION	\$ 11,000.00
	A. 15 th STREET WEST AND PROJECT ENTRANCE	
IX.	MISCELLANEOUS	
	A. QUANTITIES AND COST ESTIMATE FOR BOND PURPOSES AND PLAN CHECK FEES	\$ 2,500.00
	B. FINAL SEWER AREA STUDY	\$ 1,750.00
	C. HYDROLOGY/HYDRAULIC STUDY	\$ 4,500.00
	1. STORM DRAIN DESIGN FLOWS	
	2. WATER SURFACE PROFILE	
	D. LEGAL DOCUMENTS	\$ 3,000.00
	1. WATER EASEMENTS FOR BACKFLOW PREVENTERS	
	2. OFF-SITE STORM DRAIN EASEMENT (APN 3123-016-004)	
	E. DRY UTILITY SERVICE PPLICATIONS AND SUBMITTAL PACKAGES	\$ 3,500.00
	1. ELECTRONIC (CAD & PDF) FILES	
	2. COORDINATION WITH DRY UTILITY CONSULTANT, IF APPLICABLE	

- XI. MISC. MEETINGS, CONSULTATION, CORRESPONDENCE AND COORDINATION; PLAN SUBMITTALS AND PROCESSING, ETC. **\$ 7,250.00**
- A. CLIENT
 - B. OTHER CONSULTANTS
 - C. ARCHITECT
 - D. CITY STAFF
 - E. COUNTY AGENCIES (FIRE DEPARTMENT, WATER DISTRICT, SANITATION DISTRICT, ETC.)
 - F. UTILITY COMPANIES

OFF-SITE IMPROVEMENT PLANS SUBTOTAL: \$ 72,500.00

EXTRA WORK

ADDITIONAL SERVICES, NOT DESCRIBED ABOVE AND EXCLUDED FROM THIS PROPOSAL, WILL BE CONSIDERED AS EXTRA WORK AND BILLED ON A TIME AND MATERIAL BASIS PER OUR RAISED FOR PROFESSIONAL SERVICES IN 2018, ATTACHED. SERVICES MAY INCLUDE BUT ARE NOT LIMITED TO:

1. LANDSCAPE/IRRIGATION DRAWINGS AND SPECIFICATIONS
2. CONSTRUCTION SURVEY, TESTING, STUDIES, AND INSPECTION SERVICES
3. DRY UTILITY COMPANY PLANS AND EASEMENT PREPARATION
 - A. SERVICES OF A DRY UTILITY CONSULTANT
4. CONSTRUCTION COST ESTIMATES OTHER THAN CITY BOND ESTIMATE
5. REPRODUCTIONS OTHER THAN FOR AGENCY SUBMITTALS AND APPROVALS
6. LEGAL DOCUMENTS OTHER THAN SPECIFICALLY INCLUDED ABOVE
7. DUST CONTROL PLANS (AVAQMD)
8. RETAINING WALL CALCULATIONS & DETAILS
9. GEOTECHNICAL ENGINEERING REPORT
10. ON-SITE IMPROVEMENT PLANS (GRADING, PAVING, DEMOLITION, HORIZONTAL CONTROL, FIRE PROTECTION, ETC.)

11. FINAL SUBDIVISION MAP
12. STORM WATER POLLUTION PREVENTION PLAN/EROSION CONTROL PLAN
13. CONSTRUCTION ADMINISTRATION/MANAGEMENT SERVICES
 - A. GRADING CERTIFICATIONS
 1. ROUGH GRADING
 2. FINAL GRADING
 - B. CHANGE ORDERS
 - C. RFI & SUBMITTAL REVIEWS
 - D. SITE VISITS COORDINATION MEETINGS, ETC.
 - E. QSP (QUALIFIES SWPPP PRACTITIONER) SERVICES
 - F. RECORD DRAWINGS
14. CHANGES TO SCOPE OF WORK OR PLANS AS REQUESTED BY CLIENT, TENANT, OR CONTRACTOR. **ANY CHANGES WILL BE DIRECTED BY CLIENT IN WRITTEN FORM.** ANTELOPE VALLEY ENGINEERING WILL VERIFY APPROVAL OF THESE CHANGES AND ALL ASSOCIATED FEES PRIOR TO COMMENCEMENT OF CHANGES.



EXHIBIT "B"

RATES FOR PROFESSIONAL SERVICES IN 2018 ARE AS FOLLOWS:

\$190 PER HOUR FOR SERVICES OF PRINCIPAL ENGINEER
\$140 PER HOUR FOR SERVICES OF PROJECT ARCHITECT
\$130 PER HOUR FOR SERVICES OF PROJECT ENGINEER/SURVEYOR
\$125 PER HOUR FOR SERVICES OF PROJECT MANAGER
\$110 PER HOUR FOR SERVICES OF SENIOR DESIGNER
\$ 90 PER HOUR FOR SERVICES OF ENGINEERING TECHNICIAN
\$ 80 PER HOUR FOR SERVICES OF DESIGN TECHNICIAN
\$ 70 PER HOUR FOR SERVICES OF DRAFTING TECHNICIAN
\$ 60 PER HOUR FOR SERVICES OF ADMINISTRATIVE SECRETARY
\$ 50 PER HOUR FOR SERVICES OF TYPIST/RECEPTIONIST
\$350 PER HOUR FOR SERVICES OF EXPERT WITNESS

SURVEY CREW:

\$140 PER HOUR FOR SERVICES OF 1-MAN FIELD CREW
\$225 PER HOUR FOR SERVICES OF 2-MAN FIELD CREW
\$250 PER HOUR PREVAILING WAGE FOR 2-MAN FIELD CREW
\$275 PER HOUR FOR SERVICES OF 3-MAN FIELD CREW
\$310 PER HOUR PREVAILING WAGE FOR 3-MAN FIELD CREW

SUB-CONSULTANTS @ COST PLUS 15% OR AS NEGOTIATED

PRINTS (BOND)

24 x 36 \$5.00 PER SHEET
30 x 42 \$6.00 PER SHEET
36 X 48 \$7.00 PER SHEET

MISCELLANEOUS

\$0.25 PER SHEET FOR COPIES
\$0.60 PER MILE FOR MILEAGE

ELECTRONIC FILES ON DISK OR E-MAILED BILLED AT HOURLY RATE

NOTE: TIME SPENT IN EXCESS OF 8 HOURS A DAY OR ON WEEKENDS WILL BE CHARGED OVERTIME AS FOLLOWS:

1.5 TIMES THE REGULAR RATE FOR WEEKDAYS IN EXCESS OF
8.0 HOURS PER DAY OR FOR 8.0 HOURS PER DAY ON WEEKENDS

2.0 TIMES THE REGULAR RATE FOR TIME ON WEEKEND IN
EXCESS OF 8.0 HOURS PER DAY OR ON HOLIDAYS

EFFECTIVE DECEMBER 1, 2017

EXHIBIT "B"

TERM, PAYMENT AND TIME FOR COMMENCEMENT AND COMPLETION CLAUSE

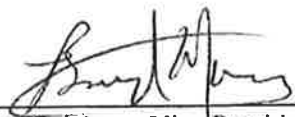
Term. This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONSULTANT. This Agreement shall continue in full force and effect for a period of **two (2) years** from the effective date of the Agreement (the "Term), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the City and the CONSULTANT may mutually agree in writing to extend the Term of this Agreement.

Payment. The City of Lancaster shall reimburse the CONSULTANT for actual costs, including labor costs and employee benefits incurred by the CONSULTANT in performance of the work, in an amount not to exceed \$72,500.00. Actual costs shall not exceed the estimated wage rates and other costs as set forth in this Agreement. Source documentation supporting billed costs must be submitted with invoice. CONSULTANT shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed fee specified above. Any additional work will require a separate Authorization for Consultant Services signed by both parties.

Consultant shall not be reimbursed for actual travel expenses incurred in the performance of the work.

Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than **five (5) days** following execution of this Agreement. It is anticipated that performance of the work will be completed within **two (2) years** from commencement. In no event shall performance of the work be completed later than **two (2) years** from commencement, **without the prior written authorization of the City**. If Consultant fails to complete the work in this time period, City may avail itself of any and all remedies provided for in this Agreement.



Barry S. Munz, Vice President
Antelope Valley Engineering, Inc.

M 1
07/10/2018
MVB

**LANCASTER
CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES
June 26, 2018**

CALL TO ORDER

Mayor/Chair Parris called the meeting of the Lancaster City Council/Successor Agency/Financing/ Power/California Choice Energy Authority to order at 5:09 p.m.

ROLL CALL

PRESENT: City Council Members /Agency Directors /Authority Members: Malhi, Mann, Underwood-Jacobs; Vice Mayor/Vice Chair Crist, Mayor/Chair Parris

STAFF MEMBERS:

City Manager/Executive Director; Deputy City Manager/Deputy Executive Director; City Attorney/Agency/Authority Counsel; City Clerk/Agency/Authority Secretary; Assistant Parks, Recreation and Arts Director; Development Services Director; Finance Director; Public Safety Director

INVOCATION

Pastor Darrell Dorris, Living Faith Cathedral Church of God in Christ

PLEDGE OF ALLEGIANCE

Vice Mayor Crist

PRESENTATIONS

1. Recognition of Lancaster Successor Agency Oversight Board Members
Presenter: Mayor Parris

M 1. MINUTES

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council/Successor Agency/Financing/Power/California Choice Energy Authority approved the City Council/Successor Agency/Financing/Housing/Power/California Choice Energy Authority Regular Meeting Minutes of June 12, 2018, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist; Parris; NOES: None; ABSTAIN: None; ABSENT: None

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES
June 26, 2018

CITY COUNCIL CONSENT CALENDAR

On a motion by Vice Mayor Crist and seconded by Council Member Underwood-Jacobs, the City Council approved the Consent Calendar with the exception of Item No. CC 2, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist; Parris; NOES: None; ABSTAIN: None; ABSENT: None

Vice Mayor Crist and Council Member Malhi stated they need to recuse themselves from Item No. CC 2 due to refund checks related to their City Council Election campaign and left the dais at this time.

Addressing the City Council on Item No. CC 2:

Michael Rives – suggested the check register be provided by category as opposed to alphabetical.

On a motion by Council Member Mann and seconded by Council Member Underwood-Jacobs, the City Council approved Item No. CC 2, by the following vote: 3-0-2-0; AYES: Mann, Underwood-Jacobs; Parris; NOES: None; RECUSED: Malhi, Crist; ABSENT: None

Vice Mayor Crist and Council Member Malhi returned to the dais at this time.

CC 1. ORDINANCE WAIVER

Waived further reading of any proposed ordinances. (This permits reading the title only in lieu of reciting the entire text.)

CC 2. CHECK REGISTERS

Approved the Check and Wire Registers for May 20, 2018, through June 9, 2018 in the amount of \$7,239,387.04. Approved the Check Registers as presented.

CC 3. INVESTMENT REPORT

Accepted and approved the May 2018, Monthly Report of Investments as submitted.

CC 4. HUMAN RESOURCES MANAGEMENT AND PAYROLL MANAGEMENT SYSTEMS CONTRACT AWARD TO AUTOMATIC DATA PROCESSING, INC. (ADP)

Awarded a contract for Human Resources Management and Payroll Management Systems to Automatic Data Processing, Inc. (ADP) in the amount of \$114,314.60 annually for 3 years (totaling \$342,943.80) plus a onetime implementation fee in the amount of \$15,375.00; and authorized the City Manager, or his designee, to execute the contract.

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES

June 26, 2018

CC 5. PARCEL MAP NO. 74422

Approved Parcel Map No. 74422, located at the southwest corner of Avenue L-4 & 37th Street West, made findings that this project will not violate any of the provisions of Sections 66473.5, 66474.1, and 66474.6 of the Subdivision Map Act, and instructed the City Clerk to endorse on the face of the map the certificate which embodies the approval of said map.

CC 6. FEDERAL PROCUREMENT POLICIES AND PROCEDURES MANUAL

Approved the Federal Procurement Policies and Procedures Manual to ensure compliance with the procurement standards issued via the Uniform Guidance Title 2 of the Code of Federal Regulations (CFR) Part 200.

JCB 1. FISCAL YEAR 2018-2019 BUDGETS AND FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

Addressing the City Council on this item:

Fran Sereseres – discussed funding related to public safety and the Homeless Initiative and discussed financial stability.

Michael Rives – discussed holding public sessions related to department budget funding requests.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council adopted **Resolution No. 18-31**, adopting the proposed City of Lancaster Fiscal Year 2018-2019 General Fund Operating Budget, Special Funds Budget, and Capital Improvement Program Budget, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council adopted **Resolution No. 18-32**, establishing the annual Appropriations Limit for Fiscal Year 2018-2019, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council adopted **Resolution No. 18-33**, authorizing an amendment to the final budget for Fiscal Year 2017-2018, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council adopted **Resolution No. 18-34**, approving adjustments to the Citywide Fee Schedule, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES
June 26, 2018

JCB 1.FISCAL YEAR 2018-2019 BUDGETS AND FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM CONTINUED...

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council approved a \$1,425,000 Proposition A Funds exchange with the City of Commerce and authorized the City Manager to execute all documents related to the transaction, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council approved a loan repayment, in the amount of \$1,820,000 plus accrued interest, by Lancaster Choice Energy to the General Fund, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council approved a month-to-month extension of the Law Enforcement Aerial Platform System (LEAPS) agreement with Aero View LLC and authorized the City Manager to execute all documents related to the transaction, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council approved entering into a professional services agreement with IBM/Watson, in the amount of \$350,000, and authorized the City Manager to execute all related documents, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

On a motion by Vice Chair Crist and seconded by Authority Member Mann, the California Choice Energy Authority adopted the proposed CCEA Fiscal Year 2018-2019 Budget as presented, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES

June 26, 2018

**PH 1. GENERAL PLAN AMENDMENT NO. 17-01 AND ZONE CHANGE NO. 17-01
LOCATED AT 1966 WEST AVENUE L (ASSESSOR'S PARCEL NUMBER: 3109-
019-003)**

Mayor Parris opened the Public Hearing.

The Development Services Director introduced the Planning Manager who presented the Staff Report for this item.

Addressing the City Council on this item:

Donna Jay-Giguere – discussed issues with the commercial property near this proposed project and stated this area does not need a gas station and car wash.

Brian Flint – stated he lives near and is opposed to the project; stated he moved to this area to be in a semi-rural area; the project is incongruent to the existing homes, has concerns regarding security and air quality.

Vern Roberts – previous owner of the property, stated he requested a zone change for this property and was told no; discussed the issues he faced when he owned the property and discussed future traffic.

Michael Rives – opposed to the project, discussed the private water district, the EIR, public safety and a project located at Avenue J and 20th Street West.

Mark Maldonado - discussed accidents and the traffic at the intersection for this project and discussed concerns with public safety.

Eugenie Trow – discussed a student of hers who grew up living behind a gas station and the health risks to children when exposed to cancer causing pollutants.

Shelley Hurle – stated if she wanted to live in the San Fernando Valley where there's strip mall on every corner she could move; she and her husband choose to live here for the rural area; discussed giving up quality of life to develop every vacant property.

Discussion between the City Council and staff included discussion of the proximity of the project to homes, development in the area of this project, redevelopment of existing empty buildings, air quality near Costco's gas station and the results of the Planning Commission's votes. Additionally discussion took place regarding the east and west traffic flow and the review of the project done by the local Sheriff station.

Mayor Parris closed the Public Hearing.

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES

June 26, 2018

PH 1. GENERAL PLAN AMENDMENT NO. 17-01 AND ZONE CHANGE NO. 17-01 LOCATED AT 1966 WEST AVENUE L (ASSESSOR'S PARCEL NUMBER: 3109-019-003)

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council adopted **Resolution No. 18-35**, approving General Plan Amendment No. 17-01, amending the General Plan land use designation on the subject property from Non-Urban Residential (NU) to Commercial (C); and introduced **Ordinance No. 1043**, amending the zoning designation on 1.98 acres of land located on 1966 West Avenue L (APN No. 3109-019-003), known as Zone Change No. 17-01, from Rural Residential, minimum lot size 2.5 acres (RR-2.5), to Commercial Planned Development (CPD), by the following vote: 3-2-0-0; AYES: Malhi, Mann, Crist; NOES: Underwood-Jacobs, Parris; ABSTAIN: None; ABSENT: None

PH 2. GENERAL PLAN AMENDMENT NO. 17-02 AND ZONE CHANGE NO. 17-02 LOCATED AT THE SOUTHEAST CORNER OF AVENUE L AND 22ND STREET WEST (ASSESSOR'S PARCEL NUMBER: 3109-017-071)

Mayor Parris opened the Public Hearing.

The Development Services Director introduced the Planning Manager who presented the Staff Report for this item.

Discussion among staff and the City Council included discussion of the type of signage that will be permitted, the sidewalks and maintenance of 22nd Street West.

Addressing the City Council on this item:

Paul Buckley – discussed his opposition to the project, requests the Council turn the project down and provide information to the public regarding the Council's plan for commercial development along Avenue L.

Donna Jay-Giguere – discussed a recent wellness check she requested of the Los Angeles County Sheriff Department for an individual lying on the street near this project, lives on a private unmaintained road adjacent to this project.

Mayor Parris closed the Public Hearing.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council adopted **Resolution No. 18-36 with the added condition, and agreed upon by the applicant, that only a monument sign is allowed**, approving General Plan Amendment No. 17-02, amending the General Plan land use designation from Non-Urban Residential (NU) to Commercial (C); and introduced **Ordinance No. 1044**, amending the zoning designation on 2.11 acres of land located on the southeast corner of Avenue L and 22nd Street West (APN: 3109-017-071), known as Zone Change No. 17-02, from Rural Residential, minimum lot size 1 acre (RR-1) to Commercial (C), by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES

June 26, 2018

Mayor Parris requested a recess at this time

Mayor Parris reconvened the meeting at 6:52

PH 3. AMENDMENT TO SECTION 17.40.210 OF THE LANCASTER MUNICIPAL CODE MODIFYING OFF-PREMISES ADVERTISING SIGNS

Mayor Parris opened the Public Hearing.

The Planning Manager presented the Staff Report for this item.

Addressing the City Council on this item:

Michael Rives – stated two Council Members received contributions from a specific company and should not vote on the item.

Mayor Parris closed the Public Hearing.

The City Attorney clarified the item before the City Council relates to changes to the Municipal Code not to a specific company.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council introduced **Ordinance No. 1045**, amending and restating Section 17.40.210 of the Lancaster Municipal Code, modifying Off-Premises Advertising Signs, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

CA 1. DISCUSSION AND POSSIBLE NOMINATIONS/APPOINTMENTS OF COUNCIL MEMBERS TO THE FOLLOWING POSITIONS:

On a motion by Mayor Parris and seconded by Vice Mayor Crist, the City Council approved the appointments to the following positions, by the following vote: 5-0-0-0; AYES: Malhi, Mann, Underwood-Jacobs, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

- Vice Mayor – Marvin Crist
- Edwards Air Force Base Restoration Advisory Board – Council Members Malhi and Underwood-Jacobs
- Antelope Valley Transit Authority – Vice Mayor Crist and Council Member Underwood-Jacobs
- Antelope Valley Air Quality Management District – Mayor Parris and Vice Mayor Crist with Council Member Mann as the first alternate followed by the remaining members of the City Council
- Southern California Association of Governments – Council Member Malhi
- North County Transportation Coalition – Current appointees Vice Mayor Crist, Council Member Mann and City Manager Mark Bozigian remain appointed until further action taken by the City Council
- Antelope Valley Fair Authority JPA – Vice Mayor Crist and Rob Parris

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES

June 26, 2018

CA 1. DISCUSSION AND POSSIBLE NOMINATIONS/APPOINTMENTS TO THE FOLLOWING POSITIONS CONTINUED:

- The Visitors Bureau of Lancaster – Council Member Mann
- Lancaster Housing Authority – Vice Mayor Crist, Council Members Mann and Malhi, Deputy Mayor Cassandra Harvey and Deputy Mayor Kitty Szeto
- Southern California Regional Airport Authority – Council Member Malhi
- Audit Representative – Council Member Underwood-Jacobs
- Antelope Valley Mosquito Abatement – Evelyn Medrano
- California Contract Cities Association – Council Member Underwood-Jacobs and Council Member Malhi as the appointed alternate
- League of CA Cities Voting Delegate – Council Member Mann as the delegate and Council Members Malhi and Underwood-Jacobs as the alternates.

CR 1. REPORT ON THE ACTIVITIES OF THE BOARD OF DIRECTORS FOR THE ANTELOPE VALLEY TRANSIT AUTHORITY

Council Member Underwood-Jacobs stated three grants have been awarded to AVTA totaling more than \$39 million and stated the Executive Director/CEO is requesting that those in leadership positions at AVTA ride buses once a month. Additionally, AV College has approximately 700 students who ride for free.

Vice Mayor Crist stated progress is being made regarding transportation to Mojave.

CR 2. COUNCIL REPORTS

Council Member Malhi thanked staff for the recent Celebrate America event.

LANCASTER HOUSING AUTHORITY

No action required at this time.

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

LANCASTER SUCCESSOR AGENCY

No action required at this time.

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

The City Manager discussed the upcoming July 4th fireworks and PBR Rodeo events. In addition, staff is continuing to prepare a video regarding employment in the area. A video highlighting the recent Kensington Campus groundbreaking was shown.

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES

June 26, 2018

CITY CLERK /AGENCY/AUTHORITY SECRETARY ANNOUNCEMENT

The City Clerk provided the public with the procedure to address the City Council/Successor Agency/Authority regarding non-agendized item.

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

Addressing the City Council at this time:

Jim Barletta – discussed actions of a local water company.

Michelle Fajardo Hernandez – Political Science student at Antelope Valley College asked the Mayor what inspired him to become Mayor.

Bruce Helton - Political Science student at Antelope Valley College asked the Mayor his involvement with the City's closed session cases.

Henry Coreas - Political Science student at Antelope Valley College discussed the World Cup coming to Los Angeles in 2026.

Shawn Pease - Political Science student at Antelope Valley College asked why politicians claim to support transparency and yet fail to do so, and asked the Mayor's opinion regarding splitting the State of California.

Jazmyn Surratt - Political Science student at Antelope Valley College asked the Mayor what has been done to keep the City safe.

George Beatty – discussed the City's plan to address vacant homes, Sheriff Deputy's safety who address the issues related to these vacant homes and child abuse in the City.

Shannon McDonald – complimented staff for the quick response for a recent knocked down stop sign, discussed illegal dumping and littering.

Fran Sereseres – discussed the progress on the Senior Center expansion project, a specific business on Lancaster Blvd and the skate park.

ADJOURNMENT

Mayor Parris adjourned the meeting at 7:53 p.m. and stated the next City Council/Successor Agency/Financing/Power/California Choice Energy Authority meeting will be held on Tuesday, July 10, 2018 at 5:00 p.m.

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES
June 26, 2018

PASSED, APPROVED and ADOPTED this 10th day of July, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
CITY CLERK
AGENCY/AUTHORITY SECRETARY

R. REX PARRIS
MAYOR/CHAIRMAN

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss
CITY OF LANCASTER }

CERTIFICATION OF MINUTES
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/CALIFORNIA CHOICE
ENERGY AUTHORITY

I, _____, _____ of the City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original City Council/Successor Agency/Financing//Power/California Choice Energy Authority Minutes, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, CA on this _____ day of _____, _____.

(seal)

STAFF REPORT
City of Lancaster

Date: July 10, 2018
To: Mayor Parris and City Council Members
From: Pam Statsmann, Finance Director
Subject: **Check Registers – June 10, 2018 through June 23, 2018**

CC 2
07/10/18
MVB

Recommendation:

Approve the Check Registers as presented.

Fiscal Impact:

\$5,477,580.84 as detailed in the Check Registers.

Background:

At each regular City Council Meeting, the City Council is presented with check and ACH/wire registers listing the financial claims (invoices) against the City for purchase of materials, supplies, services, and capital projects issued the prior three to four weeks. This process provides the City Council the opportunity to review the expenditures of the City. Claims are paid via checks, Automated Clearing House (ACH) payments, or federal wires. The justifying backup information for each expenditure is available in the Finance Department.

Check Nos.:	7396259-7396541	\$ 4,977,996.50
ACH/Wire Check Nos.:	101010059-101010073	<u>\$ 499,584.34</u>
		\$ 5,477,580.84
Voided Check No.:	N/A	
Voided ACH/Wire No.:	N/A	

PS:sp

Attachments:

Check Register
ACH/Wire Register

City of Lancaster Check Register



From Check No.: 101010074 - To Check No.: 101010081

From Check Date: 06/10/18 - To Check Date: 06/23/18

Printed: 6/27/2018 11:31

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101010074	01550	KAISER FOUNDATION HEALTH PLAN	06/18-EMPLOYEE HEALTH INS	225,184.32	101 2166130	3,677.97
					101 2166130	202,406.27
					109 1101000	19,100.08
						<u>225,184.32</u>
101010075	01708	BLUE CROSS OF CALIFORNIA	06/18-EMPLOYEE HEALTH INS	102,601.89	101 2166110	64,928.03
					101 2166115	12,702.10
					101 2166120	16,245.28
					109 1101000	8,726.48
						<u>102,601.89</u>
101010076	01708	BLUE CROSS OF CALIFORNIA	06/18-RETIREE HEALTH INS	57,711.03	109 1101000	57,711.03
101010077	07101	CALPINE ENERGY SOLUTIONS LLC	INV #CALP2018-08PREPAY	2,535.00	490 4370653	2,535.00
101010078	07109	SHELL ENERGY NORTH AMERICA LP	05/18-CAPACITY PRODUCT	6,900.00	490 4370653	6,900.00
101010079	08557	SILICON VALLEY POWER	09/18-ENERGY PROCUREMENT	9,383.50	490 4370653	9,383.50
101010080	C9589	U S BANK CORP PAYMENT SYSTEMS	06/11/18-CALCARD STATEMENT	95,115.30	101 2601000	95,115.30
101010081	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH EXPENSE	153.30	101 4200201	7.00
					101 4310251	21.55
					101 4540361	19.75
					101 4701202	35.00
					480 4755202	70.00
						<u>153.30</u>

Chk Count 8

Check Report Total 499,584.34

City of Lancaster Check Register



From Check No.: 7396259 - To Check No.: 7396541

From Check Date: 06/10/18 - To Check Date: 06/23/18

Printed: 6/27/2018 11:35

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7396259	08969	DEAMICIS, CHRISTINE R	RFND-PRKNG CIT #25010329	63.00	101 3310200	63.00
7396260	08551	EMPLOYMENT DEVELOPMENT DEPT	EARNINGS WITHHOLDING	50.00	101 2159000	50.00
7396261	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	240.00	101 2159000	240.00
7396262	02108	FRANCHISE TAX BOARD	TAX WITHHOLDING ORDER	300.00	101 2159000	300.00
7396263	08970	GILKEY, SCOTT E	RFND-ADMIN CITATION	600.00	101 3310400	600.00
7396264	D3448	L A CO SHERIFF'S DEPT	FILE #3631804180048	42.50	101 2159000	42.50
7396265	05422	L A CO SHERIFF'S DEPT	FILE #M-1502-CL-20260	74.40	101 2140000	74.40
7396266	05422	L A CO SHERIFF'S DEPT	CASE #M-1502-CL-20260	92.47	101 2159000	92.47
7396267	D3448	L A CO SHERIFF'S DEPT	FILE #3631801190021	300.00	101 2159000	300.00
7396268	1214	L A CO SHERIFF'S DEPT	04/18-PRISONER MAINTENANCE	497.10	101 4820355	497.10
7396269	1214	L A CO SHERIFF'S DEPT	04/18-SPECL EVENTS-COL ELECTN	1,352.66	101 4110262	1,352.66
7396270	1215	L A CO WATERWORKS	04/02/18-06/06/18 WATER SVC	4,823.57	203 4636654 482 4636654	1,307.45 3,516.12
				<u>4,823.57</u>		<u>4,823.57</u>
7396271	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 12-2018	360.00	101 2171000	360.00
7396272	08971	MEXICANOS, JONATHAN	RFND-PRKNG CIT #34004828	67.00	101 3310200	67.00
7396273	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 12-2018	1,685.18	101 2170200	1,685.18
7396274	1705	QUARTZ HILL WATER DISTRICT	05/01/18-06/01/18 WATER SVC	6,815.39	101 4634654 203 4636654 482 4636654	5,322.51 412.58 1,080.30
				<u>6,815.39</u>		<u>6,815.39</u>
7396275	08972	SCHECTER, ERICA A	RFND-PRKNG CIT #32006073	67.00	101 3310200	67.00
7396276	03154	SO CA EDISON	04/01/18-06/01/18 ELECTRIC SVC	309.27	483 4755660	309.27
7396277	03154	SO CA EDISON	05/03/18-06/04/18 ELECTRIC SVC	1,762.21	483 4785652	1,762.21
7396278	03154	SO CA EDISON	05/03/18-06/04/18 ELECTRIC SVC	2,202.53	203 4636652 482 4636652	561.41 1,641.12
				<u>2,202.53</u>		<u>2,202.53</u>

City of Lancaster Check Register



From Check No.: 7396259 - To Check No.: 7396541

From Check Date: 06/10/18 - To Check Date: 06/23/18

Printed: 6/27/2018 11:35

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7396279	03154	SO CA EDISON	04/30/18-06/07/18 ELECTRIC SVC	5,975.62	101 4633652	5,175.82
					203 4636652	26.49
					482 4636652	96.34
					483 4752660	68.46
					483 4755652	57.68
					483 4785652	138.81
					483 4785660	412.02
				<u>5,975.62</u>		<u>5,975.62</u>
7396280	03154	SO CA EDISON	05/03/18-06/05/18 ELECTRIC SVC	28,119.35	101 4633652	2,684.78
					101 4633652	8,157.54
					101 4634652	4,379.33
					101 4635652	12,166.06
					101 4810403	156.22
					483 4785660	575.42
				<u>28,119.35</u>		<u>28,119.35</u>
7396281	1907	SO CA GAS COMPANY	05/01/18-05/31/18 GAS SVC	14.79	101 4631655	14.79
7396282	A1393	TEAMSTERS LOCAL 911	06/18 AGENCY FEE	55.00	101 2157000	55.00
7396283	A1393	TEAMSTERS LOCAL 911	06/18 UNION DUES	3,297.00	101 2157000	3,297.00
7396284	07266	THOMAS, JOSH	RFND-ZELDAS-BEVERAGES	51.44	402 4652251	51.44
7396285	C8046	U S DEPT OF EDUCATION	LEVY PROCEEDS	279.68	101 2159000	279.68
7396286	07169	VIVINT SOLAR DEVELOPER LLC	RFND-SOLAR PRMT-PMT17-04756	117.11	251 3201104	117.11
7396287	C6406	WELLS, KATHY	KW-PR DM-SACRAMNTO-06/20-22/18	160.00	491 4370201	160.00
7396288	08109	YOUNG, DREW B	CS-MUSIC-PERF-06/21/18	1,500.00	101 4680225	1,500.00
7396289	A5389	A V FAIR	04/18-WATCH & WAGER COMM	2,968.51	101 2189000	2,968.51
7396290	07965	A V POLES AND LIGHTING INC	NSC-LIGHT POLE REPLACEMENT	1,120.52	101 4635404	1,120.52
7396291	08820	ACCOUNTING PRINCIPALS INC	ME-FINANCE STFF-05/21-06/01/18	2,152.15	101 4310308	2,152.15
7396292	06123	ACE AIR CONDITIONING & HEATING	MTNC YD-EXHSTRS/HTRS REBUILD	2,100.00	480 4755402	2,100.00
			EPL-AC UNIT REPLACEMENTS(2)	24,000.00	261 4631764	24,000.00
			DRAFT DOWN COOLER INSTALLATION	3,300.00	480 4755402	3,300.00
				<u>29,400.00</u>		<u>29,400.00</u>
7396293	08894	ADHERENCE COMPLIANCE	MEDICAL CANNABIS SUPPORT SVCS	4,375.00	101 4400301	4,375.00
7396294	C6143	AMERICAN BUSINESS MACHINES	LASERJET ENTERPRISE COPIER	176.30	101 4310254	176.30
7396295	D3147	AMERICAN PLUMBING SERVICES,INC	OMP-SINK FAUCET REPAIRS	402.43	207 4634402	402.43

City of Lancaster Check Register



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Printed: 6/27/2018 11:35

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7396296	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	76.50	101 4753209	76.50
			UNIFORM CLEANINGS	52.33	101 4753209	52.33
			UNIFORM CLEANINGS	45.54	101 4753209	45.54
				<u>174.37</u>		<u>174.37</u>
7396297	08974	AMOBIOUS GROUP INC	07/17-12/17 VERIBOOK SUBSCRPTN	300.00	101 4110251	300.00
7396298	02693	ANDY GUMP, INC	FENCE RENTAL-03/20-26/18	759.44	101 4680225	759.44
			PF-FENCE RENTAL-04/16-23/18	4,826.00	101 4682222	4,826.00
			RDP-FENCE RNTL-05/18-06/14/18	33.51	101 4634602	33.51
			OMP-FENCE RNTL-05/22-06/18/18	44.68	101 4634602	44.68
				<u>5,663.63</u>		<u>5,663.63</u>
7396299	08701	APPLE VALLEY CHOICE ENERGY	03/18-CAPACITY PRODUCT	2,000.00	490 4370653	2,000.00
7396300	04446	AUTO PROS	SMOG INSPECTION-EQ5601	45.00	101 4662207	45.00
7396301	A0438	B N I BUILDING NEWS	2018 GREENBOOKS(13)	1,316.85	101 4761206	1,316.85
7396302	C9428	BEACON ATHLETICS LLC	LMS-FIELD UPGRADES	3,010.00	101 2175000	(193.33)
					213 12BS014924	3,203.33
				<u>3,010.00</u>		<u>3,010.00</u>
7396303	00269	BOETHING TREELAND FARMS, INC	HP-TREES(5)	861.16	101 4634265	861.16
7396304	08094	BURRELLESLUCE	05/18-MONTHLY MEDIA CHARGES	337.60	101 4305301	337.60
7396305	08817	BURROWS, SAVANNAH	PF-SAVANNAH BURROWS-04/22/18	1,000.00	101 4682222	1,000.00
7396306	06176	C S TECH GROUP, INC	LACP WAP INSTLL/CABLING	950.00	101 4315301	950.00
7396307	A9249	CA DEPT OF CORRCTNS/REHAB	04/18-CUSTODY SUPRVSN AGREEMNT	8,178.00	203 4752308	6,090.00
					224 4752308	2,088.00
				<u>8,178.00</u>		<u>8,178.00</u>
7396308	06521	CAL PORTLAND SOUTHWEST CNCRET	SHAFTS/CONES/GRADE RINGS	4,205.91	480 4755410	4,205.91
7396309	08940	CARQUEST	TRANS FLTR KIT-EQ5785	11.03	101 4633207	11.03
			AXLE-EQ5601	65.91	101 4662207	65.91
			BMR KIT-EQ3781	40.00	203 4752207	40.00
				<u>116.94</u>		<u>116.94</u>
7396310	00382	CARRIER COMMUNICATIONS	06/18-HAUSER MTN SITE RENT	559.30	101 4200350	559.30
7396311	04636	CAYENTA/N HARRIS COMPUTER CORP	JOB COSTING AUDIT	300.00	101 4310301	300.00
7396312	05128	CLEANSTREET	05/18 MONTHLY STREET SWEEP	40,237.52	203 4751450	39,237.52
					484 4751450	1,000.00
				<u>40,237.52</u>		<u>40,237.52</u>

City of Lancaster Check Register



From Check No.: 7396259 - To Check No.: 7396541

From Check Date: 06/10/18 - To Check Date: 06/23/18

Printed: 6/27/2018 11:35

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7396313	C4489	COMCATE	04/18-06/18 PUBLIC SFTY MODULE	3,675.00	101 4315302	3,675.00
7396314	08484	CONSOLIDATED ELECTRCL DIST INC	BLVD/BEECH-DECORTVE LIGHT POLE LAMPS(30)	2,788.97 251.30 <u>3,040.27</u>	483 4755460 101 4633403	2,788.97 251.30 <u>3,040.27</u>
7396315	07545	COSTAR REALTY INFORMATION INC	06/18-PROFESSIONAL SERVICES	958.26	101 4540301	958.26
7396316	07164	DAMBROT, SHANA N	MOAH-MARCO CASENTINI BOOK TEXT	500.00	101 4644251	500.00
7396317	A9377	DAVIS COMMUNICATIONS	LANC ENGAGE-ARTWORK DESIGNS	1,087.50	101 4100205	1,087.50
7396318	07131	DE LAGE LANDEN FINANCIAL SVCS	06/15-07/14/18 NETWORK PRINTER	168.95	101 4810254	168.95
7396319	06809	DEAR LIFE ENTERPRISES	ZELDAS-MUSIC-PERF-06/09/18	300.00	402 4652251	300.00
7396320	08823	DEMMERS, LINDA	LANCASTER LIBRARY ASSESSMENT	3,300.00	101 4100301	3,300.00
7396321	00414	DESERT LOCK COMPANY	KEYS(11) KEYS/TAGS	41.56 11.72 <u>53.28</u>	101 4633403 101 4633403	41.56 11.72 <u>53.28</u>
7396322	08643	EARTH SYSTEMS PACIFIC	ASPHALT INSPECTIONS	1,997.00	203 12ST034924	1,997.00
7396323	08648	EASTMAN, JULUIS A	BAL-EPL-MURAL PAINTING	7,900.00	261 12ZZ003924	7,900.00
7396324	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	190.71 <u>190.71</u>	101 4305212 490 4370212	88.01 <u>102.70</u> 190.71
7396325	A9988	FIRE ACE INC	ZELDAS-CO2/BEVERAGES	283.00	402 4652251	283.00
7396326	07124	FIRST AMERICAN DATA TREE, LLC	05/18-PROFESSIONAL SERVICES	500.00	101 4400301	500.00
7396327	07212	GINO'S ITALIAN RESTAURANT	CARES-PIZZA/BEVERAGES-05/29/18	600.00	101 4670270	600.00
7396328	00849	HAAKER EQUIPMENT CO	OMNEX CAN-EQ3988	1,427.73	480 4755207	1,427.73
7396329	07127	HUMAN ELEMENT	01/18-BELLYFIT INSTRUCTION 01/18-BARRE INSTRUCTION 01/18-BELLYFIT INSTRUCTION 01/18-PIYO INSTRUCTION 01/18-BARRE INSTRUCTION	45.00 61.60 15.00 42.00 28.00 <u>191.60</u>	101 4643308 101 4643308 101 4643308 101 4643308 101 4643308	45.00 61.60 15.00 42.00 28.00 <u>191.60</u>
7396330	08542	INFRASTRUCTURE ENGR CORP	04/18-PROFESSIONAL SERVICES	2,945.00	209 15ST042924	2,945.00
7396331	05875	KROMER CO LLC	NSC-SOLENOIDS(2)-EQ5609	392.85	101 2175000 101 4635230	(37.32) 430.17

City of Lancaster Check Register



From Check No.: 7396259 - To Check No.: 7396541

From Check Date: 06/10/18 - To Check Date: 06/23/18

Printed: 6/27/2018 11:35

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				392.85		392.85
7396332	1241	L A CO TAX COLLECTOR	MOAH-3134009031 17/18 PRP TAX	5,456.70	101 4644416	5,456.70
7396333	C5347	LA CONSULTING INC	05/18-PROFESSIONAL SERVICES	3,899.15	101 4753301	3,899.15
7396334	A7680	LANCASTER JETHAWKS	LMS-REFRIGERATION REPAIRS	5,500.00	101 4632402	5,500.00
7396335	08973	LAUGHLIN, DANIEL	NSC-FIELD/FACILITY MAP DESIGN	240.00	101 4660251	240.00
7396336	05599	LEE, WATSON W S	05/18-FINGERPRINT ANALYSIS	646.67	101 4820301	646.67
7396337	08789	LOPEZ, JULIO	COL BUILDING 3D MODEL	1,100.00	101 4680225	1,100.00
7396338	04351	LYN GRAFIX	50/50 SHIRTS(280)	1,701.63	101 4640251	1,701.63
7396339	06836	MARTINEZ PUBLICATIONS CORP	HOUSING-ADVERTISING	1,600.00	361 4541263	1,600.00
7396340	06663	MASON, MELINDA	PWW-PHOTO SERVICES	300.00	101 4305301	300.00
			MAINTENANCE STAFF PHOTO	50.00	101 4305301	50.00
				<u>350.00</u>		<u>350.00</u>
7396341	C3715	LEXISNEXIS MATTHEW BENDER	EMPLOYMENT LAW DESKBOOK	368.59	101 4320206	368.59
7396342	C1198	MC PHERSON CONSULTING	MOAH-BANNERS/DOOR PIN INSTALL	468.26	101 4680225	468.26
7396343	06966	MICHAEL BAKER INT'L INC	CP13020-AVE G INTERCHANGE	97.36	210 15BR006924	97.36
7396344	06673	MILLER, JACK C	05/18-TENNIS INSTRUCTOR	9.60	101 4643308	9.60
7396345	D3578	MINUTEMAN PRESS	CCEA-MEMO PADS(50)	275.94	491 4370202	275.94
7396346	C8944	MSC INDUSTRIAL SUPPLY CO	SCREWS(50)	17.14	203 4752403	17.14
7396347	D1167	MUNICIPAL CODE CORPORATION	06/18-05/19-WEB HOSTING	480.00	101 4110360	480.00
7396348	08929	MUNICIPAL RESOURCE GROUP, LLC	CONSULTING SERVICES	5,074.25	101 4320301	5,074.25
7396349	08562	NAPA AUTO PARTS	OIL FTR/WPR BLDS-EQ3832	12.67	203 4752207	12.67
			SHCKL KIT-EQ3991	64.53	480 4755207	64.53
			AC KIT/PAG OIL-EQ3822	218.72	203 4752207	218.72
			PUMP KIT-EQ3988	268.26	480 4755207	268.26
			SPRK PLGS(10)-EQ3989	47.85	480 4755207	47.85
			OIL/FUEL/AIR FLTRS-EQ3982	75.27	480 4755207	75.27
			LAMP-EQ3982	3.03	480 4755207	3.03
				<u>690.33</u>		<u>690.33</u>
7396350	D2634	O'REAR, JEFFREY R	05/18-PRODUCTION SERVICES	400.00	101 4680225	400.00
7396351	03762	OFFICE DEPOT	STICKY NOTES/PADS/MOUSEPADS	98.52	101 4761259	98.52

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			TAPE/PENS	45.42	101 4761259	45.42
			WHITEBOARD ERASERS(2)	4.36	101 4761259	4.36
			PAPER/POST ITS/TAPE	43.44	101 4761259	43.44
			PADS	15.32	101 4761259	15.32
			LEGAL PAD	8.75	101 4762259	8.75
			LABELS/BATTERIES/FILE JACKETS	50.60	101 4762259	50.60
			FILES/BOXES/ORGNZRS/BOOK HLDRS	113.50	101 4761259	113.50
			TRAYS(3)	19.35	101 4761259	19.35
			MOUSEPAD	25.39	101 4761259	25.39
			PRESSBOARD/PADS/PENCILS/PENS	110.56	101 4761259	110.56
			BATTERIES	17.73	101 4761259	17.73
			CD/DVD PAPER	7.52	101 4761259	7.52
				<u>560.46</u>		<u>560.46</u>
7396352	1443	OMEGA MAINTENANCE, INC	TRIMMERS(4)	1,441.02	203 4752208	1,441.02
7396353	05741	P P G ARCHITECTURAL FINISHES	SPRAY SHIELD	21.34	203 4752502	21.34
			PAINT/SOCK HDS/RAGS/RLLR FRMS	1,782.58	203 4752502	1,782.58
			PAINT	5,315.98	203 4752502	5,315.98
			PAINT SPRAYER	5,283.38	482 4752753	5,283.38
			NSC-PAINT	1,182.32	101 4635404	1,182.32
				<u>13,585.60</u>		<u>13,585.60</u>
7396354	06984	PACIFIC DESIGN & INTEGRATION	05/18-BROADCAST MTNG SERVICES	5,181.00	101 4305302	5,181.00
7396355	07249	PATRIOT PLUMBING	ZELDAS-DRAIN CLEANING	110.00	402 4650402	110.00
			ZELDAS-RPLC TRAY STRNER/FILTER	265.00	402 4650402	265.00
				<u>375.00</u>		<u>375.00</u>
7396356	07468	PERMA-LINER INDUSTRIES LLC	POINT REPAIR KITS(3)	1,759.56	101 2175000	(22.14)
					480 4755470	1,781.70
				<u>1,759.56</u>		<u>1,759.56</u>
7396357	08478	QUIGLEY, SHANNON	EE-06/18-YOGA CLASSES	400.00	101 4320301	400.00
7396358	05864	QUINN COMPANY	HOSES/HOSE ASSYS-EQ3763	117.69	203 4752207	117.69
7396359	07002	READYREFRESH BY NESTLE	05/18-WTR COOLER RENTAL/WATER	35.15	402 4650301	35.15
7396360	07507	RESOURCE BUILDING MATERIALS	CONCRETE	635.99	480 4755410	635.99
7396361	C4435	ROACH'S TERMITE PEST CONTROL	OMP-05/18 PEST CONTROL SERVICE	190.00	101 4634301	190.00
7396362	05943	ROBERTSON'S	CONCRETE	81.86	203 4752410	81.86
			CONCRETE	368.38	203 4752410	368.38
			CONCRETE	163.72	203 4752410	163.72
				<u>613.96</u>		<u>613.96</u>
7396363	D3947	S G A CLEANING SERVICES	ZELDAS-KITCHEN/RESTRM CLEANING	985.00	402 4650402	985.00
			ZELDAS-TILE GROUT CLEANING	585.00	402 4650402	585.00

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				1,570.00		1,570.00
7396364	A8260	SAGE STAFFING	AH-DEV SVC STAFF-05/14-18/18 SM-PARKS STAFF-05/21-25/18 GK/AM-PUBLIC SAFTY-05/21-25/18	969.85 697.50 631.97 <u>2,299.32</u>	101 4782308 101 4620308 101 4820308	969.85 697.50 631.97 <u>2,299.32</u>
7396365	08740	SFG RETIREMENT PLAN CONSULTING	05/18-ADVISORY FEE	3,500.00	101 4320301	3,500.00
7396366	1894	SIGNS & DESIGNS	SN/RG/FE-FACEPLATES(3) DA-NAMEPLATE MOAH-FOREST FOR TREES BANNER CA-FACEPLATE	39.42 17.88 408.44 13.14 <u>478.88</u>	101 4761253 101 4762253 101 4644251 306 4542259	39.42 17.88 408.44 13.14 <u>478.88</u>
7396367	01816	SMITH PIPE & SUPPLY INC	OMP-PVC OMP-ROTORS/PVC	26.12 184.01 <u>210.13</u>	101 4634404 101 4634404	26.12 184.01 <u>210.13</u>
7396368	05339	SNAP-ON INDUSTRIAL	FAN CLUTCH WRENCH FAN CLUTCH WRENCH	77.31 80.00 <u>157.31</u>	101 2175000 101 4753208 101 4753208	(2.69) 80.00 80.00 <u>157.31</u>
7396369	A2089	SO CA EDISON-ACCTS REC	CP17008-10TH ST W GAP CLOSURE	400.52	206 15ST026924	400.52
7396370	05413	STATEWIDE TRAFFIC SAFETY/SIGNS	BARRICADES/CONES/PAINT/SIGNS BARRICADES(250)	4,624.12 11,448.23 <u>16,072.35</u>	480 4755455 203 4752455	4,624.12 11,448.23 <u>16,072.35</u>
7396371	D2143	STREAMLINE AUDIO VISUAL, INC	CA-SOUND EQPMNT RNTL-06/08/18	1,925.00	101 4684222C	1,925.00
7396372	05545	SUPERIOR LIGHTING & ELECTRIC	GLOBE LIGHT FIXTURES(2)	149.48 149.48	101 2175000 101 4633403	(13.30) 162.78 <u>149.48</u>
7396373	06991	SYSCO VENTURA, INC	ZELDAS-VEGETABLES ZELDAS-CLEANERS/SANTIZRS/SOAP	22.69 683.33 <u>706.02</u>	402 4652251 402 4652251	22.69 683.33 <u>706.02</u>
7396374	A6479	TAFT ELECTRIC COMPANY	BLVD/BEECH-LIGHT POLE INSTLLTN	3,556.15	483 4755460	3,556.15
7396375	04239	TIM WELLS MOBILE TIRE SERVICE	FLAT REPAIR-EQ5783	15.00	101 4635207	15.00
7396376	2003	TIP TOP ARBORISTS, INC	1227 PASTEUR-TREE TRIMMINGS	1,085.00	363 4542770	1,085.00
7396377	D1594	TOUCHPOINT ENERGIZED COMM	06/18-E NEWSLETTER SVC	375.00	101 4305302	375.00
7396378	02977	TURBO DATA SYSTEMS INC	04/18-PARKNG CITATN PROCESSING	8,033.91	101 4810301	8,033.91

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7396379	08783	UNIFIRST CORPORATION	UNIFORM CLEANINGS	169.85	480 4755209	169.85
			UNIFORM CLEANINGS	104.47	480 4755209	104.47
				<u>274.32</u>		<u>274.32</u>
7396380	05551	UNITED SITE SRVCS OF CA,SO DIV	FENCE RNTL-05/24-06/20/18	19.72	101 4633602	19.72
7396381	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	103.59	484 4752410	103.59
			COLD MIX	276.93	203 4752410	276.93
			COLD MIX	159.54	484 4752410	159.54
			COLD MIX	127.35	484 4752410	127.35
				<u>667.41</u>		<u>667.41</u>
7396382	06146	W A THOMPSON DISTRIBUTING CO	ZELDAS-BEVERAGES	898.00	402 4652251	898.00
7396383	05087	WALSMA OIL COMPANY	UNLEADED(4941)/DIESEL(2791)	24,516.21	101 1620000	24,516.21
7396384	31026	WAXIE SANITARY SUPPLY	MTNC YD-PLSTC WST/RCYLNG BINS	175.64	101 4755355	175.64
			FRSHNRS/TOWLS/T PPR/URNL SCRNS	343.92	203 4752406	343.92
				<u>519.56</u>		<u>519.56</u>
7396385	05806	WEST COAST SAFETY SUPPLY CO	VAPOROOTERS(25)	1,994.40	480 4755470	1,994.40
			PLASTIC BLOWERS(2)	869.84	480 4755295	869.84
			HARNESSES(4)/FACEPIECES/ADAPTRS	2,797.17	480 4755295	2,797.17
				<u>5,661.41</u>		<u>5,661.41</u>
7396386	C7367	WINE WAREHOUSE	ZELDAS-BEVERAGES	1,452.12	402 4652251	1,452.12
7396387	08631	WOOLSTON, CRAIG	RFND-PY CREDIT ON ACCOUNT	51.00	101 2140000	51.00
7396388	05449	ACCELA, INC	CIVIC PLATFORM USERS(53)	67,268.30	101 4315302	67,268.30
7396389	00781	GRANITE CONSTRUCTION CO.	CP16009-2016 PVMNT MNGMNT-9	231,145.39	203 12ST034924	96,127.37
					206 12ST034924	41,901.56
					206 12ST035924	58,941.16
					209 12ST035924	8,085.16
					232 12ST034924	26,090.14
			CP17008-10TH ST W GAP CLOSURE	371,455.87	206 15ST026924	87,556.02
					209 15ST026924	68.73
					220 15ST026924	4,020.21
					232 15ST026924	196,145.63
					321 15ST026924	83,665.28
				<u>602,601.26</u>		<u>602,601.26</u>
7396390	03130	MARTIN & CHAPMAN CO.	ELECTN SUPPLIES/SRVCS-04/10/18	203,509.01	101 4110262	203,509.01
7396391	05834	VENCO WESTERN, INC	05/18-PERIMETER AREAS MTNC	24,448.14	203 4636264	24,448.14
			05/18-MAINTENANCE SERVICES	43,217.02	482 4636402	43,217.02
			05/18-LBP-LANDSCAPE MTNC	3,626.23	482 4636401	3,626.23
				<u>71,291.39</u>		<u>71,291.39</u>

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7396392	06066	A T & T	DOJ-05/18-TELEPHONE SERVICE	51.96	101 4315651	51.96
7396393	C0379	A V BALLET	TCKT PRCD5-PETR PN-05/12-13/18	18,868.44	101 2107000 402 3405100 402 3405100 402 3405127 402 3405302 402 3405303	34,785.25 (2,665.00) 555.50 (10,845.00) (906.41) (2,055.90)
				18,868.44		18,868.44
7396394	C0077	A V E K	NSC-05/18-BACTERIOLOGICAL TEST	20.00	101 4635301	20.00
7396395	C0077	A V E K	BACTERIOLOGICAL TESTS(2)	46.00	485 4755402	46.00
7396396	03854	A V JANITORIAL SUPPLY	PBP-T PPR/URNL SCRNS/CN LNRS	740.22	101 4631406	740.22
7396397	08979	A V PEST CONTROL	EDP-07/17-04/18-PEST CONTROL	390.00	101 4631301	390.00
7396398	08979	A V PEST CONTROL	AHP-07/17-04/18-PEST CONTROL	510.00	101 4631301	510.00
7396399	08979	A V PEST CONTROL	PBP-07/17-04/18-PEST CONTROL	570.00	101 4631301	570.00
7396400	08979	A V PEST CONTROL	JRP-07/17-04/18-PEST CONTROL	770.00	101 4631301	770.00
7396401	06294	A V WEB DESIGNS	NSC-06/18-MONTHLY HOSTING CHGS	99.95	101 4660251	99.95
7396402	D3147	AMERICAN PLUMBING SERVICES,INC	MTNC YD-BACKFLOW REPAIRS	298.00	480 4755402	298.00
7396403	04760	AMERINAT	05/18-MONTHLY SERVICE FEE	548.55	306 4542301	548.55
7396404	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	45.54	101 4753209	45.54
7396405	01933	AMERON	STREETLIGHT POLE REPLACEMENTS	9,061.62	483 4755460	9,061.62
7396406	08974	AMOBIOUS GROUP INC	01/18-06/18 VERIBOOK SUBSCRPTN	300.00	101 4110251	300.00
7396407	02693	ANDY GUMP, INC	HP-FENCE RNTL-05/31-06/27/18	17.74	101 4634602	17.74
7396408	02693	ANDY GUMP, INC	OMP-FENCE RNTL-05/29-06/25/18	33.51	101 4634602	33.51
7396409	08701	APPLE VALLEY CHOICE ENERGY	04/18-06/18-CAPACITY PRODUCT	6,000.00	490 4370653	6,000.00
7396410	07452	ASSAD, DANA D	CLAIM #004-17/CLGL-1383A2	1,263.75	109 4330300	1,263.75
7396411	07452	ASSAD, DANA D	CLAIM #027-17/CLGL-1384A1	1,347.25	109 4330300	1,347.25
7396412	08822	AXIOM FORENSIC	CLAIM #004-17/CLGL-1383A2	4,640.61	109 4330300	4,640.61
7396413	01863	BAVCO	BACKFLOW REPAIR KITS/MODULES	134.96	203 4636404	134.96

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7396414	08819	BCR CONSULTING LLC	SIERRA HWY HNR-MASTER PLAN	3,200.00	306 4542901S	3,200.00
7396415	08127	BECKETT PLUMBING	EDP-CLEAR STOPPAGE	95.00	101 4631402	95.00
7396416	08127	BECKETT PLUMBING	JRP-SINK REPAIRS	300.00	101 4631402	300.00
7396417	08017	BURKE, WILLIAMS & SORENSEN LLP	04/18-PROFESSIONAL SERVICES	5,980.00	101 4400303	5,980.00
7396418	A9249	CA DEPT OF CORRCTNS/REHAB	05/18-CUSTODY SUPRVSN AGREEMNT	6,409.00	203 4752308	3,973.00
					224 4752308	2,436.00
				<u>6,409.00</u>		<u>6,409.00</u>
7396419	05789	CORE & MAIN LP	AIR VAC COVER	1,246.93	485 4755405	1,246.93
7396420	D0535	FIELD, ROBERT SR	RF-PR DM-BAKERSFLD-06/27-28/18	88.50	484 4755201	88.50
7396421	02108	FRANCHISE TAX BOARD	W/H ORDER-570790330335764586	187.50	101 2177001	187.50
7396422	07369	FRONTIER COMMUNICATIONS CORP	05/28-06/27/18-CIRCUIT SVC	360.19	101 4315651	360.19
7396423	08536	GIBSON MUSIC STUDIO	CS-PERF-MUSIC-06/28/18	800.00	101 4680225	800.00
7396424	08983	HERNANDEZ, ASHLEY M	RFND-BL FEE-BUS18-00116	89.00	101 3102200	89.00
7396425	08984	KESSLER, ERIC	RFND-ADMIN CIT-18050050	100.00	101 3310400	100.00
7396426	1296	L A CO CLERK-ENVIRO FILINGS	NOD:17-01 FILING FEE	75.00	101 4782361	75.00
7396427	1215	L A CO WATERWORKS	04/04/18-06/13/18 WATER SVC	12,767.77	101 4633654	143.87
					203 4636654	7,081.18
					363 4542770	45.35
					482 4636654	5,497.37
				<u>12,767.77</u>		<u>12,767.77</u>
7396428	C8814	LAZAR, MICHAEL	ML-PR DM-BAKERSFLD-06/27-28/18	88.50	484 4755201	88.50
7396429	08985	LIM, KIMNEE & SOVICHARY SEAV	RFND-RH LIC FEE-10028811	37.00	101 3102400	37.00
7396430	08986	PEARCEY, STACI	SP-REIMB-AIR-CHICAGO-GFOA	386.40	101 4320201	386.40
7396431	08987	ROBERT L PLUNKETT LAW OFFICE	RFND-BL PNLTY FEE-BUSA18-00470	92.00	101 3102300	92.00
7396432	03154	SO CA EDISON	05/03/18-06/04/18 ELECTRIC SVC	3,365.63	203 4636652	450.21
					482 4636652	2,759.26
					484 4755652	156.16
				<u>3,365.63</u>		<u>3,365.63</u>
7396433	03154	SO CA EDISON	04/26/18-06/14/18 ELECTRIC SVC	10,677.62	101 4631652	1,147.15
					101 4633652	3,902.73

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					101 4651652	1,347.82
					203 4636652	26.83
					480 4755652	380.99
					482 4636652	634.56
					483 4785652	286.83
					483 4785660	1,481.83
					484 4755652	143.23
					485 4755652	1,325.65
				10,677.62		10,677.62
7396434	C2554	SUPERIOR COURT OF CA-CO OF L A	05/18-ALLCTN OF PRKG PENALTIES	22,581.50	101 3310200	105.00
					101 3310200	2,356.50
					101 3310200	2,364.00
					101 3310200	2,364.00
					101 3310200	2,814.00
					101 3310200	3,152.00
					101 3310200	4,713.00
					101 3310200	4,713.00
				22,581.50		22,581.50
7396435	08087	THE BAYSHORE CONSULTING GROUP	05/18-CCEA-RMEA SUPPORT	2,500.00	491 4370004P	2,500.00
7396436	08087	THE BAYSHORE CONSULTING GROUP	05/18-CCEA-SJP SUPPORT	2,500.00	491 4370001P	2,500.00
7396437	08087	THE BAYSHORE CONSULTING GROUP	CCEA-05/18-CONSULTING SVCS	2,560.17	491 4370002P	2,560.17
7396438	C2555	TIME WARNER CABLE	06/18-TV SERVICE-VICE MAYOR	23.06	101 4315651	23.06
7396439	C2555	TIME WARNER CABLE	06/09-07/08/18-BASIC TV	28.53	101 4315651	28.53
7396440	C2555	TIME WARNER CABLE	06/14-07/13/18-BROADBAND SVC	144.99	101 4820651	144.99
7396441	C2555	TIME WARNER CABLE	06/18-BUSINESS-MAYORS OFFICE	160.26	101 4315651	160.26
7396442	C2555	TIME WARNER CABLE	06/18-TV SVC-LCE/EXERCISE RM	193.67	101 4315651	193.67
7396443	D3370	VERIZON WIRELESS	05/18-WIRELESS SERVICE	1,798.27	101 4315651	1,798.27
7396444	D3370	VERIZON WIRELESS	05/18-IPAD SERVICE	2,796.64	101 4315651	2,796.64
7396445	D2788	A D R SERVICES, INC	CLAIM #062-15/CLGL-0002A2	562.50	109 4330300	562.50
7396446	02357	A V TRANSIT AUTHORITY	MAY 18-ANNUAL SENIOR PASSES	2,250.00	204 4330770	1,125.00
					207 4330301	1,125.00
				2,250.00		2,250.00
7396447	06123	ACE AIR CONDITIONING & HEATING	OMP-AC UNIT REPAIRS	425.00	101 4634402	425.00
7396448	06352	AGILITY RECOVERY SOLUTIONS	06/18-READYSUITE	665.00	101 4315302	665.00

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7396449	07757	ALLEN, MEGAN	LCE-NEM 2017 ANNUAL PAYOUTS	30.27	101 2140000	30.27
7396450	05265	ALTMAN PLANTS	POPPIES(17 FLATS)	262.47	203 4636264	262.47
7396451	C6143	AMERICAN BUSINESS MACHINES	MAINTENANCE KIT COPIER TROUBLESHOOT/REPAIRS	101.89 1,089.53 <u>1,191.42</u>	101 4310254 101 4310254	101.89 <u>1,089.53</u> 1,191.42
7396452	08981	AOUN, EMILY	RFND-RNTL DEP-OMP-06/06/18	264.00	101 2182001	264.00
7396453	08982	BROWN, WHITNEY	RFND-RNTL DEP-TBP-06/09/18	100.00	101 2182001	100.00
7396454	08902	BUILDERS UNLIMITED CONSTRUCTRS	MOAH-ROOFTOP SEALANT INSTALLTN	19,900.00	213 4644403	19,900.00
7396455	04636	CAYENTA/N HARRIS COMPUTER CORP	PS ONSITE TRAINING	1,160.68	101 4310302	1,160.68
7396456	D4053	DEPT OF PUBLIC HEALTH	OMP-HEALTH CERT-#AR0099865 EPL-HEALTH CERT-#AR0141348 WPL-HEALTH CERT #A0141548	277.00 584.00 238.00 <u>1,099.00</u>	101 4634311 101 4631311 101 4631311	277.00 584.00 <u>238.00</u> 1,099.00
7396457	D3117	DESERT HIGH SCHOOL	PF-CSF PARKING SVC-04/21-22/18	500.00	101 4682222	500.00
7396458	00414	DESERT LOCK COMPANY	PBP-KEYS(4) OMP-PANIC BAR REPAIRS OMP-PUSH BAR ADJUSTMENT	15.33 72.50 60.00 <u>147.83</u>	101 4631403 101 4634402 101 4634402	15.33 72.50 <u>60.00</u> 147.83
7396459	08978	DIAMOND CONCESSIONS LANCASTER	CCEA-EVENT CATERING-06/06/18	820.10	491 4370202	820.10
7396460	06740	DILTEX INC	COMPUTER MONITORS(12)	4,651.17	101 4315291	4,651.17
7396461	06150	DIRECTV	MOAH-06/18-BUSINESS INFO	98.99	101 4315651	98.99
7396462	01048	ECONOLITE CONTROL PROD INC	SIGNAL CABINET REPLACEMENT	23,525.00	483 4785460	23,525.00
7396463	C8113	F J HEATING & AIR CONDITIONING	43057 39TH ST-COOLER MAINTNCE 1102 W H5-COOLER MAINTENANCE	225.00 225.00 <u>450.00</u>	306 4542682 306 4542682	225.00 <u>225.00</u> 450.00
7396464	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	41.26	490 4370212	41.26
7396465	08838	FEHR & PEERS	LANC SAFR STRTS ACTN PLAN SVCS	8,572.50 <u>8,572.50</u>	101 4785301 349 4785301	857.25 <u>7,715.25</u> 8,572.50
7396466	07665	FRONTIER ENERGY INC	LCE-01/18-PROFESSIONAL SVCS	780.00 <u>780.00</u>	490 4370301 490 4370319	762.12 <u>17.88</u> 780.00

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7396467	08536	GIBSON MUSIC STUDIO	ZELDAS-MUSIC-PERF-06/14/18	200.00	402 4652251	200.00
7396468	08843	GOLDEN BELL PRODUCTS, INC	MANHOLE SEWER ROACH CNTRL(416)	9,984.00	480 4755301	9,984.00
7396469	08245	GOLDEN STATE LABOR COMPLIANCE	CP16001-ITS TRFFC SGNL MDRNZTN	2,721.00	217 11TS001924	2,721.00
7396470	03430	GRAINGER	PVC PIPE	16.22	203 4636404	16.22
7396471	C4032	HOUSING RIGHTS CENTER	03/18-FAIR HOUSING PROGRAM	2,191.78	361 4541301	2,191.78
7396472	D4004	J P POOLS	EPL-CONSULTING/SERVICE	1,200.00	101 4631301	1,200.00
			WPL-CONSULTING/SERVICE	1,000.00	101 4631301	1,000.00
			TBP-SPLASH PAD MAINTENANCE	560.00	101 4631301	560.00
			WPL-POOL EQUIPMNT REPLACEMENTS	835.00	101 4631670	835.00
			TBP-SPLASH PAD START UP	170.00	101 4631670	170.00
				<u>3,765.00</u>		<u>3,765.00</u>
7396473	08749	JUST GO GREEN INCORPORATED	LMS-FIELD FENCE RMVL/INSTALL	5,825.00	227 12BS014924	5,825.00
7396474	07837	KELLY, BARBARA	LCE-NEM PAYOUT	148.57	101 2140000	148.57
7396475	D1903	KERN MACHINERY INC-LANCASTER	OMP-BACKPACK BLOWER	572.09	101 4634230	572.09
7396476	A8656	KIMLEY-HORN & ASSOCIATES INC	CP13018-P/PM SVC-04/30/18-AV K	3,790.00	210 15BR004924	3,790.00
			CP13019-P/PM SVC-04/30/18-AV M	3,807.50	210 15BR005924	3,807.50
			CP13020-P/PM SVC-04/30/18-AV G	2,860.00	210 15BR006924	2,860.00
			CP14010-AVE J PA/ED-04/30/18	3,262.50	210 15BR007924	3,262.50
			CP15001-PROFESSIONAL SVCS	2,650.00	210 15BR008924	2,650.00
			CP14010-AVE J PA/ED-04/30/18	32,509.00	210 15BR007924	32,509.00
				<u>48,879.00</u>		<u>48,879.00</u>
7396477	06059	KRAZAN & ASSOCIATES, INC	CP17011-20TH ST W IMPROVEMENTS	1,827.50	209 12ST032924	1,827.50
7396478	C7873	LANCASTER AUTO MALL ASSOC	06/18-AUTO MALL SIGN EXPENSES	930.67	101 4540340	930.67
7396479	1203	LANCASTER PLUMBING SUPPLY	MP-BUBBLERS/CONNECTORS	263.29	101 4631403	263.29
7396480	D3426	LAW OFFICES CHRISTOPHER RAMSEY	CLAIM #004-17/CLGL-1383A2	13,447.10	109 4330300	13,447.10
7396481	08387	LOOMIS	05/18-ARMORED CAR SERVICE	1,698.58	101 3501110	1,698.58
7396482	08208	LOTUS RIVER INC	RFND-CANNABIS LICENSE/CUP FEES	13,339.00	101 3420100	1,244.00
					101 3420160	12,095.00
				<u>13,339.00</u>		<u>13,339.00</u>
7396483	06873	MAHER ACCOUNTANCY	CCEA-05/18-ACCOUNTING SVCS	2,500.00	491 4370003P	2,500.00
			CCEA-05/18-ACCOUNTING SVCS	2,500.00	491 4370002P	2,500.00
			CCEA-05/18-ACCOUNTING SVCS	2,500.00	491 4370001P	2,500.00
			CCEA-05/18-ACCOUNTING SVCS	2,500.00	491 4370004P	2,500.00

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				10,000.00		10,000.00
7396484	07458	MAXX ENTERTAINMENT	PAC-MONITOR SYSTEM-1/2	15,251.38	402 4650753	15,251.38
7396485	08844	MC CONSULTANTS, INC	CLAIM #062-15/CLGL-0002A2	3,543.80	109 4330300	3,543.80
			CLAIM #062-15A/CLGL-0003A2	6,585.30	109 4330300	6,585.30
				<u>10,129.10</u>		<u>10,129.10</u>
7396486	06966	MICHAEL BAKER INT'L INC	CP17003-REVIVE 25 PVMNT MNGMNT	7,591.12	206 12ST036924	4,554.67
			CP18001-REVIVE 25 PVMNT MNGMNT	39,639.61	209 12ST036924	3,036.45
					206 12ST036924	23,783.78
					209 12ST036924	15,855.83
				<u>47,230.73</u>		<u>47,230.73</u>
7396487	08980	MONTGOMERY, WYNELL JAMES	ZELDAS-MUSIC-PERF-06/16/18	200.00	402 4652251	200.00
7396488	C8944	MSC INDUSTRIAL SUPPLY CO	WIRE/SCREWS	90.90	101 4753214	90.90
7396489	08821	MUROW CM	KENSINGTON CAMPUS DESIGN SVCS	2,500.00	306 4542901K	2,500.00
7396490	02285	N J P SPORTS INC	OMP-WINDSCREEN REPLACEMENT	1,292.46	101 4634404	1,292.46
7396491	08562	NAPA AUTO PARTS	FUEL FLTR-EQ3781	109.45	203 4752207	109.45
			OIL/FUEL/AIR FLTRS-EQ3989	87.32	480 4755207	87.32
			OIL FTLR/ WPR BLDS-EQ5601	19.04	101 4662207	19.04
			OIL/AIR FLTRS-EQ5600	17.68	101 4662207	17.68
			OIL FLTR/WPR RFLLS-EQ6819	16.75	480 4755207	16.75
			OIL FLTR/WPR BLDS-EQ3781	16.51	203 4752207	16.51
			OIL/AIR FLTRS-EQ3761	14.62	251 4783207	14.62
			OIL/AIR FLTRS-EQ3303	14.62	203 4752207	14.62
			OIL/AIR FLTRS-EQ3306	15.80	484 4752207	15.80
			OIL/AIR FLTRS-EQ3307	13.29	484 4752207	13.29
			OIL/AIR FLTRS-EQ3839	14.64	203 4752207	14.64
			OIL/AIR FLTRS-EQ3838	14.64	203 4752207	14.64
			OIL/AIR FLTRS-EQ6809	16.30	101 4545207	16.30
			OIL/AIR FLTRS-EQ6812	16.36	306 4542207	16.36
				<u>387.02</u>		<u>387.02</u>
7396492	D0217	NATIONAL PAYMENT CORPORATION	04/18-DOCULIVERY ITEM CHARGE	175.27	101 4310301	175.27
			05/18-DOCULIVERY ITEM CHARGE	259.97	101 4310301	259.97
				<u>435.24</u>		<u>435.24</u>
7396493	1443	OMEGA MAINTENANCE, INC	OMP-CHAINSAW BLADES/BAR	229.95	101 4634230	229.95
7396494	06636	P & J ELECTRIC INC	NSC-WATER WELL TROUBLSHT/RPR	704.83	101 4635402	704.83
7396495	A2220	PESTMASTER SERVICES, INC	WEED REMOVAL SERVICES	1,719.51	203 4752266	1,719.51
			WEED REMOVAL SERVICES	769.81	203 4752266	769.81
			WEED REMOVAL SERVICES	1,081.12	203 4752266	1,081.12
			WEED REMOVAL SERVICES	3,054.56	203 4752266	3,054.56

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			WEED REMOVAL SERVICES	6,275.74	203 4752266	6,275.74
				12,900.74		12,900.74
7396496	A9382	R H A LANDSCAPE ARCHITECTS	LANC PARKS IMPROVEMENT PLAN	75.00	104 4631402	75.00
7396497	C4435	ROACH'S TERMITE PEST CONTROL	NSC-05/18-PEST CONTROL SVCS	185.00	101 4635301	185.00
7396498	05943	ROBERTSON'S	CONCRETE	368.38	203 4752410	368.38
			CONCRETE	122.79	203 4752410	122.79
				491.17		491.17
7396499	03378	ROTTMAN DRILLING CO	NSC-05/18-PUMP MAINTENANCE	450.00	101 4635301	450.00
7396500	D3947	S G A CLEANING SERVICES	PAC-CLEANING SERVICES	595.00	402 4650402	595.00
			LMS-WALL/DOOR REPAIRS	245.00	101 4632402	245.00
			LMS-CEILING TILES(4 BOXES)	286.50	101 4632403	286.50
			LMS-CEILING TILES(2 BOXES)	159.50	101 4632403	159.50
			LMS-INSLT TICKET OFFC BLNDS(5)	426.51	101 4632402	426.51
			PAC-PRSSR WASH/WINDOW CLEANING	665.00	402 4650402	665.00
				2,377.51		2,377.51
7396501	03962	SAFETY KLEEN	OIL	1,749.66	101 4755355	1,749.66
			HAZ WASTE PARTS WASHER	141.41	101 4753657	141.41
				1,891.07		1,891.07
7396502	A8260	SAGE STAFFING	CAP ENG STAFF-04/30-05/04/18	3,169.76	101 4761308	930.00
					206 15ST046924	988.13
					206 15ST046924	1,251.63
			MS-CAP ENG STAFF-05/14-18/18	1,116.00	210 12ST036924	1,116.00
			CM/MM-CAP ENG STFF-05/14-18/18	2,092.50	101 4761308	930.00
					206 15ST046924	1,162.50
			AH-DEV SVC STAFF-05/21-25/18	1,005.55	101 4782308	1,005.55
			AT-LCE STAFF-05/21-25/18	1,002.00	490 4370308	1,002.00
			TP/MS-CAP ENG STFF-05/21-25/18	1,763.60	101 4761308	957.60
					232 15ST048924	806.00
			CM/MM-CAP ENG STFF-05/21-25/18	2,263.00	101 4761308	1,023.00
					210 12ST037924	1,240.00
			SM-PARKS STAFF-05/28-06/01/18	558.00	101 4620308	558.00
			AH-DEV SVC STFF-05/28-06/01/18	761.60	101 4782308	761.60
			GK/AM-PBLC SFTY-05/28-06/01/18	610.56	101 4820308	610.56
			SB-FINANCE STFF-05/28-06/01/18	848.64	101 4310308	848.64
			AT-LCE STAFF-05/28-06/01/18	801.60	490 4370308	801.60
				15,992.81		15,992.81
7396503	08937	SANCHEZ, SANDRA	RFND-RNTL DEP-CDR CTR-05/12/18	100.00	101 2182001	100.00
7396504	06606	SARGENT TOWN PLANNING INC	11/17-05/18-PROFESSIONAL SVCS	25,138.40	206 15ST058924	25,138.40
7396505	1919	SAV-ON FENCE COMPANY	OMP-PLIERS/HOG RINGS	71.34	101 4634404	71.34

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7396506	05934	SHI INTERNATIONAL CORP	BATTERY CARTRIDGE	321.15	101 4315302	321.15
7396507	01816	SMITH PIPE & SUPPLY INC	MP-SOLENOID ASSYS/RISRS/CPLNGS	216.00	101 4631404	216.00
			AHP-POPUPS/NOZZLES	125.13	101 4631404	125.13
			JRP-CONTROLLERS/UNION/BUSHING	214.61	101 4631404	214.61
			WCP-HAND PUMPS(2)	111.58	101 4631208	111.58
			EDP-UNIONS/CONCRETE/PRIMR/TAPE	101.38	101 4631404	101.38
			OMP-ROTORS/VALVE/IRRIGTN SPPLS	403.77	101 4634404	403.77
			EDP-PVC UNIONS(6)	136.15	101 4631404	136.15
			AHP-NOZZLES/OIL	32.46	101 4631404	32.46
			OMP-POPUPS(6)	152.75	101 4634404	152.75
			OMP-RTRS/POPUPS/CNTRLLR/SOLEND	473.25	101 4634404	473.25
				<u>1,967.08</u>		<u>1,967.08</u>
7396508	06429	STANTEC CONSULTING SRVCS INC	CP17014-AVE I IMPRVMNTS-24	2,729.14	210 15ST053924	2,729.14
7396509	C0345	STATE CONTROLLER	ANNUAL STREET REPORT FY16/17	2,643.62	101 4310304	2,643.62
7396510	04573	STONEHOUSE PAINTING(XXFTB LIEN	CH-PAINT BOLLARDS/PANELS	750.00	101 4633402	750.00
			FTB ORDER TO WITHHOLD	(187.50)	101 2177001	(187.50)
			W/H ORDER FEE	(2.50)	101 3601100	(2.50)
				<u>560.00</u>		<u>560.00</u>
7396511	D3733	STOTZ EQUIPMENT	OMP-MOWER REPAIR PARTS	683.52	101 4634207	683.52
7396512	D2316	STUART, CAROL	01/18-04/18-CONSULTING SVCS	14,605.06	306 4542301	14,605.06
7396513	05590	STUDIO EQUIPMENT RENTALS INC	CA-CBL PRTCTR/GNRTR RNTLS	470.00	101 4684222C	470.00
7396514	06991	SYSCO VENTURA, INC	ZELDAS-SOAP/DETERGNT/SANITIZER	129.54	402 4652251	129.54
			ZELDAS-FRUIT/CLEANERS	154.08	402 4652251	154.08
			ZELDAS-DETERGENT	176.25	402 4652251	176.25
				<u>459.87</u>		<u>459.87</u>
7396515	08177	TEKWERKS	06/18-INTERNET SERVICE	1,575.00	101 4305753	1,575.00
7396516	04399	THE HOME DEPOT CREDIT SERVICES	TOOLS/MAINTENANCE SUPPLIES	3,830.91	480 4755208	3,830.91
7396517	07372	THE MODERN TEA ROOM, LLC	CCEA-CATERING SVCS-06/08/18	706.28	491 4370202	706.28
7396518	C5522	THOMSON REUTERS-WEST PMT CENT	05/18-INFORMATION CHARGES	517.46	101 4400301	517.46
			05/18-INFORMATION CHARGES	794.69	101 4545301	794.69
			LIBRARY PLAN-05/05/18-06/04/18	24.55	101 4400301	24.55
				<u>1,336.70</u>		<u>1,336.70</u>
7396519	D3711	TIERRA PLAN LLC	WEB GIS/DATA SHARING	5,140.00	101 4315301	5,140.00
7396520	04239	TIM WELLS MOBILE TIRE SERVICE	TIRE REPAIR-EQ5762	6.00	101 4634207	6.00

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7396521	D3099	TPX COMMUNICATIONS	06/18-EQUIP & REGIS VIOLATIONS	10,229.03	101 4315651	9,979.03
					490 4370651	250.00
				<u>10,229.03</u>		<u>10,229.03</u>
7396522	02977	TURBO DATA SYSTEMS INC	05/18-COLLECTION SERVICES	34.61	101 4810301	34.61
			05/18-ADMIN CITATN PROCESSING	<u>3,358.50</u>	101 4310301	<u>3,358.50</u>
				3,393.11		3,393.11
7396523	D3265	ULINE	CDR ST-TABLES/WAGON	4,566.95	101 2175000	(15.18)
					101 4640251	4,582.13
				<u>4,566.95</u>		<u>4,566.95</u>
7396524	08783	UNIFIRST CORPORATION	UNIFORM CLEANINGS	104.47	480 4755209	104.47
7396525	31009	UNIVERSAL ELECTRONIC ALARMS	MTNC YD-05/18-FIRE ALARM	27.00	203 4752301	27.00
			TBP-05/18-SECURITY ALARM	27.00	101 4631301	27.00
			STP-05/18-SECURITY ALARM	27.00	101 4631301	27.00
			OMP-05/18-SECURITY ALARM	27.00	101 4634301	27.00
			MTNC YD-05/18-SECURITY ALARM	27.00	203 4752301	27.00
			MTNC YD-06/18-FIRE ALARM	27.00	203 4752301	27.00
			TBP-06/18-SECURITY ALARM	27.00	101 4631301	27.00
			STP-06/18-SECURITY ALARM	27.00	101 4631301	27.00
			OMP-06/18-SECURITY ALARM	27.00	101 4634301	27.00
			MTNC YD-06/18-SECURITY ALARM	27.00	203 4752301	27.00
				<u>270.00</u>		<u>270.00</u>
7396526	08927	URBAN, CODY	LTV-VIDEO PRODUCTION SERVICES	583.33	101 4305296	583.33
7396527	05834	VENCO WESTERN, INC	05/18-IRRIGATION REPAIRS	418.21	482 4636404	418.21
			05/18-IRRIGATION REPAIRS	<u>1,690.88</u>	203 4636404	<u>1,690.88</u>
				2,109.09		2,109.09
7396528	C2434	VINSA INSURANCE ASSOCIATES	AIRCRAFT POLICY FY18/19	8,814.75	101 1200000	8,814.75
			HELIPAD POLICY FY18/19	<u>3,129.00</u>	101 1200000	<u>3,129.00</u>
				11,943.75		11,943.75
7396529	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	137.31	203 4752410	137.31
7396530	06735	W R E G I S	LCE-CERTIFICATES/FEE	24.43	490 4370653	24.43
7396531	D2816	WASTE MANAGEMENT OF A V	MLK-DUMPSTERS	12.55	101 4685222	12.55
			MLK-DUMPSTERS	11.22	101 4685222	11.22
			05/18-15TH ST W/AVE G-TRSH SVC	<u>250.48</u>	101 4755355	<u>250.48</u>
				274.25		274.25
7396532	31026	WAXIE SANITARY SUPPLY	OMP-T PPR/CN LNR/GLVS/CLNRS	1,278.76	101 4634406	1,278.76
			TRASH CAN LINERS(2 CASES)	60.40	203 4752406	60.40
			OMP-GRAFFITI WIPES	97.70	101 4634406	97.70
			TRASH CAN LINERS(2 CASES)	72.16	203 4752406	72.16

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				1,509.02		1,509.02
7396533	2400	XEROX CORPORATION	05/18-COPIER LEASE-GYA 112199	2,029.85	101 4310254	2,029.85
7396534	1214	L A CO SHERIFF'S DEPT	05/18 LAW ENFORCEMENT SVCS	2,103,511.65	101 4820354	1,917,489.93
					101 4820357	186,021.72
				<u>2,103,511.65</u>		<u>2,103,511.65</u>
7396535	A6770	PURSLEY, DENNIS	PM72266-LABOR/MATERLS SECURITY	178,000.00	101 2503000	178,000.00
7396536	03154	SO CA EDISON	04/01/18-06/01/18 ELECTRIC SVC	132,356.25	483 4725652	15.13
					483 4755660	132,341.12
				<u>132,356.25</u>		<u>132,356.25</u>
7396537	07101	CALPINE ENERGY SOLUTIONS LLC	05/18-LCE-BACK OFFICE SERVICES	132,086.25	491 4370001D	19,438.75
					491 4370002D	22,163.75
					491 4370003D	70,171.25
					491 4370004D	20,312.50
				<u>132,086.25</u>		<u>132,086.25</u>
7396538	05147	CROSSTOWN ELECTRICAL & DATA	CP16001-ITS EXPNSN/SGNL MDNZTN	245,257.75	217 11TS001924	15,637.10
					217 16TS028924	83,536.13
					321 11TS001924	62,548.38
					321 16TS028924	83,536.14
				<u>245,257.75</u>		<u>245,257.75</u>
7396539	06681	PACIFIC ENERGY ADVISORS, INC	05/18-CCEA CONSULTING SERVICES	18,625.75	491 4370003P	18,625.75
			05/18-CCEA CONSULTING SERVICES	18,552.96	491 4370201	552.96
					491 4370002P	18,000.00
			05/18-CCEA CONSULTING SERVICES	18,637.83	491 4370004P	18,637.83
			05/18-CCEA CONSULTING SERVICES	18,000.00	491 4370001D	18,000.00
				<u>73,816.54</u>		<u>73,816.54</u>
7396540	06313	R C BECKER & SON, INC	CP17020-AVE I CORRDR IMPRVMENTS	256,765.83	206 15ST042924	88,141.95
					209 15ST042924	84,311.94
					321 15ST042924	84,311.94
				<u>256,765.83</u>		<u>256,765.83</u>
7396541	08337	SILVER LINING SOLUTIONS LLC	ACCELA ENHANCEMENT IMPLMENTATN	15,000.00	109 4315302	15,000.00
			ACCELA ENHANCEMENT IMPLMENTATN	15,000.00	109 4315302	15,000.00
			ACCELA ENHANCEMENT IMPLMENTATN	15,000.00	109 4315302	15,000.00
			ACCELA ENHANCEMENT IMPLMENTATN	15,000.00	109 4315302	15,000.00
				<u>60,000.00</u>		<u>60,000.00</u>

Chk Count 283

Check Report Total 4,977,996.50

STAFF REPORT
City of Lancaster

CC 3
07/10/18
MVB

Date: July 10, 2018

To: Mayor Parris and City Council Members

From: Britt Avrit, MMC, City Clerk

Subject: **Consideration of adoption of Ordinance No. 1043**

Recommendation:

Adopt **Ordinance No. 1043**, amending the zoning designation on 1.98 acres of land located on 1966 West Avenue L (APN No. 3109-019-003), known as Zone Change No. 17-01, from Rural Residential, minimum lot size 2.5 acres (RR-2.5), to Commercial Planned Development (CPD).

Fiscal Impact:

None.

Background:

Rezoning the subject site from RR-2.5 to CPD will allow the subject property to be developed with a commercial development. The ZC would be consistent with the goals, objectives and policies of the Lancaster General Plan 2030, because it is well suited and compatible with the surrounding neighborhood, as it is located south of an existing commercial shopping center and on the southeast corner of a major intersection. In addition, there is a need within the area to allow for smaller-scale, low-intensity commercial development to serve the rural area.

At the June 26, 2018 City Council meeting, the City Council approved the introduction of Ordinance No. 1043 by the following vote:

AYES: Council Members Malhi, Mann, Vice Mayor Crist,
NOES: Council Member Underwood-Jacobs, Mayor Parris
ABSTAIN: None
ABSENT: None

Attachment:

Ordinance No. 1043

ORDINANCE NO. 1043

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING THE ZONING DESIGNATION ON 1.98 ACRES OF LAND LOCATED AT 1966 WEST AVENUE L (ASSESSOR'S PARCEL NUMBER 3109-019-003), KNOWN AS ZONE CHANGE NO. 17-01, FROM RURAL RESIDENTIAL, MINIMUM LOT SIZE 2.5 ACRES (RR-2.5), TO COMMERCIAL PLANNED DEVELOPMENT (CPD)

WHEREAS, pursuant to Section 17.24.060 of the Lancaster Municipal Code (LMC), an application has been filed by 20 West LLC ("Applicant"), to change the zoning designation on 1.98 acres of land that is located at 1966 West Avenue L (Assessor's Parcel Number 3109-019-003) from Rural Residential, minimum lot size of 2.5 acres (RR-2.5) to Commercial Planned Development (CPD); and

WHEREAS, a notice of intention to consider a zone change of the subject property was given, as required by Section 17.24.110 of the Lancaster Municipal Code, and Sections 65854 and 65905 of the Government Code; and

WHEREAS, on December 18, 2017, the City's Planning Commission held a public hearing on the General Plan Amendment (GPA) No. 17-01 and Zone Change (ZC) No. 17-01, notice of which was published and provided as required by law, and adopted Resolution No. 17-34 (the "Planning Commission Recommendation") recommending the City Council approve GPA No. 17-01 and ZC No. 17-01; and

WHEREAS, a duly noticed public hearing was held by the Lancaster Planning Commission on May 14, 2018, at which the Planning Commission adopted and certified that it has reviewed and considered the information in the Mitigated Negative Declaration prepared for the proposed project in compliance with the California Environmental Quality Act ("CEQA") (including its implementing regulations). The Planning Commission found that the Initial Study determined that the proposed project could have a significant effect on the environment; however, there will not be a significant effect in this case with the implementation of the mitigation measures as detailed in the Mitigated Negative Declaration. The Planning Commission found, pursuant to Section 21082.1 of the Public Resources Code, that the Mitigated Negative Declaration prepared for the proposed project reflects the independent judgement of the City of Lancaster; and

WHEREAS, staff has performed the necessary investigations, prepared a written report, and recommended that the zone change request be approved; and

WHEREAS, the City Council desires to approve the Applicant's request as set forth herein.

THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, DOES HEREBY ORDAIN, AS FOLLOWS:

Section 1. The foregoing Recitals are true, correct and a substantive part of this Ordinance.

Section 2. The City Council hereby makes the following Zone Change Findings, pursuant to Section 17.24.120 of the LMC:

- a. That modified conditions warrant a revision in the zoning plan as it pertains to the area or district under consideration; and
- b. That a need for the proposed zone classification exists within such area or district; and
- c. That the particular property under consideration is a proper location for said zone classification within such area or district; and
- d. That placement of the proposed zone at such location will be in the interest of public health, safety and general welfare, and in conformity with good zoning practice.

Section 3. The subject property is reclassified from RR-2.5 to CPD.

Section 4. Any ordinance previously adopted by the City Council shall be and is hereby repealed if and to the extent inconsistent with this Ordinance, provided, however, that each such ordinance shall otherwise remain in full force and effect.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 6. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in that regard, and this Ordinance shall take effect 30 days after adoption.

I, Britt Avrit, MMC, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the 26th day of June, 2018, and placed upon its second reading and adoption at a regular meeting of the City Council on the 10th day of July, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss
CITY OF LANCASTER }

CERTIFICATION OF ORDINANCE
CITY COUNCIL

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Ordinance No. 1043, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this _____ day of _____, _____.

(seal)

STAFF REPORT
City of Lancaster

CC 4
07/10/18
MVB

Date: July 10, 2018

To: Mayor Parris and City Council Members

From: Britt Avrit, MMC, City Clerk

Subject: **Consideration of adoption of Ordinance No. 1044**

Recommendation:

Adopt **Ordinance No. 1044**, amending the zoning designation on 2.11 acres of land located on the southeast corner of Avenue L and 22nd Street West (APN: 3109-017-071), known as Zone Change No. 17-02, from Rural Residential, minimum lot size 1 acre (RR-1) to Commercial (C).

Fiscal Impact:

None.

Background:

Rezoning the subject site from RR-1 to C to allow the subject property to be developed with a commercial development. The ZC would be consistent with the goals, objectives and policies of the Lancaster General Plan 2030, because it is not incongruous with existing land-use patterns, or the character of the surrounding area. Water tanks for the local water purveyor, church and shopping center are located less than one mile away from the subject site. There is also a need within the area to allow for smaller-scale, low-intensity commercial development to serve the rural area.

At the June 26, 2018 City Council meeting, the City Council approved the introduction of Ordinance No. 1044 by the following vote:

AYES: Council Members Malhi, Mann, Underwood-Jacobs, Vice Mayor Crist, Mayor Parris
NOES: None
ABSTAIN: None
ABSENT: None

Attachment:

Ordinance No. 1044

ORDINANCE NO. 1044

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING THE ZONING DESIGNATION ON 2.11 ACRES OF LAND LOCATED AT ON THE SOUTHEAST CORNER OF AVENUE L AND 22ND STREET WEST (ASSESSOR'S PARCEL NUMBER 3109-017-071), KNOWN AS ZONE CHANGE NO. 17-02, FROM RURAL RESIDENTIAL, MINIMUM LOT SIZE 1 ACRE (RR-1) TO COMMERCIAL (C)

WHEREAS, pursuant to Section 17.24.060 of the Lancaster Municipal Code, an application has been filed by Calandri Properties ("Applicant") to change the zoning designation on 2.11 acres of land that is located on the southeast of Avenue L and 22nd Street West (Assessor's Parcel Number 3109-017-071) from Rural Residential, minimum lot size of 1 acre (RR-1) to Commercial (C); and

WHEREAS, a notice of intention to consider a zone change of the subject property was given, as required by Section 17.24.110 of the Lancaster Municipal Code, and Sections 65854 and 65905 of the Government Code; and

WHEREAS, on December 18, 2017, the City's Planning Commission held a public hearing on the General Plan Amendment No. 17-02 and Zone Change No. 17-02, notice of which was published and provided as required by law, and adopted Resolution No. 17-36 (the "Planning Commission Recommendation") recommending the City Council approve General Plan Amendment No. 17-02 and Zone Change No. 17-02; and

WHEREAS, the Planning Commission adopted and certified that it has reviewed and considered the information in the Mitigated Negative Declaration prepared for the proposed project in compliance with the California Environmental Quality Act ("CEQA") (including its implementing regulations). The Planning Commission found that the Initial Study determined that the proposed project could have a significant effect on the environment; however, there will not be a significant effect in this case with the implementation of the mitigation measures as detailed in the Mitigated Negative Declaration. The Planning Commission found, pursuant to Section 21082.1 of the Public Resources Code, that the Mitigated Negative Declaration prepared for the proposed project reflects the independent judgement of the City of Lancaster.

WHEREAS, staff has performed the necessary investigations, prepared a written report, and recommended that the zone change request be approved; and

WHEREAS, the City Council desires to approve the Applicant's request as set forth herein.

THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, DOES HEREBY ORDAIN, AS FOLLOWS:

Section 1. The foregoing Recitals are true, correct and a substantive part of this Ordinance.

Section 2. The City Council hereby makes the following Zone Change findings pursuant to Section 17.24.120 of the LMC:

- a. That modified conditions warrant a revision in the zoning plan as it pertains to the area or district under consideration; and
- b. That a need for the proposed zone classification exists within such area or district; and
- c. That the particular property under consideration is a proper location for said zone classification within such area or district; and
- d. That placement of the proposed zone at such location will be in the interest of public health, safety and general welfare and in conformity with good zoning practice.

Section 3. The subject property is reclassified from RR-1 to C.

Section 4. Any ordinance previously adopted by the City Council shall be and is hereby repealed if and to the extent inconsistent with this Ordinance, provided, however, that each such ordinance shall otherwise remain in full force and effect.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 6. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in that regard, and this Ordinance shall take effect 30 days after adoption.

I, Britt Avrit, MMC, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the 26th day of June, 2018, and placed upon its second reading and adoption at a regular meeting of the City Council on the 10th day of July, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss
CITY OF LANCASTER }

CERTIFICATION OF ORDINANCE
CITY COUNCIL

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Ordinance No. 1044, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this _____ day of _____, _____.

(seal)

STAFF REPORT
City of Lancaster

CC 5
07/10/18
MVB

Date: July 10, 2018
To: Mayor Parris and City Council Members
From: Britt Avrit, MMC, City Clerk
Subject: **Consideration of adoption of Ordinance No. 1045**

Recommendation:

Adopt **Ordinance No. 1045**, amending and restating Section 17.40.210 of the Lancaster Municipal Code, modifying Off-Premises Advertising Signs.

Fiscal Impact:

None.

Background:

The specific modifications to Section 17.40.210 of the Lancaster Municipal Code (LMC) modifying “Off-Premises Advertising Signs” (aka billboards) would include the following:

- Revise the definition of “Public Park” and adding a “Private Park” definition;
- Eliminate outdated location restrictions for relocation of billboards;
- Implement a “Director’s Review Procedure” permit process for the review of billboard relocations; and
- Update outdated terminology.

The proposed amendments will incorporate new design standards that would allow for additional design enhancements of proposed signs. Furthermore, all billboard relocation submittals will require action by the Architectural Design Commission (ADC), to ensure that all signs are in-line with the city’s design guidelines and overall vision to improve the quality of design in the city.

At the June 26, 2018 City Council meeting, the City Council approved the introduction of Ordinance No. 1045 by the following vote:

AYES: Council Members Malhi, Mann, Underwood-Jacobs, Vice Mayor Crist, Mayor Parris
NOES: None
ABSTAIN: None
ABSENT: None

Attachment:

Ordinance No. 1045

ORDINANCE NO. 1045

AN ORDINANCE OF CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING AND RESTATING SECTION 17.40.210 OF THE LANCASTER MUNICIPAL CODE, MODIFYING OFF-PREMISES ADVERTISING SIGNS

WHEREAS, Section 17.40.210 (“Section 17.40.210”) of the Zoning Ordinance of the City of Lancaster (Lancaster Municipal Code (“LMC”), Title 17) establishes regulations governing the installation and operation of off-premises outdoor advertising signs within the City of Lancaster (“City”); and

WHEREAS, the City has determined that it is necessary to amend and restate Section 17.40.210 in its entirety to read as set forth in Exhibit “A” hereto (the “Amendment”); and

WHEREAS, on May 14, 2018, the City’s Planning Commission held a public hearing on the Amendment, notice of which was published and provided as required by law, and adopted Resolution No. 18-11 (the “Planning Commission Recommendation”) recommending the City Council approve the Amendment; and

WHEREAS, on June 26, 2018, the City Council held a public hearing on the Amendment pursuant to Section 65856 of the Government Code, notice of which was published and provided as required by law; and

WHEREAS, the City Council now desires to adopt the Amendment, and to amend and restate Section 17.40.210 in its entirety to read as set forth therein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LANCASTER DOES ORDAIN AS FOLLOWS:

Section 1. The foregoing Recitals are true, correct and a substantive part of this Ordinance.

Section 2. The City Council has received, reviewed and hereby adopts the Planning Commission Recommendation. Consistent therewith, the City Council makes the following findings:

- (a) The Amendment is consistent with the City’s General Plan, including:
 - 1. Policy 17.1.6: Revise the zoning ordinance to conform with the General Plan text and map to address changing conditions with new concepts that will allow flexibility in application, as well as a pleasing and attractive built environment.
 - 2. Objective 19.1: Promote the long-term image and livability of Lancaster as a unique community with a strong sense of place through development and application of comprehensive community design guidelines.

3. Specific Action: 19.2.1 (a): Through the development review process, apply Community Design guidelines in a manner that would allow for the creation of visual identity and character in new growth areas, and the preservation of such in existing neighborhoods.
 4. Objective 19.3: Improve the City's visual identity by utilizing design standards that instill a sense of pride and well-being in the community.
 5. Policy 19.3.1: Promote high quality development by facilitating innovation in architecture/building design, site planning, streetscapes, and signage.
- (b) The Amendment will not result in an increase in either the number or total square-footage of off-premises advertising signage within the City.
 - (c) The Amendment will provide greater detail on the design and submission requirements for off-premises outdoor advertising signage.
 - (d) The Amendment will correct inconsistencies, provide director's review procedures and policy clarifications.
 - (e) The Amendment will not have a significant effect on the environment, because the proposed actions are within the scope of the Program Environmental Impact Report (SCH #2007111003) prepared for the Lancaster General Plan, and no further environmental review is required.
 - (f) The Planning Commission held a public hearing on the Amendment pursuant to Section 65854 of the Government Code, notice of which was published and provided as required by law, and thereafter adopted the Planning Commission Recommendation.
 - (g) The City Council held a public hearing on the Amendment pursuant to Section 65856 of the Government Code, notice of which was published and provided as required by law.

Section 3. Section 17.40.210 of the Lancaster Municipal Code is hereby amended and restated in its entirety to read as set forth in Exhibit "A" attached hereto.

Section 4. Any ordinance previously adopted by the City Council shall be and is hereby repealed if and to the extent inconsistent with this Ordinance, provided, however, that each such ordinance shall otherwise remain in full force and effect.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 6. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect 30 days after adoption.

I, Britt Avrit, MMC, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the 26th day of June, 2018, and placed upon its second reading and adoption at a regular meeting of the City Council on the 10th day of July, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss
CITY OF LANCASTER }

CERTIFICATION OF ORDINANCE
CITY COUNCIL

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Ordinance No. 1045, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this _____ day of _____, _____.

(seal)

EXHIBIT "A"

AMENDED AND RESTATED SECTION 17.40.210

17.40.210 - Off-premises outdoor advertising signs.

A. Purposes. The purposes of this section are as follows:

1. To preserve and improve the appearance of the City as a place to live, work, trade, do business and visit; protect the City from the blighting influence of excessive off-premises outdoor advertising signage; and thereby preserve and enhance the economic base of the City, and safeguard property values within the City;
2. To restrict off-premises outdoor advertising signs so as to avoid increasing the hazards to motorists and pedestrians caused by excessive distracting signage;
3. To precisely identify areas and/or zones where the installation of additional off-premises outdoor advertising signs should be prohibited due to the importance of such areas to the environmental and economic development goals and objectives of the City;
4. To provide for the relocation of existing legal off-premises outdoor advertising signs so as to minimize the adverse effects of such signs on the City's goals and objectives, in accordance with Section 5412 of the Business and Professions Code of the State of California;
5. To remove off-premises outdoor advertising signs from the residential areas of the City, in accordance with Section 5412 of the Business and Professions Code of the State of California;
6. To promote the general welfare and temperance of children and minors, and to intend to help reduce the illegal consumption and purchase of tobacco products by children and minors by limiting their exposure to the advertising of tobacco products on certain off-premises signs;
7. To promote the general welfare and temperance of children and minors, and to intend to help reduce the illegal consumption and purchase of alcoholic beverages by children and minors by limiting their exposure to the advertising of alcoholic beverages on certain off-premises signs;
8. To promote the general welfare and temperance of children and minors, and to intend to help reduce the illegal use or purchase of adult telephone messages by children and minors by limiting their exposure to the advertising of adult telephone messages on certain off-premises signs.

B. Definitions. As used in this section, the following words shall have the following respective meanings:

1. "Outdoor advertising sign" means a sign, display or device affixed to the ground or attached to or painted or posted onto any part of a building or similar permanent structure used for the display of an advertisement to the general public when viewed from outside of a building or similar enclosed area.

2. "Commercial advertisement" means any advertisement which has, as its primary purpose, the promotion of the sale of goods or services by a commercial business or enterprise to the public generally or any significant part thereof.
3. "Noncommercial advertisement" means any advertisement other than a commercial advertisement.
4. "On-premises advertisement" means any commercial advertisement which pertains solely to goods or services, which are produced or offered for sale on the premises where the advertisement is displayed.
5. "Off-premises advertisement" means any commercial advertisement other than an on-premises advertisement.
6. "Construct," when used with reference to a sign, means to install, erect or place on the ground or on a building or structure, or to affix, paint or post on or to a building or structure.
7. "Relocate," when used with reference to a sign, means to move a sign from one location to another, or to remove a sign from one location and construct a similar sign at another location.
8. "Maintenance" means any activity relative to repair, restoration or preservation of an existing sign, display or device intended to keep such sign, display or device in a state similar to that when originally installed or erected.
9. "Upgrade" means any activity intended to improve the design quality and aesthetic appeal of an existing sign, display or device by modifying structural elements of, or providing substantial cosmetic enhancements to, such sign, display or device, including the change of the sign from conventional copy to a digital advertising display.
10. "Tobacco product" means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipes, tobacco, snuff, chewing tobacco and dipping tobacco.
11. "Alcoholic beverage" means any beverage in liquid form that contains not less than one-half of one percent of alcohol by volume and is intended for human consumption.
12. "Adult Telephone Messages" means live or recorded telephone messages containing any harmful matter, as defined in Section 313 of the Penal Code of the state of California.
13. "School" includes any elementary or secondary school, public or private, attendance at which satisfies the compulsory education laws of the state of California.
14. "Public Park" means any park, playground or grounds under the control, direction or management of a public entity.
15. "Private Park" means any park, playground or ground under control, direction or management of a private entity.
16. "Church" means a development maintained and used exclusively for religious worship, including customary incidental education and social activities in conjunction therewith.

17. "Child care center" means a facility, other than a family day care home, in which less than twenty-four-hour-per-day nonmedical care and supervision is provided for children in a group setting as defined and licensed under the regulations of the state of California.
 18. "Youth center" means any designated indoor public, private or parochial facility, other than a private residence or a multiple dwelling unit, which contains programs which provide, on a regular basis, activities or services for persons who have not yet reached the age of eighteen (18) years, including, but not limited to, community-based programs, after-school programs, weekend programs, violence prevention programs, leadership development programs, vocational programs, substance abuse prevention programs, individual or group counseling, case management, remedial, tutorial, or other educational assistance or enrichment, music, art, dance, and other recreational or cultural activities, physical fitness activities and sports programs.
 19. "Digital Advertising Display" (DAD) means a display created by light-emitting diodes, liquid crystal displays, display panels, pixel or sub-pixel technology, or other similar means.
 20. "Residential Structure" means any building that includes a kitchen and at least one bedroom and bathroom that is being occupied and used as a dwelling unit at the time an application for relocation of a billboard is submitted to the City; and for which the City has on file a current and valid Certificate of Occupancy for the building as a residential occupancy classification.
- C. Application to Existing Signs. Any off-premises outdoor advertising sign which was constructed in conformance with the requirements of this title as they existed at the time of such construction, but which is not in conformance with the requirements of this section, shall be deemed a legal nonconforming use which must be maintained, and may be upgraded subject to the restrictions and limitations imposed on nonconforming uses by Chapter 17.32. Such signs may be compelled to be removed through eminent domain proceedings subject to the requirements and limitations imposed by Sections 5412 through 5412.4 of the Business and Professions Code of the state of California, the provisions of which, as they may from time to time be amended, are incorporated herein by this reference.
- D. Fees. The City Council may, by resolution, establish fees for any or all of the administrative processes established by this section.
- E. Director's Review. Relocations of and upgrades to off-premises commercial advertising signs are subject to a Director's Review as set forth in this section.
- F. Preclusions of New or Additional Signs. No new or additional off-premises outdoor advertising signs shall be constructed in any zone district or area of the City after the effective date of the ordinance codified in this title; provided, however, that upon a finding that the purpose(s) of this Section 17.40.210 would not be served by the application of this prohibition to a particular area within the City, the City Council may by resolution designate such area(s) as exempt from the provisions of this paragraph.
- G. Amortization in Residential Zones. No off-premises outdoor advertising sign shall be relocated into any residential zone. Such signs located in any residential zone as of

February 6, 1985, shall be removed in accordance with the following amortization schedule:

**Fair Market Value of Off-Premises
Commercial Advertising Sign
On February 6, 1985**

Before Removal	Years Allowed
Under \$1,999	2
\$2,000 to \$3,999	3
\$4,000 to \$5,999	4
\$6,000 to \$7,999	5
\$8,000 to \$9,999	6
\$10,000 and over	7

- H. Other Location Restrictions. An off-premises commercial advertising sign may be relocated or upgraded provided that:
1. It is relocated no closer than five hundred (500) feet to a previously constructed off-premises commercial advertising sign located on the same or opposite side of the same street; or
 2. It is relocated no closer than two hundred (200) feet to any a residential structure, school, church or similar place of worship, historical building, cemetery or similar place of interment, private park.
- I. Size Restrictions. No off-premises commercial advertising sign shall be relocated or upgraded unless it complies with the following restrictions:
1. The sign shall not exceed thirty-two (32) feet in height from ground level.
 2. The total area of a single sign face shall not exceed three hundred (300) square feet. The total area of a double-faced sign shall not exceed six hundred (600) square feet.
 3. The size and height restrictions listed in this section may be modified for a digital advertising display relocation or upgrade as provided in Section 17.40.210.R. The height restrictions for a relocation or upgrade of a conventional advertising display may be modified as provided in Section 17.40210.R.2.
- J. Visual and Maintenance Standards. No off-premises outdoor advertising sign shall be relocated or upgraded unless it complies with the following requirements.

1. The message copy area of the relocated or upgraded sign may be no larger than the message copy area of the original sign or the size restrictions established in Section 17.40.210.I, whichever is less, unless modified pursuant to Section 17.40.210.I.3.
 2. Such sign may be relocated to a new site only if the sign at the new site complies with all setback and yard requirements of the underlying land use zone.
 3. Such sign may be relocated to a new site only if the sign at the new site is built with no more than one supporting post.
 4. The sign structure shall be architecturally treated so as to screen the frame, support structures and lighting from public view. A combination of landscaping and other decorative materials can be used to comply with this section. The color and materials of this architectural treatment shall be in conformance with the architectural plan approved pursuant to Section 17.40.210 K and Section 17.40.210.L and shall be subject to further design review, as may be determined by the Development Services Director
 5. Utility lines providing electrical power to a relocated sign shall be underground.
 6. The sign shall be continuously maintained in an attractive, clean and safe condition.
 7. Digital advertising displays shall comply with the visual standards contained in Section 17.40.210.R.
- K. Director's Review Procedures. Relocation of or upgrade to off-premises outdoor advertising signs is subject to a Director's Review that shall be conducted upon the Development Services Department's receipt of a complete application, which shall, at a minimum, include the following:
1. Elevations. Fully dimensioned and scaled colored elevations of each view (indicating direction as north, east, south, west) of the proposed sign, including height;
 2. Site plan. A site plan on which the proposed sign is to be relocated, disclosing the location of the sign in relation to other improvements on the site as well as adjacent properties;
 3. Context aerial map. An aerial map stating the distances between the proposed sign the nearest off-premises commercial advertising sign, residential structure, school, church or similar place of worship, historical building, cemetery or similar place of interment, and private park;
 4. Visual simulations. Visual simulations showing photographs of existing sign and photo simulations of proposed sign;
 5. A description of the proposed architectural treatment of the sign structure, disclosing proposed colors and materials.
 6. Such other information as the Development Services Department deems appropriate to determine compliance with the provisions of this section.

- L. Determination of Director's Review. The Development Services Director shall review each application filed under Section 17.40.210.K and shall make a decision thereon. If the proposed sign complies with this title and all other requirements of the law, and if the colors and materials of the architectural treatment required by Section 17.40.210.J of this section are attractive and suitable for the purpose of providing the required screening, the permit shall be issued based upon application as submitted. If the proposed sign can be brought into such compliance by modifications in the proposal, the permit shall be issued subject to conditions requiring such modifications. Otherwise, the application shall be denied.
- M. Appeal Procedures. An appeal may be filed in accordance with Section 17.32.820. Such appeal shall be filed with the City clerk in accordance with Section 17.36.030.
- N. Relocation Agreements. An off-premises outdoor advertising sign may be relocated within or to the C, LI, or HI zones provided an agreement for such relocation between the sign owner and the City is approved by the Development Services Director. The Development Services Director may approve such relocation agreement if the sign will, upon its relocation, comply with the requirements of this section and if, the relocation will promote the purposes of this section. The relocation agreement shall contain such terms and conditions pertaining to the relocation and maintenance of the sign as are consistent with this section and mutually agreeable to the parties thereto.
- O. Prohibition.
 - 1. Tobacco Advertising Prohibited in Certain Areas of the City. No person shall place or cause to be placed any advertisement for cigarettes or other tobacco products on any off-premises outdoor advertising sign within two hundred (200) feet of a residential zone, or within one thousand (1,000) feet of the premises of any school, park, youth center, child care center or church.
 - 2. Alcoholic Beverage Advertising Prohibited in Certain Areas of the City. No person shall place or cause to be placed any advertisement for alcoholic beverages on any off-premises outdoor advertising sign within two hundred (200) feet of a residential zone, or within one thousand (1,000) feet of the premises of any school, park, youth center, child care center or church. This prohibition shall not apply to outdoor advertising signs located on property adjacent to, and designed to be viewed primarily by, persons traveling on a freeway.
 - 3. Advertising Adult Telephone Message Prohibited in Certain Areas of the City. No person shall place or cause to be placed any advertisement for live or recorded telephone messages containing harmful matter, as defined in Section 313 of the Penal Code, on any off-premises outdoor advertising sign within two hundred (200) feet of a residential zone, or within one thousand (1,000) feet of the premises of any school, park, youth center, child care center, or church.
- P. Digital Advertising Displays (DAD). The installation of a DAD is permissible in conjunction with the upgrade or relocation of an off-premises outdoor advertising sign subject to the following requirements:
 - 1. Modification of Sign Face Size Requirements. Generally, a DAD shall be subject to the same sign face size restrictions as contained in Section 17.40.210.I. However, given the unique characteristics of DAD's, an applicant may request a modification to the maximum sign face size restrictions under the following conditions:

- a. The applicant demonstrates, to the satisfaction of the Development Services director, that the larger size is necessary to provide a readable DAD in a cost-effective manner; and
 - b. The maximum sign area for a single-face DAD is six hundred seventy-five (675) square feet, or for a double-face sign is a total of one thousand three hundred fifty (1,350) square feet (see Section 17.40.210.P.1.d. below); and
 - c. The applicant agrees to remove, or has already removed and agrees to permanently surrender rights to, off-premise outdoor advertising signage with the City that is equal to or greater in square-footage than the excess amount requested beyond the limits established by Section 17.40.210.I.2. Such signage shall be specifically identified in either the relocation agreement required under Section 17.40.210.N or a separate binding agreement between the City and the applicant.
 - d. The maximum size face area listed in Section 17.40.210.P.1.b. is also allowable for a static display sign face that is the opposite face of a DAD, provided that it is no larger than the DAD.
2. Modification of Height Requirements. Generally, a DAD shall be subject to the same height restrictions as contained in Section 17.40.210.I. Height restrictions may be modified for a DAD upgrade immediately adjacent to the freeway if the applicant demonstrates that compliance with the 32-foot height limit would impair visibility for a portion of the sign face. Increased height shall only be permitted to the extent necessary to allow reasonable view of the sign face.
 3. No DAD shall depict or simulate any motion or video (e.g. video clips, flashing, etc.)
 4. The DAD may be programmed to allow changeable messages, provided that any image shall be displayed for a minimum of six seconds, and transitions between slides shall not exceed one second.
 5. Each DAD shall include a photometric sensor that will adjust the intensity of the sign for daytime and nighttime viewing. The nighttime intensity shall be limited to 0.3-foot candles (over ambient levels) as measured at a preset distance as established by the Lewin Report as prepared for the Outdoor Advertising Association of America (OAAA). The City may modify or further restrict the intensity of any DAD display should the lighting create a distraction to drivers or an adverse effect on nearby residential property.
 6. The City may, as part of an upgrade or relocation that results in the installation of a DAD, require that time be available for the posting of public announcements on the DAD, subject to space availability.

STAFF REPORT
City of Lancaster

CC 6
07/10/18
MVB

Date: July 10, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Final Map Approval – Parcel Map No. 82267 (Located at the Northeast Corner of Avenue I & 32nd Street West)**

Recommendation:

Approve Parcel Map No. 82267, located at the northeast corner of Avenue I & 32nd Street West; make findings that this project will not violate any of the provisions of Sections 66473.5, 66474.1, and 66474.6 of the Subdivision Map Act, and instruct the City Clerk to endorse on the face of the map the certificate which embodies the approval of said map.

Fiscal Impact:

None.

Background:

On June 18, 2018, the Development Services Department approved Tentative Administrative Parcel Map No. 82267.

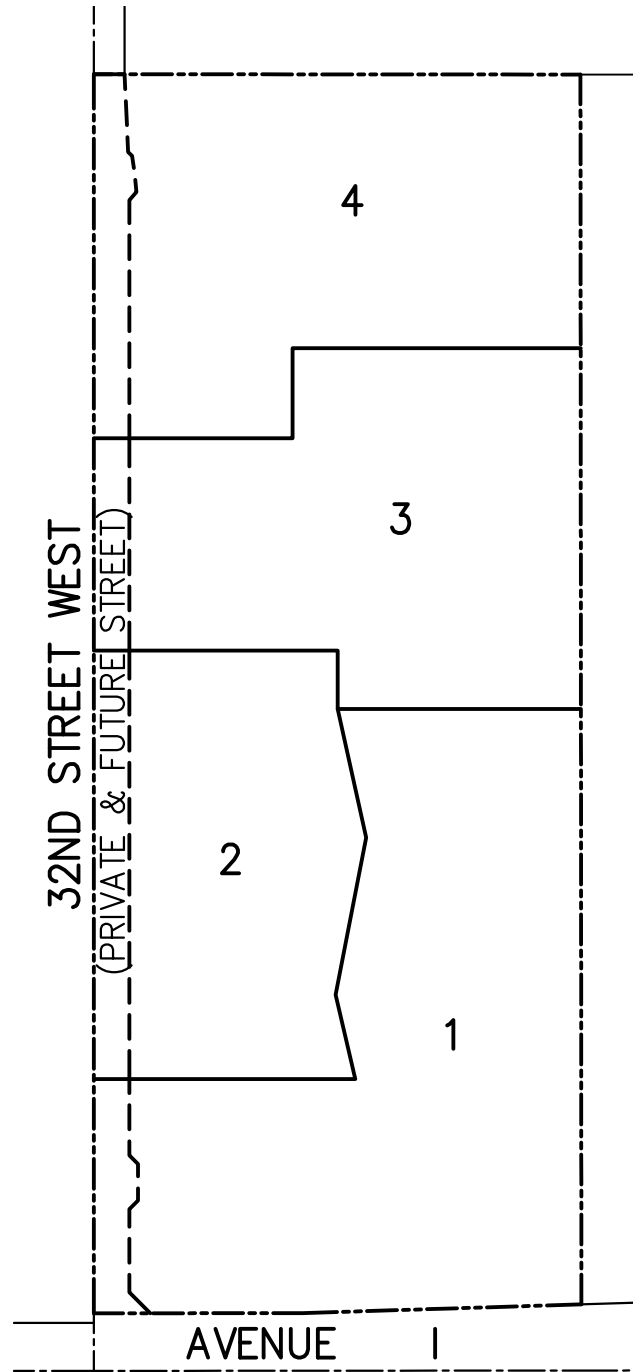
The Final Map is in substantial conformance with the approved tentative map. Parcel Map No. 82267 has been checked by the City Engineer, and is ready for Council approval. In addition, monumentation security has been submitted to ensure the installation of monuments.

AT:mm

Attachment:

Vicinity Map

PARCEL MAP NO. 82267



STAFF REPORT
City of Lancaster

CC 7
07/10/18
MVB

Date: July 10, 2018

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Professional Services Agreement – Preparation of Plans, Specifications, and Estimate for SR-138 (SR-14) Avenue J Interchange**

Recommendation:

Approve a professional services agreement with Kimley-Horn and Associates, Inc., of Los Angeles, California, in the amount of \$1,894,078.00, with a 5% contingency, to develop the Plans, Specifications, and Estimate (PS&E) for **Public Works Construction Project No. 14-010, SR-138 (SR-14) Avenue J Interchange**, and authorize the City Manager, or his designee, to sign all documents. The consultant selection process was made in accordance with Government Codes 4526 and 53060.

Fiscal Impact:

\$1,988,781.90 (including 5% contingency); sufficient funds are available in Capital Improvements Budget Account No. 210-15BR007-924.

Background:

On November 13, 2014, Metro executed Funding Agreement No. MOU.MR330.04, for the SR-138 (SR-14) Avenue J Interchange, granting \$10 million to fund all phases of the project, from project initiation documents through construction of interchange improvements, as well as local street improvements on Avenue J from 15th Street West to 25th Street West, on 20th Street West from Avenue J to Avenue J-8, and on 22nd Street West from Avenue J to Avenue J-4. There are no matching fund requirements for the City.

On May 10, 2016, City Council approved a professional services agreement with Kimley-Horn and Associates, Inc., to develop the Project Approval and Environmental Document (PA&ED) for the PWCP No. 14-010, SR-138 (SR-14) and Avenue J Interchange. It is anticipated that the Environmental Phase will be completed in late 2018.

For the Environmental Phase and the Design Phase of the project, the Finance Department, Purchasing Division, solicited qualifications through a Request for Proposals (RFP) from professional consulting firms. RFP 632-16 for Preparation of Project Report, Environmental Document, Plans Specifications and Estimate for SR-138 (SR-14) Avenue J Interchange. Kimley-Horn was selected for the work.

This professional services agreement for the preparation of Plans, Specifications & Estimate is for the Design Phase of the project.

ML:mm

Attachment:
Agreement

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "AGREEMENT") is made and entered into this ____ day of _____, 20____, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and KIMLEY-HORN AND ASSOCIATES, INC. (the "CONSULTANT").

RECITALS

WHEREAS, OWNER desires to engage CONSULTANT to perform certain technical and professional services, as provided herein, identified as:

**PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
FOR SR-138 (SR-14) AVENUE J INTERCHANGE**

WHEREAS, the principal members of CONSULTANT are qualified and duly registered/licensed under the laws of the State of California, and CONSULTANT desires to accept such engagement;

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the AGREEMENT.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster
- B. CONSULTANT: Kimley-Horn and Associates, Inc.

2. **Notices.** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

OWNER Development Services Director
 City of Lancaster
 44933 North Fern Avenue
 Lancaster, California 93534

CONSULTANT Robert D. Blume, P.E., Vice President
 Kimley-Horn and Associates, Inc.
 660 South Figueroa Street, Suite 2050
 Los Angeles, CA 90017

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall

assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The Request for Qualifications – (RFQ 632-16) - SR-138 (SR-14) Avenue J Interchange and CONSULTANT’S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONSULTANT agrees to comply with all of the requirements set forth therein.

5. **Precedence of AGREEMENT Documents.** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

- First: This AGREEMENT consisting of 38 pages
- Second: RFQ 632-16 – Preparation of Project Report, Environmental Document, Plans, Specifications and Estimate for SR-138 (SR-14) Avenue J Interchange
- Third: The CONSULTANT’S Proposal

6. **Description of Work.** OWNER hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to perform the technical and professional services set forth in the “Scope of Services” attached hereto as Exhibit “A”. CONSULTANT shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in Exhibit “A”. The Development Services Director or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Development Services Director, or his designee.

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONSULTANT for all work and services described in Exhibit “A” is not to exceed \$ 1,894,078.00. CONSULTANT’S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit “B” attached hereto and made a part hereof.

B. No payment made hereunder by OWNER to CONSULTANT, other than the final payment, shall be construed as an acceptance by OWNER of any work or materials, nor as evidence of satisfactory performance by CONSULTANT of its obligations under this AGREEMENT.

8. **Obligations of the CONSULTANT.**

A. CONSULTANT shall perform as required by this AGREEMENT. CONSULTANT also warrants on behalf of itself and all subcontractors engaged for the performance of this AGREEMENT.

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

9. **Senate Bill 854.**

SB 854 bill signed into law on June 20, 2014, established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The Department of Industrial Relations (DIR) requires all contractors and subcontractors who bid or perform work on a public works project (as defined under the Labor Code) be subject to a registration and annual renewal fee. Contractors must apply online and meet minimum qualifications to be registered as eligible to bid and work on public works projects. The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015. **This project shall comply with the requirement of SB 854.**

Coverage is not limited only to work performed at the construction site by the traditional construction trades, but extends broadly to workers employed “in the execution of” the public works contract.

Survey and Geotechnical Services will only need to register if the scope of services provided would require the payment of prevailing wage and be considered to be covered under the *California Labor Code*. Even though survey and geotechnical services typically are viewed as consultants and generally do not necessarily fit the term “contractor,” compliance with section SB 854 will be required by the Department of Industrial Relations (“DIR”). Essentially, if the services provided by a survey or geotechnical services firm would be considered to be covered under the applicable *California Labor Code* sections, then they should register. It should be noted that only the firm needs to register and not individual licensed design professional(s).

Attention is directed to the revisions to Labor Code Section 4. 1725.5 and Section 5. 1771.1:

A. SECTION 4 1725.5

“A contractor (consultant) must be registered pursuant to this section in order to be qualified to bid on, be listed in a bid proposal pursuant to Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work that is subject to requirements of this chapter.

- (a) To qualify for registration under this section, a contractor must do all of the following:
 - (1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial non-refundable application fee of \$300 to qualify for registration under this section and an annual renewal fee on or before July 1st each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.
 - (2) Provide such evidence, disclosures, or releases as are necessary to establish all of the following:
 - (A) Worker’s Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker who the contractor will employ to perform work that is subject to prevailing wage requirements other than a contractor who, is separately registered under this section. Coverage may be evidenced by a current and valid Certificate of Workers’ Compensation

Insurance or Certification of Self-Insurance required under Section 7125 of the Business and Professions Code.

(B) Where applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages, or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months, or since the effective date of the requirements set forth in subdivision (f), whichever is shorter. For a contractor found to be in violation of the requirements of this paragraph only, the period of disqualification shall be waived if: (i) the contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months; and (ii) the contractor pays an additional non-refundable penalty registration fee of \$2,000.

- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established pursuant to Section 1771.3 and shall be used only for the purposes specified in subdivision (b) of Section 1771.3
- (c) The term “contractor,” as used in this section, shall include any subcontractor or “consultant”, as defined in Section 1722.1.
- (d) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. A contractor who inadvertently fails to pay the renewal fee may retroactively renew its registration by paying an additional non-refundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the date of the renewal fee.
- (e) The requirements of this section shall not apply with respect to any contract, which as a result of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or decision by a court that classifies, after the time at which the body awarding the contract accepts the contractor’s bid or awards the contractor a contract, the work covered by the bid or contract as a “public work,” as defined in this chapter, to which Section 1771 applies, provided that:

- (1) The body awarding the contract failed to identify as a public work, in the bid specification or in the contract documents that portion of the work that the determination or decision classifies as a “public work.”
 - (2) Within twenty (20) days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
 - (3) The requirements of this section shall apply prospectively only to any bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2) of this subdivision.
- (f) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.”

B. SECTION 5 1771.1

- (a) No contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal pursuant to Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered to perform public work pursuant to Section 1725.5. It shall not be a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the public work pursuant to Section 1725.5 at the time the contract is awarded.
- (b) Notice of this requirement shall be included in all bid invitations and public works contracts, and no bid shall be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor’s current eligibility to perform public work pursuant to Section 1725.5.
- (c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following requirements are met: (1) the subcontractor is registered prior to the bid opening; (2) within 24 hours after the bid opening the subcontractor is registered and has paid the penalty registration fee specified in paragraph (E) of subdivision (2) of Section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- (d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) of this Section shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.
- (e) The DIR shall maintain on its website a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation. However, no contract for public work shall be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

A. This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. **This project shall comply with the requirements of SB 854.**

10. Payment of Prevailing Wage.

A. The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the field work to be done. These rates shall be the minimum wage rates for this project. These rates are on file with the City of Lancaster and copies will be made available to any interested party upon request.

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and Section 1777.6 of the Labor Code concerning the employment of apprentices by the CONSULTANT or any subcontractor under him.

Section 1777.5, as amended, requires the CONSULTANT or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- (A) When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15% in the 90 days prior to the request for certificate; or
- (B) When the number of apprentices in training in the area exceeds a ratio of one to five; or
- (C) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
- (D) When the CONSULTANT provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The CONSULTANT 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 on such contracts and if other Contractors on the public works site are making such contributions.

The CONSULTANT and any subcontractor under them shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONSULTANT and its subcontractors for purposes of determining compliance with the Prevailing Wage provisions of this Section.

11. **Audit.** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to OWNER as a condition precedent to any payment to CONSULTANT.

12. **Hold Harmless and Indemnification.** CONSULTANT agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner arising out of or related to CONSULTANT'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. CONSULTANT agrees to defend OWNER, its officers and employees, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of CONSULTANT or on the part of its employees.

13. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Development Services Director and CONSULTANT.

14. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this AGREEMENT, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONSULTANT will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability 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.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this AGREEMENT. OWNER 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.

15. **Termination for Convenience.** The governing board of the OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONSULTANT of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of OWNER, become the OWNER's property. If this AGREEMENT is terminated by OWNER as provided herein, CONSULTANT will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount

for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

16. **Termination for Cause.**

A. The governing board of the OWNER may, by written notice to CONSULTANT, terminate the whole or any part of this AGREEMENT in any of the following circumstances:

(1) If CONSULTANT fails to perform the services required by this AGREEMENT within the time specified herein or any authorized extension thereof; or

(2) If CONSULTANT fails to perform the services called for by this AGREEMENT or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period that OWNER may authorize in writing) after receipt of notice from OWNER specifying such failure.

B. In the event OWNER terminates this AGREEMENT in whole or in part as provided above in paragraph A of this Section, OWNER may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

C. If this AGREEMENT is terminated as provided above in paragraph A, OWNER may require CONSULTANT to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by CONSULTANT. Upon such termination, CONSULTANT shall be paid an amount equal to the contract amount, less the cost of hiring another CONSULTANT to complete CONSULTANT's services. In the event no new CONSULTANT is employed, 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 completed work and work in progress, complete and incomplete drawings, and other documents whether delivered to OWNER or in possession of CONSULTANT, and authorized reimbursement expenses.

D. If, after notice of termination of the AGREEMENT under the provisions of this Section, 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 15.

17. **Independent Contractor.** CONSULTANT is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONSULTANT is an independent contractor.

18. **Insurance.**

A. The CONSULTANT, at its expense, shall maintain in effect at all times during the term of this AGREEMENT the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

Commercial General Liability

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage	
<i>(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)</i>	

Commercial Automobile Liability

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
<i>(Coverage shall be at least as broad as ISO form CA00 01)</i>	

Workers Compensation

As Required by the State of California	Statutory Limits
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Employer's Liability

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
<i>(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)</i>	

Professional Liability

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

B. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

C. Professional liability insurance written on a "claims made" basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

D. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant's insurance and shall not contribute with it.

F. Consultant shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

- (1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days prior written notice (10 days written notice for non-payment) to the City of Lancaster.
- (2) List in the “Descriptions of Operations/Locations/Vehicles” section:

PWCP 14-010 – PREPARATION OF PLANS, SPECIFICATIONS, & ESTIMATE (PS&E) for SR-138 (SR-14) AVENUE J INTERCHANGE

The City of Lancaster, its elected officials, officers, employees, and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.”

- (3) List in the “Certificate Holder” section:

The City of Lancaster
44933 Fern Avenue
Lancaster, California 93534

G. Consultant shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the Consultant.

19. **Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONSULTANT shall commence when the OWNER, acting by and through its Development Services Director or his designee, has issued the Notice to Proceed.

CONSULTANT shall have no claim for compensation for any services or work which has not been authorized by the OWNER's Notice to Proceed.

20. **Extension of Time for Completion of Work.**

A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of CONSULTANT, then CONSULTANT shall be entitled to an extension of time equal to said delay, subject to the OWNER's right to terminate this AGREEMENT pursuant to Section 15.

B. CONSULTANT shall submit to OWNER a written request for an extension of time within ten (10) days after commencement of such delay, and failure to do so shall constitute a waiver thereof. OWNER shall, in its sole discretion, determine whether and to what extent any extensions of time shall be permitted.

C. No extension of time requested or granted hereunder shall entitle CONSULTANT to additional compensation unless, as a consequence of such extension, additional work must be

performed. In such event, OWNER shall in good faith consider any request for additional compensation submitted by CONSULTANT.

21. **Ownership of Documents.** All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by CONSULTANT in the course of performing the work required by this AGREEMENT shall be the property of the OWNER. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this AGREEMENT shall, upon request, be made available to OWNER without restriction or limitation on their use.

22. **Data Provided to CONSULTANT.** OWNER shall provide to CONSULTANT, without charge, all data, including reports, records, maps and other information, now in the OWNER's possession which may facilitate the timely performance of the work described in Exhibit "A".

23. **CONSULTANT's Warranties and Representations.**

CONSULTANT warrants and represents to OWNER as follows:

A. CONSULTANT has not employed or retained any person or entity, other than a bona fide employee working exclusively for CONSULTANT, to solicit or obtain this AGREEMENT.

B. CONSULTANT has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach or violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. CONSULTANT has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONSULTANT, and that if any such interest comes to the knowledge of CONSULTANT at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, CONSULTANT has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

24. **Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

25. **Exhibits.**

The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Services

Exhibit "B" Term, Payment and Time for Commencement and Completion Clause

26. **Governing Law.**

This AGREEMENT shall be governed by the laws of the State of California.

27. **Effective Date.**

This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONSULTANT, executes said AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed and attested by their respective officers thereunto duly authorized.

“OWNER”
CITY OF LANCASTER
LANCASTER, CALIFORNIA

Approved By Department Head:

By: _____
Jeff Hogan, Development Services Director

Dated: _____

By: _____
Mark V. Bozigian, City Manager

Dated: _____

"CONSULTANT"
KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Robert D. Blume, P.E., Vice President

Dated: _____

ATTEST:

Britt Avrit, MMC
City Clerk

APPROVED AS TO FORM:

Allison E. Burns, Esq.
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The Consultant shall maintain separate costs for each project and shall identify the costs specific to each project.

The work to be performed under this contract shall include:

SEE ATTACHED

ATTACHMENT A
SCOPE OF SERVICES
SR-138(SR-14)/Avenue J Interchange Improvements
Plans, Specifications and Estimates (PS&E)

1.0 INTRODUCTION

Expected to be approved by CALTRANS by July 2018, the PA&ED SR-14 (SR-138)/Avenue J Interchange Improvements Project (the Project) proposes to modify and improve the operational capacity at the existing interchange and local roadway operations on Avenue J between 15th Street West and 25th Street West.

A Focused Initial Study (IS) with Negative Declaration/Mitigated Negative Declaration was prepared in accordance with Federal and State environmental regulations and guidelines; CALTRANS is the lead agency for California Environmental Quality Act (CEQA). The final environmental document is anticipated by July 2018.

This proposal is for the Plans, Specifications and Estimate (PS&E) and to prepare the Construction Documents, Right of Way (R/W) Engineering for necessary parcel acquisition, Utility Coordination for Relocation of Utilities, and support for gaining approvals from Caltrans for the necessary Encroachment Permit to construct the project under the existing Cooperative Agreement between the City of Lancaster and Caltrans.

2.0 PROJECT DESCRIPTION

The Project is located within THE CITY OF LANCASTER, and the California Department of Transportation (CALTRANS) jurisdictions and is funded by the Los Angeles County Metropolitan Transportation Authority's (LACMTA) Measure R Highway Equity Funds.

The existing SR-14 (SR-138)/Avenue J interchange is a partial compact diamond interchange with a northbound (NB) on-ramp and a southbound (SB) off-ramp. Less than half a mile south, the existing SR-14 (SR-138)/Avenue J-8 interchange is another partial interchange with a NB off-ramp and a SB on-ramp. Vehicle trips in this area heavily utilize local north-south streets primarily 20th Street West and 15th Street West because of the partial interchanges at Avenue J and J-8, thereby creating congestion on the local street network.

The Project proposes to improve capacity at the existing interchange and local roadway operations on Avenue J between 15th Street West and 25th Street West. The improvements at the SR-14 (SR-138)/Avenue J and Avenue J-8 interchanges will help reduce congestion, enhance operational capacity, improve local circulation of traffic, improve wayfinding, and provide multi-modal facilities in the form of bikeways and sidewalks.

The Project Report identified four (4) viable alternatives (1, 2A, 2B, and 3), with Alternative 2B being identified as the locally preferred alternative.

Alternative 2B would convert the SR-14 (SR-138)/Avenue J interchange into a full interchange by adding a NB off-ramp and a SB on-ramp, and realigning the existing NB on-ramp and the existing SB off-ramp. There would also be widening along Avenue J between Amargosa Creek and Sundell Avenue to provide Class II bike lanes and pedestrian facilities between 25th Street West and 15th Street West. Furthermore, Alternative 2B proposes to modify existing traffic

signals and add a new traffic signal at the Avenue J/NB ramp intersection. The NB off-ramp to 20th Street West would also be widened and existing signage on SR-14 (SR-138) would be modified to improve wayfinding. Alternative 2B will reduce through lanes on Avenue J from 3 lanes to 2 lanes in each direction between 25th Street West and 15th Street West to provide improved channelization and lane utilization, bike lanes, and wider sidewalks. Alternative 2B also proposes to remove the SB loop-on-ramp at the SR-14 (SR-138)/Avenue J-8 interchange.

3.0 SCOPE OF SERVICES

This scope of services is specifically based on providing final design services for the Project as described in Section 2.

The proposed tasks are as follows:

- Task 1: Project Management
- Task 2: Project Implementation Planning
- Task 3: Preliminary Engineering (35% P&E)
- Task 4: Draft PS&E (65% PS&E & R/W Engineering)
- Task 5: Draft Final PS&E (95% PS&E)
- Task 6: Final PS&E (100% PS&E)
- Task 7: Final PS&E (CALTRANS District Approval)

The following provides the details of the scope of work required to complete the PS&E for the Alternative 2B improvements.

Task 1 - Project Management

KIMLEY-HORN will provide project management services for a period of up to 12 months. Support during construction will be handled in a separate scope once the PS&E is approved.

Management activities will consist of administration, coordination, attending meetings and quality control as follows:

Task 1.1 Project Management & Contract Administration

KIMLEY-HORN will perform the following project management activities:

- a) Interface with THE CITY OF LANCASTER and CALTRANS staff to assure format consistency of all deliverables, prior to the start of any work.
- b) Coordinate in-house design staff and sub consultants to assure free and timely flow of information for each task activity.
- c) Compliance with CALTRANS, THE CITY OF LANCASTER, and other applicable codes and standards.
- d) Prepare a detailed Critical Path Method (CPM) schedule, and submit updates as required. Prepare, update, and submit a three-month Horizon Schedule at the regular progress meetings.
- e) Prepare and maintain a risk management plan
- f) Prepare and submit correspondence and memos, including meeting notes

- g) Prepare and maintain a project specific Quality Control/Quality Assurance Plan. The QC/QA Plan establishes a process to:
 - Maintain Quality Control procedures and properly document procedures throughout the scope of services
 - Prepare and submit monthly progress reports/invoices that identify work performed on each task the preceding month.
- h) Present the contract budget for each task, prior billing amount, current billing, total billed to date, and a total percent billed to date.

Task 1.2 Project Team/Agency Coordination

KIMLEY-HORN will perform coordination with Agencies as required for project development. Coordinate planning and design effort with team members, including:

- a) CALTRANS (offices, departments, divisions and groups) including CALTRANS Office of Specially Funded Projects (OSFP)
- b) Affected public and private utility owners
- c) THE CITY OF LANCASTER
- d) Environmental Permitting Agencies (as required)

Task 1.3 Meetings

KIMLEY-HORN will attend the following meetings:

- a) Technical coordination meetings (up to 12) with THE CITY OF LANCASTER, CALTRANS and other agencies (as required) to resolve technical issues.
- b) Monthly PDT meetings (up to 12) with project team members. KIMLEY-HORN shall arrange meetings, provide discussion materials, and prepare agenda and minutes
- c) Stakeholder meetings (up to 6) with City agencies, and utility owners to gather and coordinate information on the Project.

Task 1 Deliverables

- Meeting Materials, including agenda and minutes
- Project Schedule
- Risk Management Plan
- Quality Assurance/Quality Control Plan
- Invoices and Progress Reports

Task 2 – Project Implementation Planning – Review and Confirmation of Data

Task 2.1 Data Collection and Review

KIMLEY-HORN will obtain and review available data and information necessary for design of the Project. The information will be obtained from CALTRANS, since CALTRANS prepared the PA&ED phase of the Project. Data to be reviewed includes but is not limited to the following:

- Previous report(s) or documents related to the study area and adjacent projects
- Record Drawings
- Bridge Maintenance Records
- Utility information
- Aerial photos and available mapping
- Survey control data
- Current CADD files
- Right-of-way information

KIMLEY-HORN will coordinate with THE CITY OF LANCASTER to obtain an access encroachment permit from CALTRANS to conduct site investigations and to explore existing site conditions.

Task 2.2

PA&ED Documents – PR and ED Review

KIMLEY-HORN will review the documentation prepared in the PA&ED phase. This is expected to include the following:

- A, B, C Photogrammetric Mapping
- Project Report and Supporting Technical Studies including:
 - Preliminary Layouts and Typical Sections
 - Preliminary Drainage Report
 - Stormwater Data Report
 - Preliminary Materials Report (PMR)
 - Structure Preliminary Geotechnical Reports (SPGR)
 - District Preliminary Geotechnical Report (DPGR)
 - Transportation Operations Analysis Report (TOAR)
 - Advance Planning Study (APS)
- Environmental Document and Supporting Technical Studies, including:
 - Noise Study Report
 - Air Quality Analysis
 - Phase I Initial Site Assessment
 - Community Impact Assessment
 - Cultural Resources
 - Paleontology Report
 - Jurisdictional Delineation
 - Natural Environmental Study
 - Water Quality Assessment Report

Task 2.3

Encroachment Permit for Design Studies

KIMLEY-HORN will prepare a CALTRANS Encroachment Permit on behalf of the City, and will help coordinate any double permits necessary to perform the work needed for the deliverables included in Task 2.

Task 2 Deliverables

- Encroachment Permit for Design Studies

Task 3– Preliminary Engineering (35% P&E)

Task 3.1 Update Base Mapping [WBS 3.185.10]

KIMLEY-HORN will update digital topographic mapping prepared in the PA&ED phase and prepare final design base mapping. Mapping will be prepared in AutoCAD Civil3D format per THE CITY OF LANCASTER requirements.

Utility base mapping will be prepared in accordance with City and Caltrans utility coordination processes.

Base mapping will include as-built centerline surveys, right of way limits, pavement survey, existing horizontal control, utility and drainage facilities based upon the available record data.

Task 3.2 Design Surveys [WBS 3.185.10]

KIMLEY-HORN will review accuracy and completeness of topographic mapping and obtain topographical field survey data needed to complete final design of the project. Design surveys are anticipated to locate details not clearly identified on the aerial mapping (e.g. drainage facilities, sign structures, and existing bridge structure bent, abutment and superstructure features). KIMLEY-HORN will prepare Construction Survey Staking Sheets.

Task 3.3 Utility Coordination (A and B Letters) [WBS 3.185.20.40]

Existing utility information will be requested from utility companies within the project vicinity. Existing utility information will be shown on a color-coded utility tracking drawing and documented by owner, type, size, voltage and material in a utility tracking table and on plan sheets. Each utility type will be included in a separate layer.

THE CITY OF LANCASTER shall be the point of contact with private utility companies and for the preparation of agreements. KIMLEY-HORN will provide support as needed, including but not limited to: Preparing submittal memos, creating/updating contact lists and attending coordination meetings.

KIMLEY-HORN will develop existing utility mapping for the project area, locate utilities that potentially conflict with the proposed improvements, and develop or coordinate relocation plans for conflicting utilities. KIMLEY-HORN will:

- Obtain utility record drawings
- Field review and update record utility information
- Prepare existing utility base mapping
- Identify potential utility conflicts and preliminary major utility relocation requirements

Task 3.4 Local Roadway and Caltrans Highway Plans [WBS 3.230.05]

KIMLEY-HORN will prepare the following plans for the Project. Since the Project includes improvements to both CALTRANS and local roadways (CITY OF LANCASTER), the plans will be prepared to include plans for CALTRANS facilities in CALTRANS format, and local roadways in THE CITY OF LANCASTER standard format. The following plan sets will be split based on the attached exhibit. The

Local Roadway Plan set, will include the following:

# of Sheets	Local Roadway Sheet Name
1	Title Sheet
1	General Notes
6	Typical Cross Sections
4	Street Improvement Plans (1" = 40')
2	Traffic Signal Plans (1" = 40')
5	Signing and Striping (1" = 40')
19	Total Sheet Count

KIMLEY-HORN will also prepare the following plans in CALTRANS standard format, to be reviewed and approved by CALTRANS. The Highway Plan set to be reviewed by CALTRANS, will include the following:

# of Sheets	Caltrans Highway Sheet Name
1	Title Sheet
8	Typical Cross Sections
1	Key Map Line Index
5	Layouts (1" = 50')
5	Profiles & Superelevation Diagrams (1" = 50')
6	Traffic Signal Plans (1" = 50')
5	Drainage Plans (1" = 50')
5	Drainage Profiles (1" = 50')
3	Pavement Delineation Plans (1" = 50' stacked)
4	Sign Plans (1" = 50')
43	Total Sheet Count

Task 3.5

Caltrans Structure Type Selection [WBS 3.240.85]

KIMLEY-HORN will prepare a structure Type Selection Report (TSR) in accordance with CALTRANS requirements based on the recommended and approved APS for special retaining wall layouts, in Alternative 6. Preparation of the TSR will include the following tasks:

- Coordination with project environmental consultant for environmental restrictions to be included in the design process
- Coordination with geotechnical engineer to make foundation type recommendations
- Confirm/develop special retaining wall widths and lengths from approved APS and in coordination with the approved roadway alignment and plans, project grading plans and vertical and horizontal clearance requirements
- Prepare final Type Selection Report (TSR) in accordance with Caltrans requirements
- Attend Type Selection meeting
- Respond to one round of comments on the Type Selection Report and resubmit as required.

Task 3.6 **Preliminary Foundation Reports** [WBS 3.240.65]
KIMLEY-HORN will prepare six (6) Preliminary Foundation Reports for each special-design retaining walls in accordance with CALTRANS Guidelines. The report will briefly include topography, geology, identification of potential geologic hazards, and liquefaction potential. It will provide design parameters using the latest CALTRANS seismic design criteria, and will summarize the findings of the geotechnical field investigation and laboratory soil tests, results of the geotechnical engineering analyses, and present recommendations for proposed foundations.

Task 3.7 **Geotechnical Site Investigation** [WBS 3.240.80]
KIMLEY-HORN will perform sufficient soil investigations to determine the design parameters for special-design retaining walls and approach fills. Specific work items include drilling exploratory borings, performing laboratory tests, and performing engineering analyses. A borehole/location plan will be prepared and used to apply for an Encroachment Permit from CALTRANS and the City. Locations for exploratory borings will be coordinated with record drawing log of test boring data. KIMLEY-HORN will drill up to 19 borings for walls and embankment and 14 borings for payment using a truck mounted rig for up to 100' in depth. These explorations will provide an evaluation of subsurface soils/rock conditions at the structure location. Traffic control and temporary shoulder lane protection is anticipated to conduct borings. KIMLEY-HORN may classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling. KIMLEY-HORN may obtain "relatively undisturbed" and bulk samples of substrata from test borings. The borings/CPT will be capped in accordance with the permit requirements. Cuttings will be disposed on site. KIMLEY-HORN will perform laboratory tests on representative soil samples such as in-place moisture and density, grain size distribution, direct shear, R-values, maximum density/optimum moisture content, and soil corrosion tests, as necessary.

Task 3.8 **ADL Testing**
KIMLEY-HORN will perform an Aerially Deposited Lead (ADL) evaluation to determine and document lead concentrations in the existing soils, and evaluate hazard levels for earthwork levels and support waste classification.

KIMLEY-HORN will collect a total of 80 samples from 20 borings in earthen areas during the geotechnical field investigation for ADL testing. CALTRANS procedures will be used to perform the ADL analysis.

KIMLEY-HORN will prepare a draft ADL Report using CALTRANS format to document the sampling, test results, statistical analysis, and findings. Comments will be incorporated into a final ADL Report.

Task 3.9 **Geotechnical Design & Materials Reports** [WBS 3.230.05.70.15]
KIMLEY-HORN will prepare a Geotechnical Design Report and a Materials Report in accordance with CALTRANS requirements, and include the following information:

- Evaluation of embankment stability and settlement
- Evaluation of seismic hazards including liquefaction

- Topography
- Geology and identification of potential geologic hazards
- Pavement structural sections for new pavement
- Review CALTRANS pavement condition survey, if available
- Corrosion potential of on-site soils and culver foundation/material requirements

Task 3.10 **PS&E Documentation** [WBS 3.230.60]

KIMLEY-HORN will prepare PS&E supporting information including:

- Draft Construction Schedule
- TMP Checklist
- Draft R/W Certification
- Draft Utility Certification

Task 3.11 **Quantities & Cost Estimate** [WBS 3.230.40.99]

KIMLEY-HORN will prepare a preliminary cost estimate to provide and assess construction and utility relocation costs to establish funding requirements for the project. Costs will be based on mapping and preliminary design data developed in Task 3 and individual cost items quantified. Existing and proposed ground surfaces shall be modeled to enable earthwork quantities to be approximated. Potential cost saving measures, opportunities for phased construction, and utility relocation alternatives shall be investigated and summarized in a technical memorandum. KIMLEY-HORN will include right of way acquisition cost estimates at this stage of the Project.

The preliminary cost estimate will be prepared using THE CITY OF LANCASTER and CALTRANS format. Items requiring more detailed design will be presented as lump sum costs. Appropriate contingencies for 35% P&E level of design will be included.

Task 3.12 **QC Review**

KIMLEY-HORN will perform in-house reviews of all Task 3 submittals in accordance with the project specific QA/QC Plan, and maintain a record of QA/QC activities in the project file. KIMLEY-HORN shall provide written responses to Task 3 review comments, as required, with justification noted for each comment not incorporated. If necessary, KIMLEY-HORN conduct a comment resolution meeting with the CITY, CALTRANS and other agencies to resolve outstanding issues from Task 3 review comments.

Task 3 Deliverables

KIMLEY-HORN will submit the following deliverables in accordance with the approved schedule:

- Updated Base Mapping
- Highway Plans
- Local Roadway Plans
- Structure Type Selection Report (TSR) Packages
- Preliminary Foundation Reports
- Draft ADL Report
- Draft Geotechnical Design Report and Draft Materials Report

- P&E Documentation
- Preliminary Cost Estimate

Task 4 – Draft PS&E (65% PS&E)

KIMLEY-HORN will prepare a combined and coordinated set of highway and structure plan sheets for CALTRANS review and combined local roadway plans for THE CITY OF LANCASTER review. KIMLEY-HORN will coordinate the plans, specifications and estimates to assure that highway design interfaces with local roadway design and structures design when all documents are combined to form a complete set of 65% PS&E bid documents.

Task 4.1 **Local Roadway and Caltrans Highway Plans** [WBS 3.230.05]

KIMLEY-HORN will prepare an updated and complete set of local roadway plans to be reviewed by THE CITY OF LANCASTER, containing each type of sheet listed below. A total of 41 local roadway plan sheets are estimated for THE CITY OF LANCASTER review at this stage of the project.

# of Sheets	Local Roadway Sheet Name
1	Title Sheet
1	General Notes
6	Typical Cross Sections
4	Street Improvement Plan and Profiles (1" = 40')
5	Construction Details
4	Erosion Control Plans (1" = 40')
4	Drainage Plan and Profiles (1" = 40')
5	Drainage Details
2	Traffic Signal Plans (1" = 40')
4	Construction Traffic Control and Staging (1" = 80')
5	Signing and Striping (1" = 40')
?	TBD - Landscape Plans (1" = 40')
41	Total Sheet Count

KIMLEY-HORN will prepare an updated and complete set of highway design plans to be reviewed by CALTRANS and CITY OF LANCASTER, containing each type of sheet listed below. A total of 102 highway plan sheets are estimated for CALTRANS and CITY OF LANCASTER review at this stage in the Project.

# of Sheets	Caltrans Highway Sheet Name
1	Title Sheet
8	Typical Cross Sections
1	Key Map & Line Index
1	Survey Control Plan
5	Demolition Plans (1"=50')
5	Utility Plans (1" = 50')
5	Layouts (1" = 50')
5	Profiles & Superelevation Diagrams (1" = 50')

# of Sheets	Caltrans Highway Sheet Name
10	Construction Details
5	Erosion Control Plans (1" = 50')
5	Drainage Plans (1" = 50')
5	Drainage Profiles (1" = 50")
8	Drainage Details
4	Drainage Summary of Quantities
6	Traffic Signal Plans (3 signals) (1' = 20')
8	Street Lighting Plans (includes Temps) (1' = 50')
5	Stage Construction/Traffic Handling (1" = 100')
3	Pavement Delineation Plans (1" = 50' stacked)
4	Sign Plans (1" = 50')
8	Summary of Quantity Sheets
102	Total Sheet Count

Task 4.2

Caltrans Structure Plans [WBS 3.240.85]

KIMLEY-HORN will prepare final bridge design plans for the special retaining walls based on the recommended and approved APS layout, for Alternative 6. Final design will be based on the approved Type Selection Report. A complete set of unchecked structure design plans and details will be submitted, for CALTRANS DES review, for the special retaining walls for the project

KIMLEY-HORN will perform the following, as part of this task:

- Prepare final special retaining wall design based on AASHTO LRFD Bridge Design Specifications, Sixth Edition, with California Amendments
- Prepare seismic analysis and design in accordance with Caltrans SDC Version 1.7.
- Prepare independent design calculations
- Respond to comments at the various submittals, make necessary plan revisions and resubmit as necessary

A total of 14 Caltrans Structure Plans are estimated for CALTRANS and CITY OF LANCASTER review at this stage in the Project.

It is anticipated that the Final Special Retaining Wall plans will consist of the following:

# of Sheets	Caltrans Bridge Sheet Name
1	General Plan for SHRA Wall
4	Plan, Profile and Sections (SHRA Wall)
5	Plan, Profile and Sections (Mod Retaining Walls)
4	Misc. Details for Walls
14	Total Sheet Count

- Task 4.2 **Standard Specifications & Standard Special Provisions [WBS 3.230.35.99]**
The project will be designed to CALTRANS' 2015 Standard Specifications, Standard Plans, and Standard Special Provisions.
- For work items, necessary for construction of the Project, KIMLEY-HORN will assemble data, and prepare drafts of (1) necessary modifications to the Standard Special Provisions, and (2) nonstandard special provisions (NSSPs) which may be necessary.
- KIMLEY-HORN will prepare a combined set of local roadway, highway and structures special provisions for THE CITY OF LANCASTER review.
- KIMLEY-HORN will prepare a combined and coordinated set of highway and structures special provisions for CALTRANS review.
- Task 4.3 **Update Geotechnical Design and Materials Report [WBS 3.230.05.70.15]**
KIMLEY-HORN will reconcile agency review comments on the draft reports, prepare the final draft reports to include design details and calculations developed under Task 3, and submit to the City and CALTRANS for final review.
- Task 4.5 **Bridge Foundation Reports [WBS 3.240.80]**
KIMLEY-HORN will perform engineering analyses and develop design recommendations for the proposed special retaining wall foundations. KIMLEY-HORN will prepare a detailed Foundation Report for the special retaining walls in accordance with CALTRANS Bridge Design Aids 15-3 and "Geotechnical Considerations for CALTRANS Projects." The report will include design recommendations for foundation type and footing elevations lateral design capacities, incorporate potential scour data in the design, and pile foundation recommendations; discuss seismic considerations, evaluate the liquefaction potential and comment on the site soil conditions. Information related to CALTRANS current seismic design criteria (SDC v 1.6), and current seismic design guidelines and ARS curves (2009) will be included. KIMLEY-HORN will also prepare Log of Test Boring sheets.
- Task 4.4 **Drainage Report [WBS 3.230.05.70.05]**
KIMLEY-HORN will update the Preliminary Drainage Report prepared during the PA&ED phase of the project and will review the data and update design calculations to assess the capacity of the existing drainage systems. KIMLEY-HORN will prepare the Draft Drainage Report (for submittal under Task 4) which will include a review an update of design calculations completed during PA&ED to assess the need for any drainage improvements. The results and design recommendations will be summarized in the Drainage Report. The Drainage Report is expected to include the following:
- Evaluation of the existing conditions
 - Unusual and special conditions
 - Drainage mapping
 - Hydraulic analysis
 - Proposed systems

- Task 4.5 **Hydro-modification Report** [WBS 3.230.05.70.05]
KIMLEY-HORN will perform a hydro-modification analysis to determine the magnitude of the impacts and the need for mitigation. KIMLEY-HORN will propose mitigation measures and perform further analysis to prove the adequacy of the proposed mitigation measures. The mitigation measures will meet the criteria set by the Regional Water Quality Control Board and Region Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit. KIMLEY-HORN will document the analysis, design features, and calculations in the report.
- Task 4.6 **Stormwater Data Report** [WBS 3.230.05.70.05]
KIMLEY-HORN will review the PA&ED level Stormwater Data Report. The latest version, was completed and included with the Project Report completed during PA&ED. KIMLEY-HORN will update that Stormwater Data Report and include a summary of the Project impacts to water quality and recommended best management practices (BMPs) based on Alternative 6, the preferred alternative. KIMLEY-HORN will propose permanent stormwater treatment BMPs for the Project and perform detailed calculations to complete the design and details of the treatment BMPs.
- Task 4.7 **Transportation Management Plan** [WBS 3.185.20.35]
KIMLEY-HORN will prepare a Draft Transportation Management Plan (TMP) for the Project. The TMP will be completed to address traffic management strategies for the construction phase of the project as indicated in the TMP prepared for the PA&ED Phase of the project.
- Task 4.8 **Lane Closure Report** [WBS 3.185.20.35]
KIMLEY-HORN will prepare a lane closure report to assist in the construction of the project. The lane closure report (LCR) is anticipated to require analysis of the following highway segments and ramps:
- Partial closure of project mainline
 - Partial closure of local roadways
 - Partial, or full, closure of the project ramps
- For full closures, KIMLEY-HORN will identify temporary detour routes and develop delay calculations. The traffic count data required to conduct the lane closure and detour analysis will be collected as part of Task 2.8. KIMLEY-HORN will prepare and submit the LCR and Detour Analysis to CALTRANS for review and comment.
- Task 4.9 **PS&E Documentation** [WBS 3.230.60]
KIMLEY-HORN will prepare updated PS&E supporting information including:
- Construction Schedule
 - TMP Checklist
 - Damage Clause Calculations for lane closure (SSP 12-200), if required
 - R/W and Utility Certifications
 - Draft Environmental Certification

- Task 4.10 **Quantities and Cost Estimate** [WBS 3.230.40.99]
KIMLEY-HORN will update the cost estimate for construction and utility relocation costs. Costs will be based on design data developed in Task 4 and individual cost items quantified. KIMLEY-HORN will include right of way cost estimates at this stage of the Project.
- KIMLEY-HORN will develop unchecked quantities and prepare construction cost estimate for the special retaining walls.
- The preliminary cost estimate will be prepared using THE CITY OF LANCASTER and CALTRANS formats. Appropriate contingencies for 65% PS&E level of design will be included.
- Task 4.11 **Environmental Permits** [WBS 3.205.10]
KIMLEY-HORN will obtain approval for the proposed project from the various resource agencies requiring permits to complete the work. Section 401 of the Clean Water Act Certification or Waiver will be required.
- Task 4.12 **QC Review**
KIMLEY-HORN will perform in-house reviews of Task 4 submittals in accordance with the project specific QA/QC Plan, and maintain a record of QA/QC activities in the project file. KIMLEY-HORN will provide written responses to Task 3 review comments, as required, with justification noted for each comment not incorporated. If necessary, KIMLEY-HORN will attend a comment resolution meeting with the City of Lancaster, CALTRANS and other agencies, to resolve outstanding issues from Task 3 review comments.
- Task 4.13 **Right-of-Way Requirement Exhibits**
KIMLEY-HORN will prepare right-of-way exhibits which will show the right-of-way requirements and impacts that are part of this project. The exhibit will include parcel boundary information, APN numbers, and owner names. The exhibit will communicate the limits and extent of right-of-way required for City and Caltrans review and approval.
- Task 4.14 **Plats & Legal Description**
Plats and Legal Descriptions will then be prepared for each of the identified Right-of-Way parcels required based upon the right-of-way requirements map approved in the previous task. Alternative 2B identifies 6 parcels that require acquisition and individual Plats and Legal Descriptions.
- Task 4.15 **Appraisals**
KIMLEY-HORN will provide support to the City contracted Appraisal Company. No separate Appraisal Maps will be prepared for this task. City will provide appraisal services for the R/W required for the project.
- Task 4.16 **Acquisition**
KIMLEY-HORN will provide support to the City contracted Acquisition Company. Clarification will be provided and construction contract work will be coordinated

between the acquisition and the construction contract. City will provide acquisition services for the R/W required for the project.

Task 4 Deliverables

KIMLEY-HORN will submit the following deliverables in accordance with the approved schedule:

- Responses to 35% review comments
- Local Roadway Plans
- Highway and Special Retaining Wall Plans (CALTRANS)
- Draft Special Retaining Wall Design Calculations
- Local Roadway, Highway, and Structures Standard Special Provisions
- Special Retaining Wall Cost Estimate
- Special Retaining Wall Foundation Report (Draft)
- ADL Report
- Geotechnical Design Report and Materials Report
- Updated Technical Reports
- Lane Closure Report (Draft)
- Transportation Management Plan (Draft)
- PS&E Documentation
- Environmental Permit Applications (Draft)
- Updated Quantities and Cost Estimate
- R/W Requirements Map
- Plats and Legal Descriptions for up to six parcels.

Task 5 – Draft Final PS&E (95% PS&E)

KIMLEY-HORN will prepare an updated, combined, and coordinated set of local roadway, highway, and structure plan sheets. KIMLEY-HORN will coordinate the plans, specifications and estimate to assure that local roadway design, highway design, and structures design all interface with each other when all documents are combined to form a complete set of 95% PS&E bid documents.

Task 5.1 **Local Roadway and Caltrans Highway Plans** [WBS 3.255.10.05]
KIMLEY-HORN will prepare an updated and complete set of checked local roadway, and highway design plans containing each type of sheet listed under Task 4.1.

Task 5.2 **Caltrans Special Retaining Wall Plans** [WBS 3.250.55]
KIMLEY-HORN will prepare a complete set of checked structure design plans and details for CALTRANS DOS review for the special retaining wall plans identified in Task 4.2.
KIMLEY-HORN will perform an independent check of all structures design in accordance with CALTRANS procedures. KIMLEY-HORN shall prepare independent check of structure calculations, details, technical specifications, and quantity calculations. KIMLEY-HORN shall address independent check comments and update structures design.

KIMLEY-HORN shall update Working Day Schedule for each special retaining wall, as required.

Task 5.3 Update Technical Reports [WBS 3.255.10.25]
KIMLEY-HORN will reconcile agency review comments on the technical reports submitted in Task 4, prepare final reports as required, and submit to the CITY and CALTRANS for approval.

Task 5.4 Special Provisions [WBS 3.255.10.99]

KIMLEY-HORN will prepare an updated combined set of local roadway, highway and structures special provisions for THE CITY OF LANCASTER review.

KIMLEY-HORN will prepare an updated set of combined highways, and structures special provisions for CALTRANS review.

Task 5.5 Constructability Review [WBS 3.250.50]
KIMLEY-HORN will prepare written responses to the City, and CALTRANS constructability review comments. Comments and responses will be reconciled, and agreed upon comments will be incorporated in to the design documents, if necessary.

Task 5.6 Update Environmental Permits [WBS 3.205.10]
KIMLEY-HORN will reconcile agency review comments on the environmental permit applications submitted in Task 4, prepare updated permit applications as required, and submit for regulatory agency approval.

Task 5.7 Quantities and Cost Estimate [WBS 3.230.40.99]
KIMLEY-HORN will update cost estimate for construction, right of way, and utility relocation costs. Costs will be based on design data developed in Task 5 and individual cost items quantified.

Appropriate contingencies for 95% PS&E level of design will be included.

Task 5.8 PS&E Documentation [WBS 3.255.10.99]
KIMLEY-HORN will update PS&E supporting information including:

- Construction Schedule
- SWDR, if required
- Draft Storm Water Information Handout
- TMP Checklist
- R/W and Utility Certification

Task 5.9 QC Review
KIMLEY-HORN will perform in-house reviews of all Task 5 submittals in accordance with the project specific QA/QC Plan, and maintain a record of QA/QC activities in the project file. KIMLEY-HORN will provide written responses to Task 4 review comments, as required, with justification noted for each comment not incorporated. If necessary, KIMLEY-HORN will attend a comment

resolution meeting with the City of Lancaster, CALTRANS and other agencies to resolve outstanding issues from Task 4 review comments.

Task 5 Deliverables

KIMLEY-HORN will submit the following deliverables in accordance with the approved schedule:

- Responses to 65% review comments
- Local Roadway, Highway, and Structure Plans
- Local Roadway, Highway, and Structures Standard Special Provisions
- Cost Estimate (City of Lancaster and CALTRANS)
- Structures Cost Estimates
- Structures Working Day Schedule
- Updated Technical Reports, as required
- Environmental Permit Applications
- PS&E Documentation

Task 6 – Final PS&E (100% PS&E)

- Task 6.1 **Local Roadway and Caltrans Highway Plans** [WBS 3.255.10.05]
KIMLEY-HORN will prepare an updated and complete set of final local roadway, and highway design plans.
- Task 6.2 **Caltrans Structure Plans** [WBS 3.250.55]
KIMLEY-HORN will prepare a complete set of final structure design plans and details.
- Task 6.3 **Update Technical Reports** [WBS 3.255.10.25]
KIMLEY-HORN will reconcile any remaining agency review comments on the technical reports submitted in Task 5, prepare final reports as required, and submit to CALTRANS for approval.
- Task 6.4 **Special Provisions** [WBS 3.255.10.99]
KIMLEY-HORN will prepare an updated combined set of local roadway, highway and structures special provisions for THE CITY OF LANCASTER review.

KIMLEY-HORN will prepare a final set of combined highway and structures special provisions for CALTRANS approval.
- Task 6.5 **Update PS&E Documentation** [WBS 3.255.10.99]
KIMLEY-HORN will update PS&E supporting information submitted under Task 5, as required, and obtain THE CITY OF LANCASTER, and CALTRANS, approvals.
- Task 6.6 **Prepare Files for City and CALTRANS** [WBS 3.255.40]
KIMLEY-HORN will prepare a Survey File in accordance with the checklist of requirements defined in CALTRANS Project Development Procedures Manual, Appendix QQ including:
- Control traverses used to design the project.

- Alignment traverses of all Center lines.
- Right-of-Way record maps
- Retaining wall layout lines
- Alignments for flow lines of curbs and ditches
- Design cross sections for permanent and temporary detour construction at 50-foot station increments and at the critical stations (including BCs, ECs, angle points, low/high points, MVPs, CHP areas, etc.)
- Slope Stake Listings - Slope Stake Listings shall include all grade breaks on the finish grade surface including center line, sawcut / conform, ETWs, ES / EP (such as MVPs), HP and CP including contour grading as well as any ditch and bioswale flow lines. The Slope Stake Listings will be provided at 50-foot intervals on tangents and large radius curves and 25' intervals in curves of a radius less than 1000' and at any critical stations such as BCs, ECs and angle points on the various alignments, ETW, ES / EP, flow line curb, etc.

KIMLEY-HORN will prepare and submit a Resident Engineer file in accordance with CALTRANS' Project Development Activities Guide, OSFP Information and Procedures Guide, Bridge Memo to Designers and include all project relevant items identified in the Resident Engineer's file checklist. The following items will be included for structures:

- Structures Engineer Pending File including bridge deck contour (4-scale) plans in accordance with CALTRANS Memo to Designers 2-2
- Final Foundation Report
- Joint Movement Rating Calculations

KIMLEY-HORN will prepare the Information Handout containing the documents identified in the Special Provisions and as required under Section 10.8 of CALTRANS RTL Guide.

- Task 6.7 **Update Environmental Permits** [WBS 3.205.10]
KIMLEY-HORN will reconcile remaining agency review comments on the environmental permit applications and coordinate with the City and CALTRANS to obtain permit approvals from appropriate regulatory agencies.
- Task 6.8 **Quantities and Cost Estimate** [WBS 3.255.20]
KIMLEY-HORN will update cost estimate for construction, right of way, and utility relocation costs. Costs will be based on design revisions developed in Task 6.
- Task 6.9 **QC Review**
KIMLEY-HORN shall perform in-house reviews of all Task 6 submittals in accordance with the project specific QA/QC Plan, and maintain a record of QA/QC activities in the project file. KIMLEY-HORN shall provide written responses to Task 5 review comments, as required, with justification noted for each comment not incorporated. If necessary, KIMLEY-HORN shall attend a comment resolution meeting with the City of Lancaster, CALTRANS and other agencies to resolve outstanding issues from Task 5 review comments.
- Task 6.10 **Utility Coordination (C Letters)**

KIMLEY-HORN will prepare and send out Utility C letters to all utility owners whose utilities will be impacted as part of this project. The letters will include a set of final approved plans, and will allow the utility owners 60 days, or as negotiated, to schedule and construct relocations

- Task 6.11 **Utility Certification and Ready to Advertise**
KIMLEY-HORN will prepare a utility policy certification to certify that both the determination and the presentation of the utilities shown in the project plans are agreed upon by the utility owners.
- Task 6.12 **R/W Certification**
The City will certify that all the required right-of-way is secured prior to advertisement of the project.
- Task 6.13 **CALTRANS Construction Encroachment Permit**
KIMLEY-HORN will prepare a CALTRANS Encroachment Permit package to perform the work within the Caltrans right-of-way needed for this project.

Task 6 Deliverables

KIMLEY-HORN will submit the following deliverables in accordance with the approved schedule:

- Responses to 95% review comments
- Local Roadway, Highway, and Structure Plans
- Local Roadway, Highway, and Structures Standard Special Provisions
- Structures Cost Estimates
- Structures Working Day Schedule
- Final Technical Reports, as required
- Final Environmental Permit Applications
- PS&E Documentation
- Information Handout
- Survey File
- Resident Engineer File
- Caltrans Encroachment Permit

ASSUMPTIONS

This scope of services is limited by the following assumptions, and as may be noted elsewhere.

Project Limits:

- Avenue J between 10th Street West and 25th Street West
- SR-14 and Avenue J Interchange and Ramps
- SR-14 and Avenue J-8 Ramps

Geometric Design

- Project improvements for the final design phase shall incorporate plan, profile, superelevation, typical section, and design exceptions developed during the PA&ED phase.

Permits

- Encroachment permit applications to perform design activities within CALTRANS and City right of way shall be prepared by KIMLEY-HORN for THE CITY OF LANCASTER's signature. No permit processing costs or permit fees are included for access within CALTRANS, or other properties.

Mapping

- Mapping shall be in English units in AutoCAD Civil3D® format.
- Aerial photogrammetry will be provided by CALTRANS
- ABC process will be completed by CALTRANS
- Digital topographic mapping will be provided by CALTRANS

Survey

- All survey datum shall be 1983 NAD (Horizontal) and 1988 NAD (Vertical).

Right of Way

- Preparation of Right of Way Land Net boundary surveys, hard copy maps, and appraisal maps are not included in this scope of services.
- Plats and legal descriptions will be prepared based upon PA&ED estimates for alternative 2B.

Utilities

- No longitudinal encroachment exceptions are required.
- Utility Agreements shall be prepared by THE CITY OF LANCASTER. KIMLEY-HORN can prepare utility agreements for THE CITY OF LANCASTER, but they are not included in this scope of services.

Landscaping and Irrigation Design

- Kimley-Horn has provided an allowance for this design. This will be confirmed and may need to be adjusted once final scoping of these improvements is known.

Structure Design

- Seismic retrofit of the existing bridge will not be required.
- Design of sound walls is not anticipated, or included.
- Structure aesthetic treatments will be included.

Reviews and submittals

- PS&E submittals for single CITY of LANCASTER/CALTRANS reviews of each submittal is included
- KIMLEY-HORN will submit technical reports once in draft and once in final form, the intent being one review and one revision per document, unless otherwise specified.

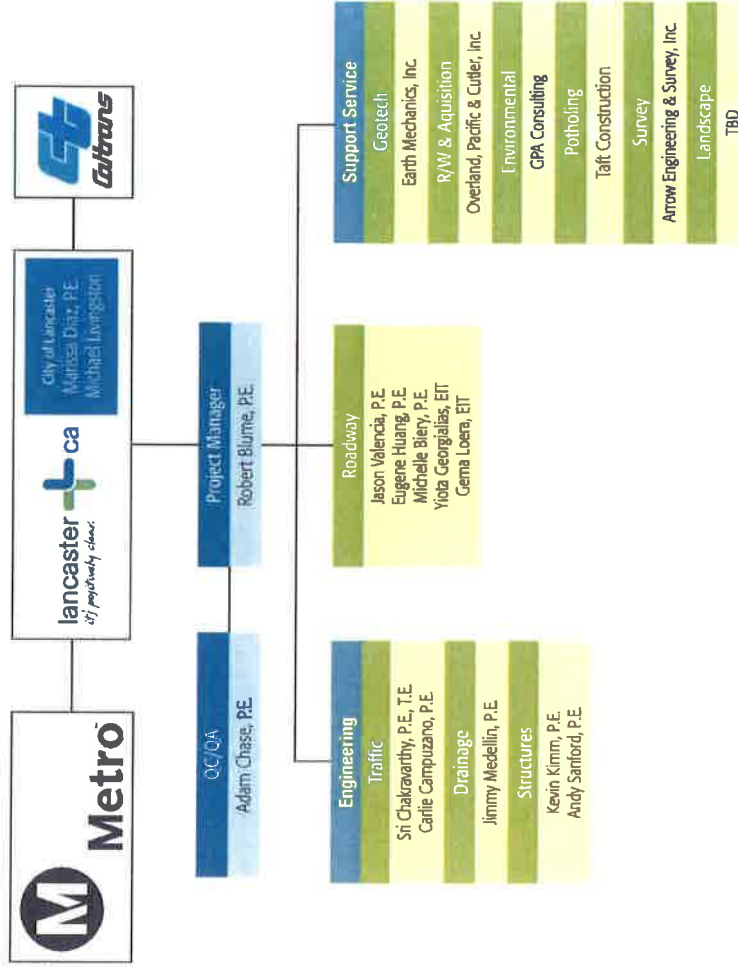
Project Management

- Project management activities during the final design phase will be provided for a 12 - month period starting from Notice to Proceed.

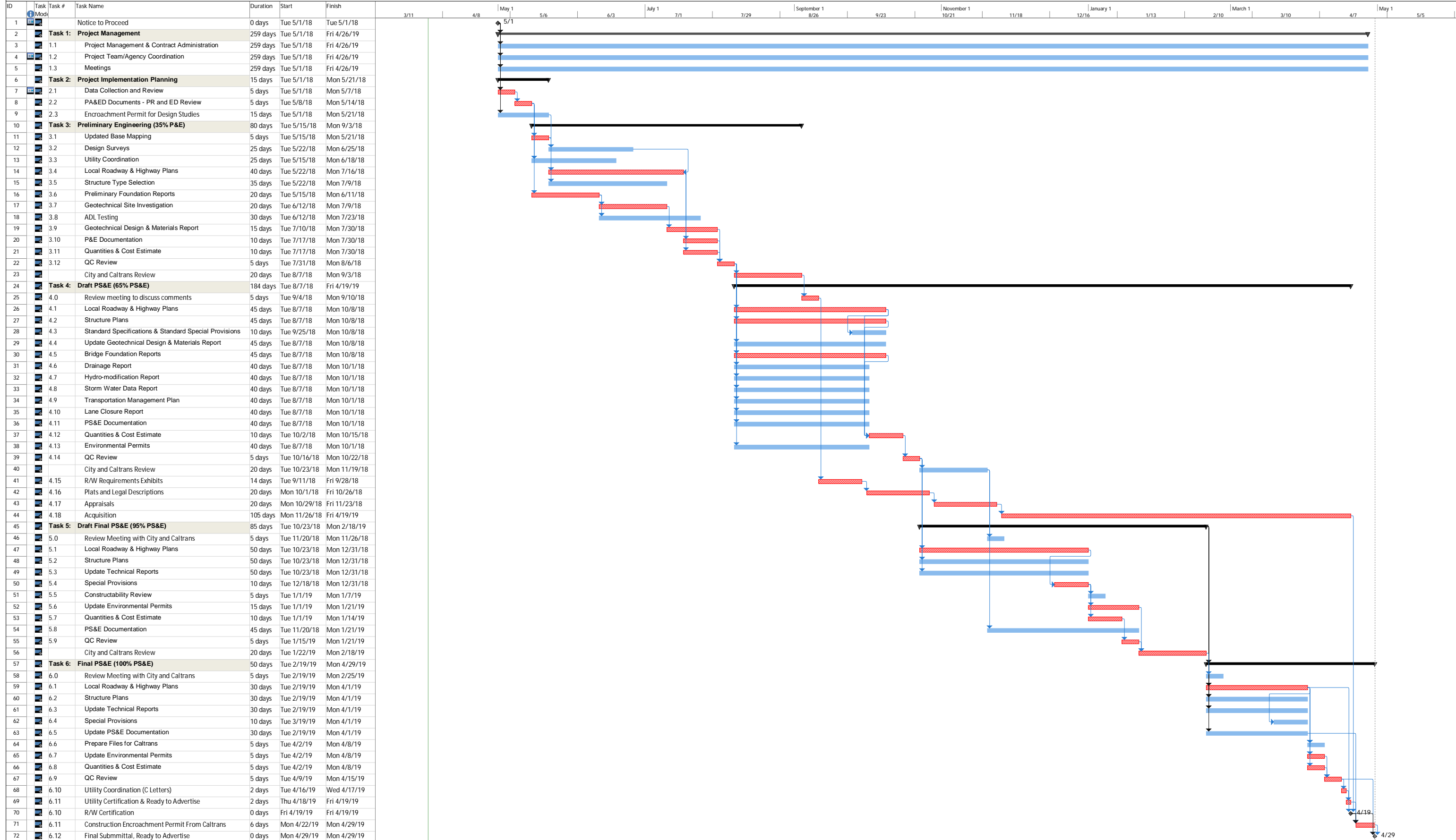
Bidding and Construction Phase

- THE CITY OF LANCASTER will advertise, award and administer the construction contract.
- Construction bid support services and design support during construction are not included in this scope of services.

Organization Chart - Avenue J Interchange PS&E



City of Lancaster
Avenue J PS&E Schedule



Project: Avenue J PS&E
Date: Mon 4/2/18

Task Split Milestone Summary Progress Manual Progress Critical

EXHIBIT "B"

TERM, PAYMENT AND TIME FOR COMMENCEMENT AND COMPLETION CLAUSE

Term

This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONSULTANT. This Agreement shall continue in full force and effect for a period of two (2) years from the effective date of the Agreement (the "Term"), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the City and the CONSULTANT may mutually agree in writing to extend the Term of this Agreement.

Payment

The City of Lancaster shall reimburse the CONSULTANT for actual costs, including labor costs and employee benefits incurred by the CONSULTANT in performance of the work, in an amount not to exceed \$1,099,513.00. Actual costs shall not exceed the estimated wage rates and other costs as set forth in the CONSULTANT'S proposal. Source documentation supporting billed costs must be submitted with invoice. CONSULTANT shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed amount specified above. Any additional work will require a separate Authorization for Consultant Services signed by both parties.

CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the City of itemized invoices. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project, as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due City. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work.

Consultant shall not be reimbursed for actual travel expenses incurred in the performance of the work.

Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than five (5) days following issuance of Notice to Proceed. It is anticipated that performance of the work will be completed within five hundred ninety (590) calendar days from commencement. In no event shall performance of the work be completed later than June 30, 2018 from commencement without the prior written authorization of the City. If Consultant fails to complete the work in this time period, City may avail itself of any and all remedies provided for in this Agreement.

Enda Melvin, Senior Vice President
Kimley-Horn and Associates, Inc.

		Kimley-Horn and Associates, Inc.																						
		Project Manager	Prof. II Roadway	Senior Prof. I Traffic	Senior Prof. I Bridge	Prof. II Roadway	Prof. II Bridge (Ind review)	Prof. I Roadway	Prof. I Bridge	Prof. II Traffic	Analyst II Roadway /Bridge	Analyst I Traffic	Analyst I Roadway	Project Support	Total KH Hours	Total KH Cost	Surveyor	AES	Geotech	EM	Landscape ?	Pathology	Taft	Total Cost
		\$285.00	\$195.00	\$210.00	\$265.00	\$180.00	\$175.00	\$140.00	\$136.00	\$155.00	\$130.00	\$115.00	\$115.00	\$85.00										
Task 1: Project Management		140	28	40	0	28	0	84		32	0	0	0	56	408	\$ 80,280.00	\$	\$	\$	\$	\$	\$	\$	\$ 80,280.00
1.1	Project Management & Contract Administration (12 months)	56						16						56	112	\$ 20,720.00								\$ 20,720.00
1.2	Project Team/Agency Coordination	28		24				28						56	96	\$ 19,420.00								\$ 19,420.00
1.3	Meetings	56	28	16		28		56		16				200	\$ 40,140.00									\$ 40,140.00
Task 2: Project Implementation Planning		3	0	8	0	0	0	32	0	0	24	0	40	119	\$ 15,755.00	\$	\$	\$	\$	\$	\$	\$	\$	\$ 15,755.00
2.1	Data Collection and Review	1		4				16			16		16	4	57	\$ 7,625.00								\$ 7,625.00
2.2	PA&ED Documents - PR and ED Review	1		4				8			8		16	4	41	\$ 5,465.00								\$ 5,465.00
2.3	Encroachment Permit for Design Studies	1						8			8		4	21	\$ 2,665.00									\$ 2,665.00
Task 3: Preliminary Engineering (35% P&E)		19	24	32	30	60	0	260	140	80	404	160	340	48	1,597	\$ 217,595.00	\$ 141,482.00	\$ 152,542.50	\$	\$ 22,000.00			\$ 533,529.50	
3.1	Updated Base Mapping	1						16			16		16	2	35	\$ 9,735.00								\$ 9,735.00
3.2	Design Surveys	1						16			16		16	2	35	\$ 4,775.00	\$ 141,482.00							\$ 146,257.00
3.3	Utility Coordination (A and B letters)	1						24			44		60	8	145	\$ 18,385.00								\$ 18,385.00
3.4	Local Roadway & Highway Plans	2	16	24		8		160		80	160	160	160	4	790	\$ 105,790.00				\$ 22,000.00				\$ 127,790.00
3.5	Caltrans Structure Type Selection	2			30				140		80			4	256	\$ 38,300.00								\$ 38,300.00
3.6	Preliminary Foundation Reports	2						4			8		8	4	18	\$ 2,380.00			\$ 22,000.00					\$ 24,380.00
3.7	Geotechnical Site Investigation	2				4		4			8		4	4	22	\$ 3,110.00			\$ 82,500.00					\$ 85,610.00
3.8	ADL Testing	2						4			4		4	10	\$ 1,470.00			\$ 15,922.50						\$ 17,392.50
3.9	Geotechnical Design & Materials Report	2						8			8		4	22	\$ 2,950.00			\$ 30,800.00						\$ 33,750.00
3.10	PS&E Documentation	2						8		24	16		54	4	54	\$ 4,990.00								\$ 4,990.00
3.11	Quantities & Cost Estimate	2				8		16			40		40	4	110	\$ 14,390.00								\$ 14,390.00
2.12	QC Review		8	8		16							24	4	60	\$ 9,220.00			\$ 1,320.00					\$ 10,540.00
Task 4: Draft PS&E (65% PS&E)		42	80	28	66	152	0	662	272	180	772	320	476	64	3,114	\$ 433,212.00	\$ 42,438.00	\$ 24,750.00	\$	\$ 33,000.00	\$	\$ 33,000.00	\$	\$ 666,400.00
4.1	Local Roadway & Caltrans Highway Plans	4	16	24		40		260		180	320	320	200	4	1,388	\$ 182,540.00				\$ 33,000.00	\$	\$ 33,000.00	\$	\$ 248,540.00
4.2	Caltrans Structure Plans	2			40				272		156			4	404	\$ 71,062.00								\$ 71,062.00
4.3	Standard Specifications & Standard Special Provisions	2		4	6	16		40		0				4	72	\$ 11,820.00								\$ 11,820.00
4.4	Update Geotechnical Design & Materials Report	2						16			8		8	4	38	\$ 5,110.00			\$ 11,275.00					\$ 16,385.00
4.5	Bridge Foundation Reports	2						14			4		4	20	\$ 2,870.00			\$ 11,275.00						\$ 14,145.00
4.6	Drainage Report	2	24			24		40			80		4	254	\$ 35,310.00									\$ 35,310.00
4.7	Hydromodification Report	2	4					40			32		4	102	\$ 13,570.00									\$ 13,570.00
4.8	Storm Water Data Report	2	4					40			20		4	110	\$ 14,790.00									\$ 14,790.00
4.9	Transportation Management Plan	2				16		24			20		24	4	90	\$ 12,510.00								\$ 12,510.00
4.10	Lane Closure Report	2				16		24			16		4	86	\$ 11,990.00									\$ 11,990.00
4.11	PS&E Documentation	2	4			16		24			24		16	4	86	\$ 12,370.00								\$ 12,370.00
4.12	Quantities & Cost Estimate	2				40		24			48		4	118	\$ 14,990.00									\$ 14,990.00
4.13	Environmental Permits	2				16		16					4	22	\$ 3,150.00									\$ 3,150.00
4.14	QC Review		16			16		24			24		2	58	\$ 8,930.00			\$ 2,200.00						\$ 11,130.00
4.15	RW Requirements Exhibit	2	4			8		24			24		4	66	\$ 9,610.00									\$ 9,610.00
4.16	Plats and Legals	4	8					24			16		2	54	\$ 8,310.00	\$ 42,438.00								\$ 50,748.00
4.17	Appraisals	4						16			8		2	30	\$ 4,590.00									\$ 4,590.00
4.18	Acquisition	4						16			24		2	46	\$ 6,670.00									\$ 6,670.00
Task 5: Draft Final PS&E (95% PS&E)		13	48	24	26	192	190	648	112	200	552	380	612	36	3,033	\$ 418,657.00	\$	\$	\$	\$ 33,000.00	\$	\$	\$	\$ 481,657.00
5.1	Local Roadway & Caltrans Highway Plans	2	16	24		80		420		200	520	380	500	4	2,146	\$ 282,070.00				\$ 33,000.00	\$	\$	\$	\$ 315,070.00
5.2	Caltrans Structure Plans	2			8			190			32			4	348	\$ 55,672.00								\$ 55,672.00
5.3	Update Technical Reports	2				24		40					16	4	86	\$ 12,670.00								\$ 12,670.00
5.4	Special Provisions	2	4		2	24		60			24		4	96	\$ 14,940.00									\$ 14,940.00
5.5	Constructability Review	2	8		4	16		40			4		4	74	\$ 12,010.00									\$ 12,010.00
5.6	Update Environmental Permits	1				24		24			24		4	29	\$ 3,985.00									\$ 3,985.00
5.7	Quantities & Cost Estimate	1			4			40					80	4	129	\$ 16,485.00								\$ 16,485.00
5.8	PS&E Documentation	1	4			24		24					16	4	73	\$ 10,925.00								\$ 10,925.00
5.9	QC Review		16		8	24		40			24		4	52	\$ 9,900.00									\$ 9,900.00
Task 6: Final PS&E (100% PS&E)		13	40	8	30	148	40	328	70	24	260	80	200	38	1,279	\$ 183,145.00	\$	\$	\$	\$ 13,200.00	\$	\$	\$	\$ 196,345.00
6.1	Local Roadway & Caltrans Highway Plans	1	16	8		16		120		24	120	80	120	2	507	\$ 67,255.00				\$ 13,200.00	\$	\$	\$	\$ 80,455.00
6.2	Caltrans Structure Plans	1			6		40		70		50		4	171	\$ 25,235.00									\$ 25,235.00
6.3	Update Technical Reports	1				16		16			16		24	4	77	\$ 10,585.00								\$ 10,585.00
6.4	Special Provisions	1	4		1	16		16			4		4	42	\$ 6,790.00									\$ 6,790.00
6.5	Update PS&E Documentation	1				8		16			16		4	45	\$ 6,385.00									\$ 6,385.00
6.6	Prepare Files for Caltrans	1				16		24			16		4	45	\$ 6,865.00									\$ 6,865.00
6.7	Update Environmental Permits	1				16		24			24		2	43	\$ 6,695.00									\$ 6,695.00
6.8	Quantities & Cost Estimate	1	8		3	16		24			58		40	2	144	\$ 19,630.00								\$ 19,630.00
6.9	QC Review					20		24					2	54	\$ 11,350.00									\$ 11,350.00
6.10	Utility Certification (C letters)	1				8		24					16	4	53	\$ 7,265.00								\$ 7,265.00
6.11	Utility Certification and Ready to Advise	1	4			4		24					2	35	\$ 5,315.00									\$ 5,315.00
6.12	RW Certification																							



Standard Rate Schedule

Effective June 1, 2018 to June 30, 2019

<u>Classification</u>	<u>Billing Rate per Hour</u>
Project Manager	\$285-\$295
Assistant Project Manager	\$220
Senior Bridge Engineer	\$225-\$265
QA/QC	\$220
Traffic Manager	\$210
Project Engineer	\$135 -155
Design Engineer	\$130 -140
Analyst	\$115 - \$125
Administrative Support	\$85 -\$110

Other Direct Costs: Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual cost. Mileage will be billed at the Federal Rate.

Subconsultant Mark-up: 10%

Earth Mechanics, Inc. Billing Rates Table 2016

Name	Classification	2018 Direct Hourly Rate	Overhead 185.21% (Fringe: 37.23 + OH 146.97 + GA 0)	Fee	2018 Hourly Billing Rate
Classifications					
	Principals	\$ 84.00	185.21%	10%	\$ 263.53
	Principal Engineers/Geologists	\$ 73.00	185.21%	10%	\$ 229.02
	Senior Engineers/Geologists	\$ 62.00	185.21%	10%	\$ 194.51
	Senior Project Engineers/Geologists	\$ 51.25	185.21%	10%	\$ 160.79
	Project Engineers/Geologists	\$ 46.50	185.21%	10%	\$ 145.88
	Senior Staff Engineers/Geologists	\$ 35.50	185.21%	10%	\$ 111.37
	Staff Engineers/Geologists	\$ 32.00	185.21%	10%	\$ 100.39
	Senior Technicians	\$ 39.50	185.21%	10%	\$ 123.92
	Technicians	\$ 19.00	185.21%	10%	\$ 59.61
	Administrative Assistants	\$ 33.00	185.21%	10%	\$ 103.53

2018 Schedule of Hourly Rates

Overland, Pacific & Cutler, LLC

Right of Way Management & Implementation

Senior Program Manager	\$250.00
Program Manager	\$200.00
Senior Project Manager	\$150.00
Project Manager/Project Controls Manager	\$130.00
Sr. Acquisition Agent/Sr. Relocation Agent/Sr. Analyst	\$115.00
Acquisition Agent/Relocation Agent/Analyst	\$105.00

Real Estate Appraisal

Senior Valuation Manager	\$275.00
Valuation Manager	\$250.00
Senior Valuation Analyst	\$225.00
Valuation Analyst	\$150.00
Assistant Valuation Analyst	\$105.00

Utility Coordination

Utility Manager	\$150.00
Senior Utility Coordinator	\$130.00
Utility Coordinator	\$115.00

Right of Way Engineering

Engineering Manager (PE)/Survey Manager (PLS)	\$200.00
Project Engineer (PE)/Project Surveyor (PLS)	\$150.00
Senior ROWE/Survey Analyst	\$130.00
ROWE/Survey Analyst	\$105.00

Property Management/Property Services

Property Management Supervisor	\$150.00
Property Manager	\$115.00
Property Services Supervisor	\$115.00
Community Liaison	\$105.00
Landscape Crewperson	\$40.00

Project Support/Administrative

Project Support Specialist	\$75.00
Administrative Assistant	\$55.00

GPA Consulting

231 California Street

El Segundo, CA 90245-

Tel: 310-792-2690 Fax: 310-792-2696

Service Fee Schedule Detail with Bill Rate

Filters Used:

Lancaster Avenue J and Avenue M

Employee/Group

Bill Rate

rgalvn	Richard	Galvin	Principal Env. Plann	\$210.00
agalvn	Andrea	Galvin	Principal Arch. Histo	\$205.00
tgrimes	Teresa	Grimes	Princpal Arch. Histo	\$205.00
mschrader	Marleka	Schrader	Sr. Associate	\$150.00
sglowacki	Stan	Glowacki	Sr. Biologist	\$150.00
lonell	Laura	O'Neill	Sr. Architectural Hist	\$150.00
mlogue	Melissa	Logue	Sr. Associate	\$150.00
esilva	Erinn	Silva	Sr. Env. Planner	\$150.00
jkachour	Jenna	Kachour	Sr. Architectural Hist	\$125.00
smayta	Sheri	Mayta	Sr. Biologist	\$110.00
jjohnson	Jennifer	Johnson	Assoc. Biologist	\$110.00
jogar	Jeanne	Ogar	Sr. Env. Planner	\$110.00
aduane	Amanda	Duane	Assoc. Arch. Historic	\$100.00
hhart	Hanna	Hart	Biologist	\$100.00

**TAFT ELECTRIC
EQUIPMENT RATES
EFFECTIVE APRIL 1, 2018 THRU MARCH 31, 2019**

EQUIPMENT DESCRIPTION	CLASS DESCRIPTION	HOURLY RATE
HAULER/CARRIER	TRUCK, TRAILERS, EXCL DUMP TRUCK & EQPT TRAIL	\$45.00
BUCKET TRUCK	HYDRAULIC PERSONNEL LIFTS & AERIAL WORK PLATFORMS	\$65.84
DUMP TRUCK	TRUCKS, DUMP, ON-HIGHWAY	\$56.00
BOOM TRUCK	HYDRAULIC CRANES & EXCAVATORS, TRUCK MTD,	\$78.00
UTILITY TRUCK	TRUCK, TRAILERS, EXCL DUMP TRUCK & EQPT TRAIL	\$33.00
3/4 TON TRUCK	TRUCK, TRAILERS, EXCL DUMP TRUCK & EQPT TRAIL	\$25.00
1/2 TON TRUCK	TRUCK, TRAILERS, EXCL DUMP TRUCK & EQPT TRAIL	\$21.50
BORING MACHINE	AUGERS, HORIZONTAL	\$500.00
VACCUUM	PUMPS, WATER HOSE	\$33.00
HOT MELT	BITUMINOUS DISTRIBUTORS	\$8.00
ARROWBOARD - SOLAR	TRAFFIC CONTROL & SAFETY DEVICES (HOURLY RATES)	\$9.57
AIR COMPRESSOR	AIR COMPRESSOR	\$21.00
BACKHOE	TRACTORS, RUBBER TIRE, INDUSTRIAL, FARM & SKID STEER	\$31.00
TRENCHER	TRANCHING MACHINE	\$36.00
WATER TRAILER	TRAILER, EQUIPMENT	\$0.75
WIRE TRAILER	TRAILER, EQUIPMENT	\$1.42
SAW TRUCK	TRUCK, TRAILERS, EXCL DUMP TRUCK & EQPT TRAIL	\$33.66
NON-OPERATED EQUIPMENT		
CONCRETE MIXER		\$3.36
LIGHT TOWER		\$7.61
SAWS		\$17.81
COMPACTOR, HAND-GUIDED		\$9.86
TRAFFIC CONES (per hundred)	DAILY RATE	\$15.39
FLAGS/SIGNS/STAND	DAILY RATE	\$2.84

****Note-All Equipment rentals will be subject to a 15% markup.
Invoices to follow.**

TAFT ELECTRIC COMPANY
LABOR BURDEN REPORT - L.A. - LOCAL 11
 Period January 29, 2018 through July 29, 2018

	Journeyman			Foreman			General Foreman		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$ 43.36	\$ 65.03	\$ 86.70	\$ 48.81	\$ 73.22	\$ 97.62	\$ 54.27	\$ 81.41	\$ 108.55
HEALTH & WELFARE	\$ 12.59	\$ 12.59	\$ 12.59	\$ 12.59	\$ 12.59	\$ 12.59	\$ 12.59	\$ 12.59	\$ 12.59
LOCAL PENSION	14.67	14.67	14.67	14.67	14.67	14.67	14.67	14.67	14.67
TRAINING FUND	0.71	0.71	0.71	0.71	0.71	0.71	0.71	0.71	0.71
NAT. PENSION (3%)	1.30	1.95	2.60	1.46	2.20	2.93	1.63	2.44	3.26
CO-OP FUND (LMCC)	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
NEIF (1%)	0.43	0.65	0.87	0.49	0.73	0.98	0.54	0.81	1.09
UNION BURDEN	\$ 30.10	\$ 30.97	\$ 31.84	\$ 30.32	\$ 31.30	\$ 32.27	\$ 30.54	\$ 31.63	\$ 32.71
F.I.C.A. (7.65%)	\$ 3.32	\$ 4.97	\$ 6.63	\$ 3.73	\$ 5.60	\$ 7.47	\$ 4.16	\$ 6.23	\$ 8.30
F.U.I. (.8%)	0.35	0.52	0.69	0.39	0.59	0.78	0.43	0.65	0.87
S.U.I. (6.2%)	2.69	4.03	5.38	3.03	4.54	6.06	3.37	5.05	6.73
TAX BURDEN	\$ 6.35	\$ 9.53	\$ 12.70	\$ 7.15	\$ 10.73	\$ 14.30	\$ 7.95	\$ 11.93	\$ 15.90
LIABILITY INSURANCE 5.40%	\$ 2.34	\$ 3.51	\$ 4.68	\$ 2.64	\$ 3.95	\$ 5.27	\$ 2.93	\$ 4.40	\$ 5.86
WORKMAN'S COMP	1.17	1.17	1.17	1.31	1.31	1.31	1.46	1.46	1.46
INSURANCE BURDEN	\$ 3.51	\$ 4.68	\$ 5.85	\$ 3.95	\$ 5.27	\$ 6.59	\$ 4.39	\$ 5.86	\$ 7.32
DIRECT COST PER HOUR	\$ 83.31	\$ 110.20	\$ 137.09	\$ 90.24	\$ 120.51	\$ 150.79	\$ 97.16	\$ 130.82	\$ 164.49
DIRECT COST PER DAY	\$ 666.50			\$ 721.89			\$ 777.27		
DIRECT COST PER WEEK	\$ 3,332.52			\$ 3,609.44			\$ 3,886.35		

01/02/18

WORKMAN'S COMP RATES: LESS THAN \$32.00/HOUR = 5.658%
 WORKMAN'S COMP RATES: GREATER THAN \$32.00/HOUR = 2.693%

TAFT ELECTRIC CO.
LABOR BURDEN REPORT
 Period of July 3, 2017 to July 1, 2018

LABORERS	GROUP 1			GROUP 2			GROUP 3		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$33.19	\$49.79	\$66.38	\$33.74	\$50.61	\$67.48	\$34.29	\$51.44	\$68.58
HEALTH & WELFARE	\$7.12	\$7.12	\$7.12	\$7.12	\$7.12	\$7.12	\$7.12	\$7.12	\$7.12
LOCAL PENSION	\$7.53	\$7.53	\$7.53	\$7.53	\$7.53	\$7.53	\$7.53	\$7.53	\$7.53
TRAINING FUND	\$0.69	\$0.69	\$0.69	\$0.69	\$0.69	\$0.69	\$0.69	\$0.69	\$0.69
VACATION	\$4.59	\$4.59	\$4.59	\$4.59	\$4.59	\$4.59	\$4.59	\$4.59	\$4.59
INDUSTRY FUND	\$0.08	\$0.08	\$0.08	\$0.08	\$0.08	\$0.08	\$0.08	\$0.08	\$0.08
LABORERS TRUSTS' ATF	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
CCC & CAF	\$0.47	\$0.47	\$0.47	\$0.47	\$0.47	\$0.47	\$0.47	\$0.47	\$0.47
UNION BURDEN	\$20.54	\$20.54	\$20.54	\$20.54	\$20.54	\$20.54	\$20.54	\$20.54	\$20.54
F.I.C.A. (7.65%)	\$2.89	\$4.16	\$5.43	\$2.93	\$4.22	\$5.51	\$2.97	\$4.29	\$5.60
F.U.I. (.8%)	\$0.30	\$0.44	\$0.57	\$0.31	\$0.44	\$0.58	\$0.31	\$0.45	\$0.59
S.U.I. (6.2%)	\$2.34	\$3.37	\$4.40	\$2.38	\$3.42	\$4.47	\$2.41	\$3.47	\$4.54
TAX BURDEN	\$5.53	\$7.97	\$10.40	\$5.62	\$8.09	\$10.56	\$5.70	\$8.21	\$10.72
LIABILITY INSURANCE 5.4%	\$2.04	\$2.94	\$3.83	\$2.07	\$2.98	\$3.89	\$2.10	\$3.03	\$3.95
WORKMAN'S COMP 4.785%	\$1.81	\$1.81	\$1.81	\$1.83	\$1.83	\$1.83	\$1.86	\$1.86	\$1.86
INSURANCE BURDEN	\$3.85	\$4.74	\$5.64	\$3.90	\$4.81	\$5.73	\$3.96	\$4.89	\$5.81
DIRECT COST PER HOUR	\$63.11	\$83.03	\$102.96	\$63.80	\$84.05	\$104.30	\$64.49	\$85.07	\$105.65
DIRECT COST PER DAY	\$504.90			\$510.39			\$516.89		
DIRECT COST PER WEEK	\$2,524.51			\$2,561.97			\$2,579.43		

NOTE:

LABORER'S WORKER'S COMP RATES: 4.785%

TAFT ELECTRIC CO.
LABOR BURDEN REPORT
 Period of July 3, 2017 to July 1, 2018

LABORERS	GROUP 4			GROUP 5-USE WHEN BORING		
	St. Time	1.5 Time	2 Time	St. Time	1.5 Time	2 Time
WAGES	\$35.84	\$53.76	\$71.68	\$36.19	\$54.29	\$72.38
HEALTH & WELFARE	\$7.12	\$7.12	\$7.12	\$7.12	\$7.12	\$7.12
LOCAL PENSION	\$7.53	\$7.53	\$7.53	\$7.53	\$7.53	\$7.53
TRAINING FUND	\$0.69	\$0.69	\$0.69	\$0.69	\$0.69	\$0.69
VACATION	\$4.59	\$4.59	\$4.59	\$4.59	\$4.59	\$4.59
INDUSTRY FUND	\$0.08	\$0.08	\$0.08	\$0.08	\$0.08	\$0.08
LABORERS TRUSTS' ATF	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06	\$0.06
CCC & CAF	\$0.47	\$0.47	\$0.47	\$0.47	\$0.47	\$0.47
UNION BURDEN	\$20.54	\$20.54	\$20.54	\$20.54	\$20.54	\$20.54
F.I.C.A. (7.65%)	\$3.09	\$4.46	\$5.83	\$3.12	\$4.50	\$5.89
F.U.I. (.8%)	\$0.32	\$0.47	\$0.61	\$0.33	\$0.47	\$0.62
S.U.I. (6.2%)	\$2.51	\$3.62	\$4.73	\$2.53	\$3.65	\$4.77
	\$5.92	\$8.55	\$11.17	\$5.97	\$8.63	\$11.28
LIABILITY INSURANCE 5.4%	\$2.18	\$3.15	\$4.12	\$2.20	\$3.18	\$4.16
WORKMAN'S COMP 4.785%	\$1.93	\$1.93	\$1.93	\$1.95	\$1.95	\$1.95
INSURANCE BURDEN	\$4.12	\$5.09	\$6.05	\$4.15	\$5.13	\$6.11
DIRECT COST PER HOUR	\$66.42	\$87.93	\$109.45	\$66.86	\$88.58	\$110.30
DIRECT COST PER DAY	\$531.37			\$534.86		
DIRECT COST PER WEEK	\$2,656.83			\$2,674.31		

NOTE:

LABORER'S WORKER'S COMP RATES: 4.785%



**SURVEYING FEE SCHEDULE
JUNE 2018 - SEPTEMBER 2019**

Projects that are performed on an hourly basis will be billed per the fee schedule below. Field time will be billed portal to portal at the following rates:

Principal Engineer/Surveyor	\$	165.00/HR
Professional Surveyor.....	\$	120.00/HR
Prevailing Wage Survey Crew (Two-Man or Robotic).....	\$	245.00/HR
Prevailing Wage Survey Crew (One-Man).....	\$	185.00/HR
Professional Engineer.....	\$	125.00/HR
Engineer in Training.....	\$	110.00/HR
CAD/GIS Draftsperson.....	\$	100.00/HR
Secretary / Administrative Assistant.....	\$	45.00/HR
Subsistence (Person/Day).....	\$	100.00
Mileage.....	\$	0.55/Mile

**SURVEYING FEE SCHEDULE
JUNE 2018 - SEPTEMBER 2019**

Listed hereon are typical prices for land surveying services most frequently performed by AESI's surveyors. Prices for other services not listed will be provided upon request.

BASIS OF TIME

STRAIGHT TIME:	Monday thru Friday 8 hours between 7:00 a.m. and 5:00 p.m.
OVERTIME:	Monday thru Friday Between 5:00 p.m. and 7:00 a.m., and all day Saturday Rate: Time and a half
PREMIUM TIME:	All day Sunday and Holidays Rate: Double time
PER DIEM:	\$100.00 per day when location of work dictates.

BASIS OF CHARGES

Prices shown are for a complete survey crew, and include modern, up-to-date electronic equipment, materials, and a fully-equipped vehicle.

Administrative fees will be charged for Department of Industrial Relations (DIR) certified payroll preparation and coordination.

Rental of special equipment, machining, freight and other charges advanced are invoiced at cost.

Miscellaneous expenses encountered in performance, such as field offices, tolls, and permits are billed at cost.

This fee schedule is effective from June 1, 2018 through September 30, 2019. If the project requires prevailing wage rates, those fees will be provided.

STAFF REPORT
City of Lancaster

CC 8
07/10/18
MVB

Date: July 10, 2018

To: Mayor Parris and City Council Members

From: Jason Caudle, Deputy City Manager

Subject: **Quitclaim Deed from a KFG Investment Company, a California Corporation**

Recommendation:

Adopt **Resolution No. 18-37**, approving acceptance of a quitclaim deed for APN 3268-018-900 from KFG Investment Company, a California Corporation; and authorize the City Manager, or his designee, to execute all related documents.

Fiscal Impact:

None.

Background:

In 2000, the City of Lancaster and Timber Properties, entered into a grant deed agreement recorded as Instrument No. 00-1956002, wherein Timber Properties granted the City with 22.43 acres located on 80th West South of Avenue G for the purposes of developing a public park.

A public park has not been developed and there is no intention for the City to pursue the development of a park on this property.

KFG Investment Company, as successor-in-interest to Timber Properties, requests that the City accept a quitclaim deed for APN 3268-018-900. With the City's acceptance of the quitclaim deed, KFG Investment Company will relinquish their interest to the City, and terminate their rights, title and interest contained in the grant deed agreement dated November 28, 2000, and recorded December 15, 2000 in the Official Records of the County Recorder of Los Angeles, State of California.

JC:pg

Attachments:

Resolution No. 18-37
Quitclaim Deed and Release of Condition and Reversionary Interest
Instrument No. 00-1956002

RESOLUTION NO. 18-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, APPROVING ACCEPTANCE OF A QUITCLAIM DEED FROM A KFG INVESTMENT COMPANY, A CALIFORNIA CORPORATION

WHEREAS, on November 28, 2000, Timber Properties, Ltd., a California limited partnership ("Timber Properties"), conveyed certain real property ("Property") to the City of Lancaster ("City") by a grand deed ("Timber Properties Deed") recorded on December 15, 2000, as document number 00-1956002 in the official records of the Los Angeles County Recorder; and

WHEREAS, the Timber Properties Deed was and is subject to an express condition that, should the City at any time fail to use the Property for public park purposes, the Property shall revert to and revest in Timber Properties; and

WHEREAS, Timber Properties transferred its interest in the Property, including its rights under the Timber Properties Deed, to KFG Investment Company, a California corporation ("KFG Investment"), pursuant to the Certificate of Amendment of Articles of Incorporation endorsed-filed in the Office of the Secretary of State of the State of California dated as of February 11, 2004 and February 4, 2009; and

WHEREAS, KFG Investment now desires to transfer its remaining interest in the Property, including its rights under the Timber Properties Deed, to the City pursuant to the quitclaim deed ("KFG Quitclaim Deed") that is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the City desires to accept the KFG Quitclaim Deed in order to effectively terminate the public park use restriction and condition set forth in the Timber Properties Deed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER AS FOLLOWS:

Section 1. The City Council finds and determines that the statements set forth in the Recitals above are true, correct and a substantive part of this Resolution.

Section 2. The City Council hereby accepts the KFG Quitclaim Deed in substantially the form attached hereto, subject to such revisions as may be made by the City Manager or his designee. The City Manager is hereby authorized to execute the acceptance of the KFG Quitclaim Deed on the City's behalf.

Section 3. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED and ADOPTED this 10th day of July, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF LANCASTER)

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster,
California, do hereby certify that this is a true and correct copy of the original Resolution No. 18-
37, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this
_____ day of _____, _____.

(seal)

EXHIBIT "A"

RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED RETURN TO:
MAIL TAX STATEMENTS TO:

City of Lancaster
44933 North Fern Avenue
Lancaster, CA 93534
Attn: Mark V. Bozigian, City Manager

APN: 3268-018-900 TRA: 02417

Space Above This Line for Recorder's Use Only

The Undersigned Grantor(s) Declare(s):

CITY TRANSFER TAX \$0.00

DOCUMENTARY TRANSFER TAX \$0.00

This conveyance confirms title to the grantee(s) who continue to hold the same interest acquired on November 28, 2000, Document Number 00-1956002 of Official Records.

QUITCLAIM DEED

AND RELEASE OF CONDITION AND REVERSIONARY INTEREST

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KFG INVESTMENT COMPANY, a California S Corporation, as successor-in-interest to TIMBER PROPERTIES, LTD., a California limited partnership ("Grantor"), does hereby remise, release, and forever quitclaim to CITY OF LANCASTER, a municipal corporation ("Grantee"), Grantee being the current owner of the real property affected hereby, all of Grantor's right, title and interest in and to that certain real property located in Los Angeles County, California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, and does hereby release, relinquish, extinguish, and terminate all of its rights, title, and interest, if any, arising under and by virtue any and all conditions and/or reversionary interests contained in that certain Grant Deed dated November 28, 2000, recorded on December 15, 2000 as Instrument No. 00-1956002, in the Official Records of the County Recorder of Los Angeles, State of California.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim and Release of Condition and Reversionary Interest on the dates set forth below.

[signature page follows]

GRANTOR:

Date: _____

KFG INVESTMENT COMPANY,
a California S Corporation

By: _____

Name: _____

Its: _____

Exhibit "A"

Those portions of the South half of the Southwest quarter of the Northwest quarter and of the North half of the Northwest quarter of the Southwest quarter of Section 4, Township 7 North, Range 13 West, San Bernardino Base and Meridian, in the City of Lancaster, County of Los Angeles, State of California, described as a whole as follows:

Beginning at the southwest corner of said North half of the Northwest quarter of the Southwest quarter of said Section 4; thence, along the west line of said North half,

1st - North 0°58'35" West 592.96 feet; thence, leaving said west line,

2nd - North 89°51'35" East 332.92 feet; thence,

3rd - North 0°08'25" West 68.56 feet to the north line of said North half; thence, along said north line,

4th - North 89°51'35" East 414.32 feet; thence, leaving said north line,

5th - North 0°08'25" West 222.70 feet; thence,

6th - North 89°51'35" East 569.25 feet to the east line of said South half of the Southwest quarter of the Northwest quarter of said Section 4; thence, along said east line,

7th - South 0°58'37" East 222.73 feet to the northeast corner of said North half of the Northwest quarter of the Southwest quarter of said Section 4; thence, along the east line of said North half,

8th - South 0°58'32" East 661.14 feet to the south line of said North half of the Northwest quarter of the Southwest quarter of said Section 4; thence, along said south line,

9th - South 89°50'35" West 1320.72 feet to the point of beginning.

Except therefrom all oil, gas, minerals and other hydrocarbon substances in and under said land from the depth of 50 feet with no right of entry upon the surface thereon, together with all rents, issues and profits therefrom, as reserved in deed recorded July 6, 1988 as Instrument No. 88-1056969 of Official Records.

APN: 3268-018-900

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed under the foregoing Grant Deed by KFG INVESTMENT COMPANY, a California S Corporation, as successor-in-interest to TIMBER PROPERTIES, LTD., a California limited partnership, to the **CITY OF LANCASTER**, a municipal corporation (“City”), is hereby accepted by the City Council of the City pursuant to authority conferred by action of said City Council on June 26, 2018 and the City consents to recordation thereof.

Dated: _____

CITY OF LANCASTER, a municipal corporation

By: _____

Its: _____



00-1956002

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
10:21 AM DEC 15 2000

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

FEE

D.T.T.

FREE A

3

CODE
20

CODE
19

CODE
9

Assessor's Identification Number (AIN)

To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY

00-1956002

2

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name City of Lancaster
Street Address 44933 North Fern Avenue
City & State Zip Lancaster, CA 93534
Attn.: Redevelopment Dept.

Title Order No. Escrow No.

T 355 Legal (2-94) Free recording is requested pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ NONE

unincorporated area City of Lancaster

Parcel No.

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
TIMBER PROPERTIES, LTD., A CALIFORNIA LIMITED PARTNERSHIP (as the "Grantor")

hereby GRANT(S) to CITY OF LANCASTER, A MUNICIPAL CORPORATION (as the "Grantee")
for use as a public park facility

the following described real property in the City of Lancaster
county of Los Angeles, state of California:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF MARKED EXHIBIT "A" AND
MORE CLEARLY DEFINED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

This Grant is made and accepted upon the express condition that if the Grantee, its
successors and assigns, shall at any time fail to use the property for public park
purposes, then the estate hereby conveyed shall revert to and revest in the Grantor,
his heirs, successors or assigns who shall have the right of immediate re-entry upon
the premises hereby conveyed.

Dated Nov. 28, 2000

STATE OF CALIFORNIA
COUNTY OF Los Angeles } S.S.

On Nov. 28, 2000 before me,

Karen LeGrand
a Notary Public in and for said County and State, personally appeared
Monty Polson & James H. Desrosiers

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by he/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
Signature Karen LeGrand

TIMBER PROPERTIES, LTD., a California
Limited Partnership, BY: Three Springs
Corporation, General Partner

BY: Monty Polson, Vice President

BY: James H. Desrosiers, Secretary



(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

EXHIBIT A**PARK AREA**

Those portions of the South half of the Southwest quarter of the Northwest quarter and of the North half of the Northwest quarter of the Southwest quarter of Section 4, Township 7 North, Range 13 West, San Bernardino Base and Meridian, in the City of Lancaster, County of Los Angeles, State of California, described as a whole as follows:

Beginning at the southwest corner of said North half of the Northwest quarter of the Southwest quarter of said Section 4; thence, along the west line of said North half,

- 1st - North 0°58'35" West 592.96 feet; thence, leaving said west line,
- 2nd - North 89°51'35" East 332.92 feet; thence,
- 3rd - North 0°08'25" West 68.56 feet to the north line of said North half; thence, along said north line,
- 4th - North 89°51'35" East 414.32 feet; thence, leaving said north line,
- 5th - North 0°08'25" West 222.70 feet; thence,
- 6th - North 89°51'35" East 569.25 feet to the east line of said South half of the Southwest quarter of the Northwest quarter of said Section 4; thence, along said east line,
- 7th - South 0°58'37" East 222.73 feet to the northeast corner of said North half of the Northwest quarter of the Southwest quarter of said Section 4; thence, along the east line of said North half,
- 8th - South 0°58'32" East 661.14 feet to the south line of said North half of the Northwest quarter of the Southwest quarter of said Section 4; thence, along said south line,
- 9th - South 89°50'35" West 1320.72 feet to the point of beginning.

Containing 22.443 acres, more or less.



[Signature]
27 Nov. '00

W.O. 13493.01
21 June 2000
RDH:rdh

N 1/2 OF SW 1/4 OF NW 1/4 00-1956002

4

NE 1/4 SEC 5

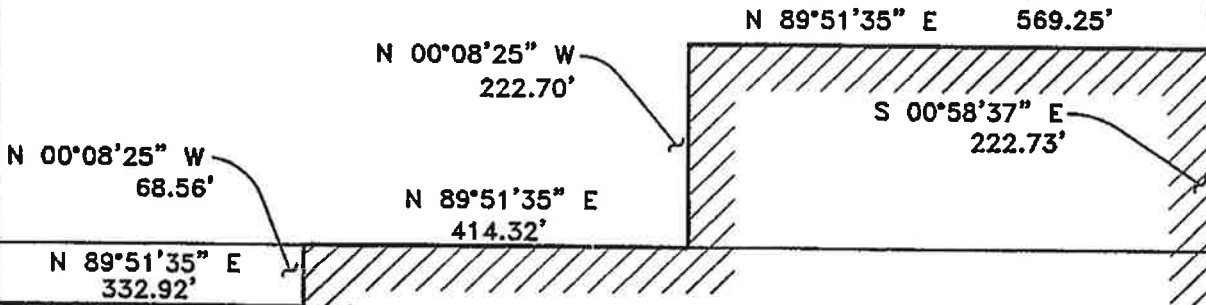
80TH STREET WEST

SE 1/4 SEC 5

N 00°58'35" W 592.96'

S 1/2 OF SW 1/4 OF NW 1/4

S 1/2 OF SE 1/4 OF NW 1/4



PORTIONS OF THE S 1/2 OF SW 1/4 OF NW 1/4 AND OF THE N 1/2 OF NW 1/4 OF SW 1/4 OF SECTION 4, T7N, R13W, SBBM 22.443 ACRES, MORE OR LESS

S 00°58'32" E 661.14'
N 1/2 OF NE 1/4 OF SW 1/4

N 1/2 OF NW 1/4 OF SW 1/4

S 89°50'35" W 1320.72'

S 1/2 OF NW 1/4 OF SW 1/4

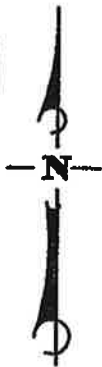


EXHIBIT B
PARK AREA
JUNE 2000

CITY OF LANCASTER, CALIF.

Penfield & Smith
ENGINEERS • SURVEYORS

[Signature]
27 Nov. '00

13493.01

13493EX1.DWG

1"=200'

STAFF REPORT
City of Lancaster

CC 9
07/10/18
MVB

Date: July 10, 2018

To: Mayor Parris and City Council Members

From: Jason Caudle, Deputy City Manager
Cathy DeFalco, Lancaster Choice Energy Manager

Subject: **Award Professional Services Agreement to Braun, Blaising, Smith & Wynn, PC**

Recommendation:

Award a professional services agreement with Braun, Blaising, Smith & Wynn, PC (“BBSW”), in the amount not to exceed \$350,000.00 for Regulatory Legal Representation; and authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

\$350,000.00; sufficient funds are available in the Lancaster Choice Energy (“LCE”) budget. A portion of the cost for these services will be paid for through revenue collected by California Choice Energy Authority.

Background:

BBSW provides regulatory legal services. These services include representing the City of Lancaster, LCE, and California Choice Energy Authority (“CCEA”) before the California Public Utilities Commission (“CPUC”). BBSW advises staff regarding pending and/or anticipated CPUC matters, rate cases, and rule changes that may affect LCE’s and/or CCEA’s interests. They also assist in the preparation and submission of required regulatory compliance filings at the CPUC and the California Energy Commission.

Therefore, staff requests approval to award an agreement to BBSW in the amount not to exceed \$350,000.00 for legal services.

CD:ef

Attachment:

Agreement for Professional Consultant Services – Braun, Blaising, Smith & Wynn, PC

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this “AGREEMENT”) is made and entered into this ____ day of _____, 2018, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the “OWNER”), and Braun Blaising Smith Wynne, P.C. (the “CONSULTANT”) (collectively, sometimes referred to hereinafter as the “Parties”).

RECITALS

WHEREAS, OWNER desires to engage CONSULTANT to perform certain technical and professional services, as provided herein, identified as:

REGULATORY LEGAL REPRESENTATION

WHEREAS, the principal members of CONSULTANT are qualified and duly registered/licensed under the laws of the State of California, and CONSULTANT desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster.
- B. CONSULTANT: Braun Blaising Smith Wynne, P.C.

2. **Notices.** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

OWNER Mark Bozigian
 City Manager
 City of Lancaster
 44933 North Fern Avenue
 Lancaster, California 93534
 (661) 723-6035

CONSULTANT Scott Blaising
 Braun Blaising Smith Wynne, P.C.
 915 L Street, Suite 1480
 Sacramento, CA 95814
 (916) 712-3961

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **No Guarantee of Result.** CONSULTANT does not guarantee any particular result arising out of CONSULTANT's representation of OWNER. OWNER acknowledges and agrees that any comments CONSULTANT makes about potential outcomes, including any timetables, budgets, or fee estimates, are expressions of opinion only, are neither promises nor guarantees, and are not binding.

5. **Description of Work.** OWNER hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to perform professional legal services set forth in the "Scope of Services" attached hereto as Exhibit "A". CONSULTANT shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in the Scope of Services. The Lancaster Choice Energy Director or his or her designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Lancaster Choice Energy Director, or his or her designee.

6. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONSULTANT for all work and services described in the Scope of Services is not to exceed \$ 350,000. CONSULTANT'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, at the hourly rates set forth in Exhibit A.

B. No payment made hereunder by OWNER to CONSULTANT, other than the final payment, shall be construed as an acceptance by OWNER of any work or materials, nor as evidence of satisfactory performance by CONSULTANT of its obligations under this AGREEMENT.

7. **Obligations of the CONSULTANT.**

A. CONSULTANT shall perform as required by this AGREEMENT. CONSULTANT also warrants on behalf of itself and all subcontractors engaged for the performance of this AGREEMENT.

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

8. **Audit.** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to OWNER as a condition precedent to any payment to CONSULTANT.

9. **Hold Harmless and Indemnification.** Consultant agrees to indemnify and hold harmless the City, its officers and employees, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney's fees, incurred to the extent arising out of or related to Consultant's negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Consultant agrees to defend the City, its officers and employees, using counsel of

the City's choosing, from and against any and all claims covered by the indemnity in the preceding sentence.

10. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Lancaster Choice Energy Director and CONSULTANT.

11. **Term; Effective Date.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the Consultant. This Agreement shall continue in full force and effect for twelve (12) months, unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and the Consultant may mutually agree in writing to extend the Term of this Agreement.

12. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this AGREEMENT, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONSULTANT will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability 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.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this AGREEMENT. OWNER 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.

13. **Termination.**

A. Either party may terminate this AGREEMENT at any time without cause by giving written notice to the other of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Consultant will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

B. For Cause. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, Consultant shall correct such failure within ten (10) days (or such longer period that the City may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, the City may immediately terminate the Agreement by written notice to Consultant.

C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents (collectively, "documents") related to the Services shall become the City's property. Consultant shall provide all documents to the City that have not yet been within ten (10) calendar days after termination of the Agreement.

13. **Independent Contractor.** CONSULTANT is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONSULTANT is an independent contractor.

14. **Insurance.**

A. The Consultant, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed “A-, VIII” or better in the Best’s Key Rating Guide:

Commercial General Liability

Each Occurrence \$1,000,000

Per Policy General Aggregate \$2,000,000

Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage

(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)

Commercial Automobile Liability

Combined Single Limit per Accident for

Bodily Injury and Property Damage \$1,000,000

(Coverage shall be at least as broad as ISO form CA00 01)

Workers Compensation

As Required by the State of California Statutory Limits

Employers’ Liability

Each Accident \$1,000,000

Bodily Injury by Disease \$1,000,000

Each Employee \$1,000,000

(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers’ Liability policies)

Professional Liability

Each Occurrence \$2,000,000

General Aggregate \$2,000,000

B. The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured’s liability.

C. Professional liability and/or cyber insurance written on a “claims made” basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

D. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City’s option, either the insurer shall reduce or eliminate such deductibles or self-insured

retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant's insurance and shall not contribute with it.

F. Consultant shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:

REGULATORY LEGAL REPRESENTATION

The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."

(3) List in the "Certificate Holder" section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

15. **Commencement and Completion of Work.** The services of CONSULTANT commence on July 1, 2018 and will terminate, unless amended by mutual agreement of the PARTIES, on June 30, 2019.

16. **Ownership of Documents.** All reports and other documents prepared by CONSULTANT pursuant to this AGREEMENT shall become the property of OWNER. OWNER is entitled to full and unrestricted use of such contracts, drafts, correspondence, pleadings, reports and other documents.

17. **Data Provided to CONSULTANT.** OWNER shall provide to CONSULTANT, without charge, all data, including reports, records, maps and other information, now in the OWNER's possession which may facilitate the timely performance of the work described in the Scope of Services.

18. **CONSULTANT's Warranties and Representations.**

CONSULTANT warrants and represents to OWNER as follows:

A. CONSULTANT has not employed or retained any person or entity, other than a bona fide employee working exclusively for CONSULTANT, to solicit or obtain this AGREEMENT.

B. CONSULTANT has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach or violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. CONSULTANT has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONSULTANT, and that if any such interest comes to the knowledge of CONSULTANT at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, CONSULTANT has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

19. **Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

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

20. **Exhibits.**

The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Services

Exhibit "B" Payment Clause

21. **Governing Law.**

This AGREEMENT shall be governed by the laws of the State of California.

22. **Effective Date.**

This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONSULTANT, executes this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed and attested by their respective officers thereunto duly authorized.

“OWNER”
CITY OF LANCASTER
LANCASTER, CALIFORNIA

Approved By Department Head:

By: _____
Jason Caudle, Deputy City Manager

Dated: _____

By: _____
Mark V. Bozigian, City Manager

Dated: _____

"CONSULTANT"
BRAUN BLAISING SMITH WYNNE, P.C.

By: _____
Scott Blaising, Principal

Dated: _____

ATTEST:

Britt Avrit, MMC
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The work to be performed under this contract shall include:

- Represent the City of Lancaster and Lancaster Choice Energy (collectively, "LCE"), and California Choice Energy Authority ("CCEA") before the California Public Utilities Commission ("CPUC").
- Advise LCE and CCEA regarding pending and/or anticipated CPUC matters that may affect LCE's and/or CCEA's interests.
- Advise LCE and CCEA regarding rate cases that may affect LCE's or CCEA's interests.
- Advise LCE and CCEA regarding CPUC rule changes that may affect LCE's and CCEA's interests.
- Assist LCE and CCEA in the preparation and submission of required filings at the CPUC and the California Energy Commission.

EXHIBIT "B"

**TERM, PAYMENT AND TIME FOR COMMENCEMENT AND COMPLETION
CLAUSE**

Term. This Agreement shall commence on July 1, 2017. This Agreement shall continue in full force and effect until June 30, 2018 ("Term"), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the OWNER and the CONSULTANT may mutually agree in writing to extend the Term of this Agreement.

Payment. The OWNER shall compensate the CONSULTANT based upon the following hourly rate schedule:

Senior Partners	\$415
Junior Partners	\$355
Senior Associates	\$305
Junior Associates	\$275
Of Counsel	\$305-\$345
Contract Associate (As Authorized):	\$290
Law Clerk and Associates Not Admitted to Bar:	\$165

Time shall be billed in .10-hour increments.

Scott Blaising, Principal
Braun Blaising Smith Wynne, P.C.

STAFF REPORT
City of Lancaster
Lancaster Financing Authority

JNB 1
07/10/18
MVB

Date: July 10, 2018

To: Mayor Parris and City Council Members
Chairman Parris and Authority Members

From: Jason Caudle, Deputy City Manager

Subject: **Reimbursement to City for Funds Spent on Projects**

City Council Recommendation:

Adopt **Resolution No. 18-38**, permitting the City of Lancaster to reimburse itself for capital expenditures incurred earlier than 60 days prior to the issuance of debt.

Lancaster Financing Authority Recommendation:

Adopt **Resolution No. FA 01-18**, regarding its intention to issue tax-exempt obligations.

Fiscal Impact:

Approval of this action has no impact on the FY19 budget. In the absence of a reimbursement resolution, the City would be limited to reimbursing only expenditures incurred within 60 days of any issuance of commercial paper or bonds. This short time frame would preclude a significant amount of capital expenditures from being eligible to be funded from bond proceeds.

Background:

The City of Lancaster intends to accelerate a portion of its capital improvement plan with respect to infrastructure and facilities projects during the next several fiscal years. To accomplish this, the issuance of debt is anticipated to enhance the City's ability to efficiently and effectively contract for and complete these projects.

The City proposes to issue debt and use the proceeds to fund capital expenditures for new improvements and rehabilitation and replacement of existing infrastructure and facilities. Funding from existing reserves and fund balances to complete these projects is not viable. Debt financing is a fiscally responsible and prudent way to make the necessary infrastructure and facilities investments and reinvestments and will take advantage of current market conditions which make the cost of borrowing very low due to historically low interest rates. Council adoption of this Resolution for Reimbursement will allow funds expended on FY 2018-19 projects after this resolution's passage date to be reimbursed from proceeds resulting from a future bond sale. Without the resolution, the City is limited by the federal tax code to reimbursement of expenditures incurred 60 days or less prior to the issuance of the bonds. Adopting the resolution does not obligate the City to sell bonds. Rather, it puts the City in a position to reimburse current and anticipated near term capital expenditures from bond proceeds in the event the City does sell bonds.

JC:te

Attachments

Resolution No. 18-38

Resolution No. FA 01-18

RESOLUTION NO. 18-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, PERMITTING THE CITY OF LANCASTER TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED EARLIER THAN 60 DAYS PRIOR TO THE ISSUANCE OF DEBT

WHEREAS, the City of Lancaster (the “Issuer”) desires to finance the costs of acquiring and constructing various improvements to City facilities, including but not limited to all or a portion of the facilities and improvements set forth in Exhibit A attached hereto and incorporated herein (the “Project”);

WHEREAS, the Issuer intend to finance all or a portion of the costs of the Project with the proceeds of the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the “Obligations”);

WHEREAS, prior to the issuance of the Obligations, the Issuer desires to incur certain expenditures with respect to the Project from available monies of the Issuer which expenditures are desired to be reimbursed by the Issuer from the proceeds of the sale of the Obligations;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER AS FOLLOWS:

Section 1. The Issuer hereby states its intention and reasonably expects to reimburse, with proceeds of the Obligations, Project costs incurred prior to the issuance of the Obligations.

Section 2. The reasonably expected maximum principal amount of the Obligations is \$12,000,000.

Section 3. This resolution is being adopted on or prior to the date that is not later than 60 days after the date or dates that the Issuer will expend monies for costs of the Project to be reimbursed from proceeds of the Obligations (such date or dates, the “Expenditure Date or Dates”).

Section 4. Except as described below, the expected date of issue of the Obligations will be within eighteen months of the later of the Expenditure Date or Dates and the date the applicable portion of the Project is placed in service; provided, the reimbursement may not be made more than three years after an Expenditure Date.

Section 5. Proceeds of the Obligations to be used to reimburse for Project costs are not expected to be used, within one year of reimbursement, directly or indirectly to pay debt service with respect to any obligation (other than to pay current debt service coming due within the next succeeding one year period on any tax-exempt obligation of the Issuer (other than the Obligations)) or to be held as a reasonably required reserve or replacement fund with respect to an obligation of the Issuer or any entity related in any manner to the Issuer, or to reimburse any expenditure that was originally paid with the proceeds of any obligation, or to replace funds that are or will be used in such manner.

Section 6. This resolution is consistent with the budgetary and financial circumstances of the Issuer, as of the date hereof. No monies from sources other than the Obligation issue are, or are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer (or any related party) pursuant to their budget or financial policies with respect to the Project costs. To the best of our knowledge, this Commission is not aware of the previous adoption of official intents by the Issuer that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

Section 7. The limitations described in Section 3 and Section 4 do not apply to (a) costs of issuance of the Obligations, (b) an amount not in excess of the lesser of \$100,000 or five percent (5%) of the proceeds of the Obligations, or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of construction, not in excess of twenty percent (20%) of the aggregate issue price of the Obligations that finances the Project for which the preliminary expenditures were incurred.

Section 8. This resolution is adopted as official action of the Issuer in order to comply with Treasury Regulation § 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Issuer expenditures incurred prior to the date of issue of the Obligations, is part of the Issuer's official proceedings, and will be available for inspection by the general public at the main administrative office of the Issuer.

Section 9. This declaration of intent does not bind the Issuer to make any expenditure, incur any indebtedness, or proceed with the Project.

Section 10. All the recitals in this Resolution are true and correct and this Board of Directors so finds, determines and represents.

PASSED, APPROVED, and ADOPTED this 10th day of July, 2018 by the following vote:

AYES:

NOES

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss
CITY OF LANCASTER }

CERTIFICATION OF RESOLUTION
CITY OF LANCASTER

I, _____, _____ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. 18-38, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this _____ day of _____, _____.

(seal)

EXHIBIT A
DESCRIPTION OF PROJECT

The Project will include all or a portion of City Infrastructure and Modernization Enhancements.

RESOLUTION NO. FA 01-18

A RESOLUTION OF THE LANCASTER FINANCING
AUTHORITY OF THE CITY OF LANCASTER REGARDING
ITS INTENTION TO ISSUE TAX-EXEMPT OBLIGATIONS

WHEREAS, the Lancaster Financing Authority (the “Issuer”) desires to assist the City of Lancaster (the “City”) in financing the costs of acquiring and constructing various improvements to City facilities, including but not limited to all or a portion of the facilities and improvements set forth in Exhibit A attached hereto and incorporated herein (the “Project”);

WHEREAS, the Issuer intend to finance all or a portion of the costs of the Project with the proceeds of the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the “Obligations”);

WHEREAS, prior to the issuance of the Obligations, the Issuer desires to incur certain expenditures with respect to the Project from available monies of the Issuer which expenditures are desired to be reimbursed by the Issuer from the proceeds of the sale of the Obligations;

NOW, THEREFORE, BE IT RESOLVED BY THE LANCASTER FINANCING AUTHORITY AS FOLLOWS:

Section 1. The Issuer hereby states its intention and reasonably expects to reimburse, with proceeds of the Obligations, Project costs incurred prior to the issuance of the Obligations.

Section 2. The reasonably expected maximum principal amount of the Obligations is \$12,000,000.

Section 3. This resolution is being adopted on or prior to the date that is not later than 60 days after the date or dates that the Issuer will expend monies for costs of the Project to be reimbursed from proceeds of the Obligations (such date or dates, the “Expenditure Date or Dates”).

Section 4. Except as described below, the expected date of issue of the Obligations will be within eighteen months of the later of the Expenditure Date or Dates and the date the applicable portion of the Project is placed in service; provided, the reimbursement may not be made more than three years after an Expenditure Date.

Section 5. Proceeds of the Obligations to be used to reimburse for Project costs are not expected to be used, within one year of reimbursement, directly or indirectly to pay debt service with respect to any obligation (other than to pay current debt service coming due within the next succeeding one year period on any tax-exempt obligation of the Issuer (other than the Obligations)) or to be held as a reasonably required reserve or replacement fund with respect to an obligation of the Issuer or any entity related in any manner to the Issuer, or to reimburse any expenditure that was originally paid with the proceeds of any obligation, or to replace funds that are or will be used in such manner.

Section 6. This resolution is consistent with the budgetary and financial circumstances of the Issuer, as of the date hereof. No monies from sources other than the Obligation issue are, or are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer (or any related party) pursuant to their budget or financial policies with respect to the Project costs. To the best of our knowledge, this Commission is not aware of the previous adoption of official intents by the Issuer that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

Section 7. The limitations described in Section 3 and Section 4 do not apply to (a) costs of issuance of the Obligations, (b) an amount not in excess of the lesser of \$100,000 or five percent (5%) of the proceeds of the Obligations, or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of construction, not in excess of twenty percent (20%) of the aggregate issue price of the Obligations that finances the Project for which the preliminary expenditures were incurred.

Section 8. This resolution is adopted as official action of the Issuer in order to comply with Treasury Regulation § 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Issuer expenditures incurred prior to the date of issue of the Obligations, is part of the Issuer's official proceedings, and will be available for inspection by the general public at the main administrative office of the Issuer.

Section 9. This declaration of intent does not bind the Issuer to make any expenditure, incur any indebtedness, or proceed with the Project.

Section 10. All the recitals in this Resolution are true and correct and this Board of Directors so finds, determines and represents.

PASSED, APPROVED, and ADOPTED this 10th day of July, 2018 by the following vote:

AYES:

NOES

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

BRITT AVRIT, MMC
Secretary
Lancaster Financing Authority

R. REX PARRIS
Chairman
Lancaster Financing Authority

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss
CITY OF LANCASTER }

CERTIFICATION OF RESOLUTION
LANCASTER FINANCING AUTHORITY

I, _____, _____ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. FA 01-18, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this _____ day of _____, _____.

(seal)

EXHIBIT A
DESCRIPTION OF PROJECT

The Project will include all or a portion of City Infrastructure and Modernization Enhancements.

STAFF REPORT
City of Lancaster

NB 1
07/10/18
MVB

Date: July 10, 2018

To: Mayor Parris and City Council Members

From: Jason Caudle, Deputy City Manager
Kathy Wells, Energy Projects Coordinator

Subject: **Approve Consulting Services Agreement and Accept Funds from Center for Climate Protection for Participation in the Solar Energy Innovation Network Research Project for National Renewable Energy Laboratory**

Recommendations:

- a. Approve Consulting Services Agreement between Lancaster Choice Energy and Center for Climate Protection for support services and participation in the Solar Energy Innovation Network research project for National Renewable Energy Laboratory (NREL).
- b. Accept funding from Center for Climate Protection and recognize revenue in the amount of \$15,332 over the course of the project to Revenue Account No. 490-3470-100.
- c. Appropriate funds to Lancaster Choice Energy Expenditure Account No. 490-4370-770.

Fiscal Impact:

\$15,332; Lancaster Choice Energy staff will provide technical and professional services support to Center for Climate protection and will be reimbursed for staff time and travel expenses.

Background:

In November 2017, the Center for Climate protection invited the City of Lancaster to join the project team for the Exploring Advanced Rate Structures to Expedite Solar and Distributed Energy Resources (DER) Deployment project as part of the Solar Energy Innovation Network program (SEIN). The U.S. Department of Energy's National Renewable Energy Laboratory (NREL) selected the team to participate in a collaborative research effort to explore new ways solar energy can improve the affordability, reliability, and resiliency of the nation's electric grid.

California energy policymakers have established Distributed Energy Resources deployment as a key strategy for reaching the State's greenhouse gas (GHG) emission reduction targets. To support this goal, electricity providers need tools to identify high avoided-cost grid locations, assess DER project grid-service value, and incentivize DER deployment. The Advanced Rate Structure project will provide a replicable, scalable, and effective tool that will allow electricity providers to expedite and guide DER deployment.

As a Community Choice Aggregator, Lancaster will provide a unique perspective on integrating community priorities into the development of DER at sites on the grid that deliver multiple benefits which include revenue streams, local investment, and other grid services. Participation in this simulation pilot project, which models Advanced Rate Structure impacts on DER deployment, is a valuable opportunity for Lancaster to help advance its renewable energy mission of becoming a net-zero City, and to develop replicable, innovative measures other Cities can adopt to support local benefits including job creation, energy supply reliability, and emergency infrastructure support.

KW:te

Attachment:
Agreement for Consulting Services

AGREEMENT
CONSULTING SERVICES

This Agreement, entered into this _____ day of _____, 201____, by and between the **Center for Climate Protection**, hereinafter referred to as the "CLIENT", and **Lancaster Choice Energy**, hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

WHEREAS, the CLIENT is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, the CLIENT has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described in attached "Scope of Work"; and

WHEREAS, the CONSULTANT represents it is qualified and willing to provide such services pursuant to terms and conditions of this Agreement:

NOW, THEREFORE, BE IT AGREED, by and between the CLIENT and the CONSULTANT as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

A. Personnel

Kathy Wells, Energy Projects Coordinator, or an appropriate alternative point of contact, provided by the CONSULTANT will participate in all meetings related to this project.

B. Authorized Scope of Work (see attachment A)

II. TIME OF PERFORMANCE

Work is authorized to proceed after May 15, 2018 and shall continue for the duration of the project.

III. COMPENSATION

A. Total Compensation

For services performed pursuant to this Agreement and defined by all documents forming the basis for this agreement, the CLIENT agrees to pay and the CONSULTANT agrees to accept, as payment in full, Fifteen Thousand Three Hundred and Thirty- two dollars (\$15,332). This includes both billable services and approved expenses as detailed in Attachment B.

B. Payment of Compensation

The CONSULTANT shall be compensated based on completion of deliverables outlined in Attachment B. Payment will be made once CLIENT has been paid by National Renewable Energy Laboratory for the invoiced deliverable. A valid invoice from the CONSULTANT shall include the contract deliverable, the billing period, the hours billed to the contract for this deliverable, and the hours of the CONSULTANT's contribution to the 20% price participation which are not billable to the contract. An invoice will not be considered valid if it does not include CONSULTANT's contribution to the price participation. Expenses for travel will be reimbursed based on the schedule and amounts in Attachment B.

C. Additional Services

Fees for Professional Services for this agreement shall be as stated in Authorized Scope of Work attached to this agreement. Additional services shall not be performed by CONSULTANT without the express written consent of CLIENT.

D. Availability of Funding

Payment for services delivered under this agreement is contingent upon CLIENT being paid for these services by the Alliance for Sustainable Energy, LLC, management and operating contractor National Renewable Energy Laboratory.

IV. AUTHORIZED REPRESENTATIVE

The CLIENT's Executive Director shall represent the CLIENT in all matters pertaining to the services to be rendered under this Agreement.

V. TERMINATION

The CLIENT or the CONSULTANT may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In such event, all finished and unfinished documents and other materials shall, at the option of the CLIENT, become its property. If this agreement is terminated by the CLIENT as provided for herein, the CONSULTANT shall be paid for the tasks (as set forth in the attached Scope of Work) satisfactorily completed prior to the date of termination and any fees and charges for any work in progress, not to exceed the contract limit specified herein, including CONSULTANT's reasonable costs associated with the termination itself if termination effectuated by client, less compensation, if any, to the CLIENT for damages suffered as a result of the CONSULTANT's failure to comply with the terms of this Agreement.

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

A. No officer, member, or employee of the CLIENT or another public official of the governing body of the locality or localities in which the work pursuant to this Agreement

is being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:

1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.

B. The CONSULTANT hereby covenants that they have, at the time of the execution of this Agreement, no interest, and that they shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warrant, the CLIENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

VII. SUBCONTRACTING

A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement to subcontractors not already identified in the proposal without the prior written approval of the CLIENT.

VIII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties. The CONSULTANT shall not assign, delegate or transfer the rights and duties under this Agreement or any part thereof, without the prior written consent of the CLIENT.

IX. DISPUTE

Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.

X. PROHIBITION OF ASSIGNMENT

Neither the CLIENT nor CONSULTANT shall assign or transfer their interest in this Agreement without the written consent of the other party.

XI. INDEMNIFICATION

- A. As respects acts, errors or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless CLIENT, its officers, employees, and CLIENT designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of CONSULTANT's negligent acts, errors or omissions in the performance of his/her professional services under the terms of this contract.

XII. NOTICES

Notice shall be sufficient hereunder if personally served upon the CLIENT Manager of the CLIENT or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

To CLIENT:

ANN HANCOCK
EXECUTIVE DIRECTOR
CENTER FOR CLIMATE PROTECTION
P.O. BOX 3785
SANTA ROSA , CALIFORNIA 95402

To CONSULTANT:

MARK V. BOZIGIAN
LANCASTER CHOICE ENERGY
44933 FERN AVENUE
LANCASTER, CALIFORNIA 93534

XIII. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

XIV. INTEGRATION

This Agreement represents the entire understanding of the CLIENT and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CLIENT and the CONSULTANT.

XV. MISCELLANEOUS PROVISIONS

- A. CONSULTANT covenants that he presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder.

- B. CONSULTANT will not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, marital status, or national origin. CONSULTANT will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex marital status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

IN WITNESS HEREOF, this Agreement is executed on the day and year first above written.

CENTER FOR CLIMATE PROTECTION, INC.

LANCASTER CHOICE ENERGY

BY: _____

Ann Hancock
Executive Director

BY: _____

Signature

Mark V. Bozigian

Name

Executive Director

Title

DATE

ATTACHMENT A

STATEMENT OF WORK For Solar Energy Innovation Network

1.0 BACKGROUND

The Solar Energy Innovation Network (Innovation Network) is a collaborative research effort administered by the National Renewable Energy Laboratory (NREL) and supported by the U.S. Department of Energy (DOE) Solar Energy Technologies Office that uses real-world data to address the long-term challenges of increasing the reliability and resilience of the electrical grid. In order to address the nation's rapidly changing electricity needs, data-driven research foundations and mechanisms need to be in place to inform future system designs across the multitude of locational conditions. The Innovation Network is designed to identify the systemic and unknown knowledge barriers preventing utilities, state and local authorities, regional planning commissions, and the solar industry from creating the innovative solutions needed to meet the country's evolving demands for the electric grid.

Through coordinated engagement within cohorts, selected teams work together to identify local and regional impacts, formulate and test innovations, and validate new models. Participants are also assigned to peer networks to cross-pollinate solutions across varying geographies, market and rate structures, infrastructure, and grid characteristics. This deepens participant research learning and strengthens outcomes.

Over the course of the work effort, these teams receive analytical support from NREL, ensuring the academic rigor and viability of resulting solutions. The outcomes of each research cycle feed into the continual development and testing of new concepts, models, and designs. This process takes into account real-world considerations and the dynamic energy landscape, leading to an end product that's sound and that includes insights that are only available through the use of real-world scenarios.

The Innovation Network develops early-stage frameworks, models, and algorithms to address the long-term challenges of the changing electrical grid. This program aims to:

- Identify the systemic and unknown barriers to increasing the resiliency, reliability, and affordability of the future grid by performing in-depth analysis to generate broader insights;
- Apply an engineering problem-solving approach by using real world data to understand and propose solutions;
- Increase the relevance and timeliness of research and analysis; and
- Make interacting with the National Laboratories faster, easier, and more accessible for those in the field.

The Innovation Network builds on successful elements of past and current programs at DOE and NREL, to bring together diverse groups of stakeholders striving to bring novel solutions to bear in the market.

2.0 OBJECTIVE

The Innovation Network brings together stakeholders from across the United States to develop innovative solutions that explore new approaches to solar market barriers, reduce integration risks, and increase market opportunities—with the support of the nation's premier energy research organizations. Insights gained from these collaborations will inform foundational solar research and development pathways, and allow for pilot testing of new business models and technology solutions.

3.0 SCOPE OF WORK

The Subcontractor shall participate in the “Improving Grid flexibility and Resiliency through Advanced Siting and Operations of Solar Plus Distributed Energy Resources (DER)” (Grid Flex) cohort with the following technical approach:

- Focus on quantifying value of grid flexibility and resiliency using real world data
- Provide available data and work in coordination with program staff to model grid impacts, costs, and solutions for combining solar and other DERs such as storage
- Pilot and test approaches and document through case studies.

The cohort project outcomes broadly include:

- Develop data sets and tools for states and independent system operators (ISOs) to evaluate solar photovoltaic (PV) plus other DER solutions for increased grid resiliency
- Analyze how PV and storage participation in wholesale markets can increase grid reliability and resilience
- Facilitate integration of PV in conjunction with other technologies to improve grid resiliency.

The Subcontractor shall participate in the Innovation Network including sending team representatives to a series of facilitated collaboration meetings or technical workshops and regular conference calls and webinars for peer information exchange. At the 1–2 day, in-person meetings, the Subcontractor and associated team members shall share progress with others, learn from peers, define analyses or other assistance that will address barriers, and access technical expertise.

4.0 TASKS FOR CONSULTANT

The Consultant shall:

- Attend relevant meetings and calls, including National Renewable Energy Labs Cohort Workshops as detailed in 5.0
- Share data required for project development with relevant subcontractors
- Support subcontractors in conducting a virtual pilot of the DER rate structure model
- Review project documents and reports

5.0 MEETINGS AND TRAVEL REQUIREMENTS

5.1 Cohort Peer Exchange Working Session #2

In-person participation; 2 days; May 2018; NREL Main Campus in Golden, CO

5.2 Cohort Peer Exchange Working Session #3

In-person participation; 2 days; Fall 2018; Rocky Mountain Institute Office in Basalt, CO

5.3 Innovation Network Replication Conference

In-person participation; 2 days; NREL Main Campus in Golden, CO; Spring 2019

6.0 ACKNOWLEDGEMENTS IN SUBCONTRACTOR PUBLICATIONS

In any scientific or technical report or article, conference paper, journal article, etc. based on or containing data first produced in the performance of this subcontract and published in academic, technical or professional journals, symposia proceedings or similar works, the subcontractor shall use this acknowledgement stating, "This [article, conference paper, journal article, etc.] was developed based upon funding from the Alliance for Sustainable Energy, LLC, Managing and Operating Contractor for the National Renewable Energy Laboratory for the U.S. Department of Energy."

ATTACHMENT B

DELIVERABLES & PAYMENT SCHEDULE

Fully Burdened Labor Rate **\$157.27**

Billable Deliverables	Hours	\$	20% PP Hours	Billable Hours	Billable \$
Deliverable #1: Team stakeholders and project baseline phone call, and questionnaire (4.1, 4.3)	1.0	\$ 157.27	0.2	0.8	\$ 125.82
Deliverable #2: DRAFT DER Values and Technology Matrices	28.5	\$ 4,482.20	5.7	22.8	\$ 3,585.76
Deliverable #3: Technical progress report #1 AND DER Rate Structure Design Model Development Interim Report (4.2, 4.4, 4.5)	12.5	\$ 1,965.88	2.5	10.0	\$ 1,572.70
Deliverable #4: Define Potential Pilot Project for the DER Rate Structure Design Model Report (4.7)	21.0	\$ 3,302.67	4.2	16.8	\$ 2,642.14
Deliverable #5: Technical progress report #2 (4.2, 4.4)	4.0	\$ 629.08	0.8	3.2	\$ 503.26
Deliverable #6: DER Rate Structure Design Model Test and Comparison Results Memo (4.6)	21.0	\$ 3,302.67	4.2	16.8	\$ 2,642.14
Deliverable #7: Preliminary Results of DER Rate Structure Design Model Pilot Project Report (4.7)	4.0	\$ 629.08	0.8	3.2	\$ 503.26
Deliverable #8: DRAFT end-of-project technical report (4.2, 4.4)	3.0	\$ 471.81	0.6	2.4	\$ 377.45
Deliverable #9: FINAL technical report (4.2, 4.4); project outcome phone call, and questionnaire (4.3)	2.0	\$ 314.54	0.4	1.6	\$ 251.63
Project Total Price	97	\$ 15,255	19.4	77.6	\$ 12,204

20% Price Participation	19.4	\$ 3,051
Billable Budget	77.6	\$ 12,204.15

Expenses	\$	Del. #	NREL Cohort	Tech Wksp	RMI Cohort
			\$ 857.00	\$ 616.00	\$ 798.00

NREL Cohort Workshop #1 -- January 2018	\$ -	
NREL Cohort Workshop #1 -- May 2018	\$ 857.00	D-2
NREL Cohort Workshop #2 -- October 2018	\$ 798.00	D-4
Technical Workshop -- August 2018	\$ 616.00	D-3
NREL Cohort Workshop #1 -- May 2019	\$ 857.00	D-6

\$ 3,128.00

Deliverable Tasks	Hours		Total Hours	Billable Hours
Deliverable #1: Team stakeholders and project baseline phone call, and questionnaire			1	0.8
Meetings	1	CCA Kickoff (1 mt; 1 hr)	1	
Deliverable #2: DRAFT DER Values and Technology Matrices			28.5	22.8
Meetings	18	CCA Meetings (2 mts; 2 hrs) Cohort #2 (16 hrs)	18	
Data Acquisition	7.5		7.5	
Document Review	3		3	
Deliverable #3: Technical progress report #1/DER Rate Structure Design Model Development			12.5	10
Meetings	9.5	Technical Workshop (9.5 hrs)	9.5	
Document Review	3		3	
Deliverable #4: Define Potential Pilot Project for the DER Rate Structure Design Model Report			21	16.8
Meetings	18	CCA Meetings (2 mts; 2 hrs) Cohort #3 (16 hrs)	18	
Document Review	3		3	
Deliverable #5: Technical progress report #2			4	3.2
Meetings	1	CCA Meeting (1 mt; 1 hr)	1	
Document Review	3		3	
Deliverable #6: DER Rate Structure Design Model Test and Comparison Results Memo (4.6)			21	16.8
Meetings	18	CCA Meetings (2 mts; 2 hrs) Cohort #4 (16 hrs)	18	
Document Review	3		3	
Deliverable #7: Preliminary Results of DER Rate Structure Design Model Pilot Project Report			4	3.2
Meetings	1	CCA Meeting (1 mt; 1 hr)	1	
Document Review	3		3	
Deliverable #8: DRAFT end-of-project technical report (4.2, 4.4)			3	2.4
Meetings	0	No Meetings	0	
Document Review	3		3	
Deliverable #9: FINAL technical report (4.2, 4.4); project outcome phone call, and questionnaire			2	1.6
Meetings	0	No Meetings	0	
Document Review	2		2	

Deliverable Tasks	Hours			Total Hours	Billable Hours
LCE Task Categories	Full Hours	Billable Hours	20%PP Hours		
Meetings	66.5	53.2	13.3		
Data Acquisition	7.5	6	1.5		
Document Review	23	18.4	4.6		
	97	77.6	19.4		