



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

Tuesday, November 9, 2021

Regular Meeting – 5:00 p.m.

The City Clerk/Agency/Authority Secretary hereby declares the agenda was posted
by 5:00 p.m. on November 5, 2021
at the entrance to the Main Entrance to Lancaster City Hall
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 Darrell Dorris

Council Member/Agency Director/Authority Member Raj Malhi

Council Member/Agency Director/Authority Member Ken Mann

UPDATED MEETING PROCEDURE:

To ensure public safety measures while maintaining transparency and public access, members of the public may participate in one of the following ways:

o In person at Council Chamber:

➤ Consistent with public health officer's order, each member of the public wishing to attend the meeting in person are asked to wear a mask regardless of vaccination status.

o Virtual Platform [Zoom]:

➤ In response to Government Code section 54953(e), this meeting will also be conducted telephonically and video streamed live on Channel 28 and the City's website: <https://www.cityoflancasterca.org/our-city/departments-services/city-clerk/meetings-agendas-and-minutes/public-meetings-web-streaming>

➤ **PUBLIC COMMENTS ON AGENDIZED ITEMS MAY BE RECEIVED BY DIALING 1-877-853-5257 USING MEETING ID: 863 6131 1905# PASSWORD:677447#**

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.*

In accordance with Government Code section 54953(e), the public may observe this telephonic/ virtual meeting by listening to the live broadcast on local cable channel 28 or live stream on the City's website: <https://www.cityoflancasterca.org/our-city/departments-services/city-clerk/meetings-agendas-and-minutes/public-meetings-web-streaming> The public may participate in the meeting by *DIALING 1-877-853-5257 USING MEETING ID: 863 6131 1905# PASSCODE: 677447#.* *Individual speakers are limited to three (3) minutes each unless a different time limit is announced.*

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, unless a different time limit is announced, 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: Dorris, Malhi, Mann;
Vice Mayor/ Vice Chair Crist, Mayor/Chair Parris

INVOCATION

Tony Herrera
Grace Chapel

PLEDGE OF ALLEGIANCE

PRESENTATION

1. Los Angeles County Economic Development Corporation Presentation of Most Business-Friendly City Finalist Award.
Presenter: Linden Johnson, LAEDC

COUNCIL ACTIONS

EMERGENCY DECLARATION

ED 1. COVID-19 Pandemic Updates and Actions

Recommendation:

1. Receive update from staff and/or deputy mayors regarding COVID-19 pandemic status.
2. Direct staff to take actions in response to updated COVID-19 information.
3. Authorize the City Manager to take actions, execute documents and/or expend funds in response to the COVID-19 pandemic.
4. Authorize and/or direct the City Attorney, with the concurrence of the City Manager, to take actions, execute documents and expend funds in response to legal issues pertaining to the COVID-19 pandemic.

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 City Council/Successor Agency/Financing/Power/California Choice Energy Authority Regular Meeting Minutes of October 26, 2021.

CC 3. Check Registers – October 10, 2021 through October 23, 2021

Recommendation:

Approve the Check and Wire Registers for October 10, 2021 through October 23, 2021 in the amount of \$8,252,012.32 as presented.

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.

CC 4. Monthly Report of Investments – September 2021

Recommendation:

Accept and approve the September 2021 Monthly Report of Investments as submitted.

Each month, the Finance Department prepares a report listing the investments for all separate entities under the jurisdiction of the City as identified in the City's Comprehensive Annual Financial Report.

CC 5. American Rescue Plan Act Appropriations

Recommendation:

a. Appropriate the following for additional Public Works Projects:

<u>Fund/Account</u>	<u>Amount</u>	<u>Project</u>
Gas Tax 203 4753 762	\$1,170,846.51	Fleet/Equipment Purchase (new)
TDA 8 206 12ZZ004 XXX	\$479,694.83	BLVD Revitalization – Phase 1 - repairs to raised/sinking pavers and raised tree wells along Lancaster BLVD (between 10th Street West and Sierra Highway), replacement of existing street signs and bollards and installation of security fencing around the rear of the Lancaster Performing Arts Center (new)
TDA 3 208 4771 454	\$10,189.34	Striping and Delineators – Roundabout 15 th West and Lancaster BLVD (new)
Prop A 207 12AC005 XXX	\$241,148.57	Maintenance Yard Parking Lot Improvements - Resurfacing/Restriping Parking Lot, Cameras, Security Fencing for Recycling Center Area (new)
Prop C 209 12GB003 924	\$151,250.46	LMD Revitalization project along a bus route and within 50' of a bus stop (new)
Measure R 210 11ZZ005 924	\$65,866.57	LMD Revitalization Project (existing)

b. Authorize the City Manager to execute all related documents

The City of Lancaster was awarded \$36,340,501 as part of the SLFRF funding and has received the first allocation of \$18,170,281.50. This funding was accepted during the July 27, 2021 City Council meeting and the additional revenues were recognized through a budget amendment to offset the revenue losses incurred as a result of the COVID pandemic. At that time, it was recommended Staff prioritize the use of funds and request allocations through meetings with the Council at a future date. This allocation recognizes the priorities established by Public Works for the allocation amounts awarded to special revenue funds.

CC 6. Award of Bid – PWCP No. 21-024, Skytower Park Renovations

Recommendation:

Award PWCP No. 21-024, Skytower Park Renovations, to C.S. Legacy Construction, Inc. of Chino, California, in the amount of \$1,165,834.01, plus Additive Alternate Bid Items 1-7 in the amount of \$564,411.83, plus a 10% contingency, to renovate the Skytower Park recreation building, parking lot, park and other miscellaneous building exterior and outside areas.

Authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

The proposed project includes renovation of the existing park recreation building, miscellaneous building exterior and outside area improvements, parking lot and planter improvements, park improvements,

refurbishment of existing steel fence, park irrigation system improvements, new ADA ramp from building to park field overhead and bollard light fixture replacement and LED conversion, new shade structures and park concrete pathway repairs.

CC 7. State of California Freeway Agreement on Route 14 from Avenue G, Postmile 71.0 to Avenue M, Postmile 64.7 within the Lancaster City Limits

Recommendation:

Approve the Freeway Agreement with the State of California on State Route 14 from Avenue G, PM 71.0 to Avenue M, PM 64.7 and Authorize the Mayor to sign all documents.\

A Freeway Agreement was executed between the County of Los Angeles (County) and the State of California (State) in September of 1968 for State Route 14, Postmile 64.7 to Postmile 68.5. Portions of the above County agreement that lie within the jurisdictional limits of the City of Lancaster were adopted by the City of Lancaster, specifically Postmile 64.7 and 71.0. In conjunction with the Measure R Projects located along State Route 14, this Freeway Agreement shall clarify and supersede all previous agreements along State Route 14 within the City jurisdictional limits.

CC 8. Award of Strategic Transportation Consultant Services Supporting the Development of a Local Road Safety Plan and Program (RFQ No.745-22)

Recommendation:

1. Approve the appropriation of \$160,000.00 in Local Road Safety Plan (LRSP) grant funds from the Department of Transportation to Account No. 349-4771-301.
2. Increase estimated revenues in Account No. 349-3308-102 by \$160,000.00.
3. Authorize the City Manager or his designee to execute a two-year professional services agreement with Kimley-Horn and Associates, Inc., of Los Angeles, California, in the amount of \$191,481.17 to provide professional services in the development of the City's LRSP and its resulting program for a minimum of two (2) years.

In December 2019, the City of Lancaster completed the Highway Safety Improvement Program's (HSIP) Systemic Safety Analysis Report Program (SSARP), and adopted the resulting report as its Safer Streets Action Plan. The intent of the SSARP is to assist local agencies in performing a collision analysis, identifying safety issues on their roadway networks, and developing a list of systemic low-cost countermeasures that can be used to prepare future grant applications, namely HSIP. As such, Lancaster's Action Plan is focused on systemically applying Engineering to traffic safety concerns.

CC 9. Approval of a Solar Ground Lease between the City of Lancaster and Dimension CA 1 LLC

Recommendation:

Approve the Solar Ground Lease for twenty (20) acres located north of Avenue L between 20th and 30th East. This parcel is surrounded by three existing solar developments.

Dimension CA 1 LLC (Dimension) approached the City with a unique solar partnership proposal. Dimension is seeking the City's approval for a solar ground lease for APN 3170-008-915 which consists of twenty (20) acres of undeveloped land. Dimension intends to build a solar facility which they will own and operate for ten years. Energy developed onsite will be sold to Southern California Edison. Once the operating term

ends in ten years, the City will own the facility and the energy produced onsite. The facility is anticipated to generate 8,983,000 kilowatt hours annually.

CC 10. Application for State of California CalHome Program Funds

Recommendation:

1. Adopt Resolution No. 21-58, authorizing the submittal of an application to the California State Department of Housing and Community Development for funding under the CalHome Program; the execution of a standard agreement if selected for such funding and any amendments thereto; and any related documents necessary to participate in the CalHome Program.
2. Authorize the City Manager or his designee to enter into a contract with Habitat for Humanity, if funded, to administer and implement the CalHome programs, in a form approved by the City Attorney.
3. If funded, accept the CalHome grant award funds and appropriate said funds into a CalHome Fund account number, to be created by Finance, for expenditure in accordance with the CalHome program.

The request to apply to HCD for funding under the CalHome Program in the amount of \$4,050,000.00, is for the implementation of a new owner-occupied rehabilitation program. The application is in response to the 2021 CalHome Program Notice of Funding Availability (NOFA) issued on September 21, 2021, with an application deadline of November 22, 2021.

CC 11. Award of Bid – PWCP 21-023 - 2021 Landscape Restoration Program

Recommendation:

1. Award PWCP 21-023, 2021 Landscape Restoration Program, to Marina Landscape, Inc. of Orange, California, in the amount of \$2,244,050.00 Base Bid, plus Additive Alternate AA1 in the amount of \$234,350.00, Additive Alternate AA2 in the amount of \$250,380.00, and Additive Alternate AA3 in the amount of \$265,200.00, for a Total Bid of \$2,993,980.00, plus a 10% contingency, to replace landscaping and irrigation systems at twenty-two (22) locations throughout the City. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b). Authorize the City Manager, or his designee, to sign all documents.
2. Approve a budget transfer of \$1,279,100.00 from Account Number 101-2900-000, General Fund Balance to Account Number 101-11ZZ005-924, City Beautification

The proposed project will replace landscaping and irrigation systems in twenty-two (22) locations throughout the City. Proposed locations include medians in front of the Hangar, medians along Business Center Parkway, and landscaping areas along the Sierra Highway Bike Path, amongst others. This project is the first in the Landscape Restoration Program. The Landscape Restoration Program was initiated by the PARCS Department and the City Manager's Office, and aims to create a cohesive look for landscaping throughout the City.

CC 12. Approval of a Limited Notice to Proceed Agreement with Duke Energy One, Inc., and Letter of Credit Agreement with Selectabis Fox Field, LLC to Complete an Engineering Services Detailed Plan for the Fox Field Development Project

Recommendation:

1. Approve the limited notice to proceed agreement with Duke Energy One, Inc (Duke Energy). Duke Energy to complete an Engineering Services Detailed Plan (Engineering Plan) for the Fox Field Development Project (Fox Field Project) located at 46908 47th Street West, Lancaster, CA 93536.

2. Appropriate \$150,000.00 from Account No. 101-2900-000, Fund Balance to Account No. 101-4791-301 to reimburse Duke Energy for their development of the Engineering Plan for the Fox Field Project.
3. Approve a Letter of Credit Agreement with Selectabis Fox Field, LLC (Selectabis) to reimburse the City up to \$150,000.00 for the development of the Engineering Plan by Duke Energy should the City and Duke Energy not pursue a Power Purchase Agreement for the Fox Field Development.
4. Authorize the City Manager or his designee to finalize and execute all related documents.

The Fox Field Development Project has requested the City's support in acquiring power for their site after an unsuccessful attempt to secure power through Southern California Edison. The project has significant energy needs, and the developer has determined that the only way to keep the project moving forward is to find an alternative energy source. Due to the City's extensive energy background and knowledge, the project developer has requested a collaboration between Duke Energy and the City in the development of an Engineering Plan for the Fox Field Project. This collaboration would provide a summary of the actual energy needs on site, and would also provide a plan to meet that need.

- CC 13.** Approval of Change Order Totaling \$574,955.00 and Increase Formal Bid No. 729-20 City Hall Renovation and Modernization, to New Total of \$7,161,100.45

Recommendation:

Approve Change Order No. 1 and increase the total amount of the contract with Bowie Contractors, Inc., of Lancaster, California, Formal Bid No. 729-20 City Hall Renovation and Modernization, by \$574,955.00, for a total revised contract amount of \$7,161,100.45. The scope of work for Change Order No. 1 includes the demolition and replacement of the entire existing acoustic ceiling system.

The COVID-19 crisis has placed an unprecedented burden on the City facility infrastructure. Public Facilities are especially vulnerable, in an effort to combat exposures to the employee in the workplace this adjustment is needed to protect staff from the potential exposure from infectious disease in the workplace. Ceiling system is a hospital-grade smooth tile that allows for easy cleaning. The selected tile contains a BioBlock Plus to resist growth of odor and stain producing bacteria as well as mold and mildew on the ceiling tile surface. In addition, increases the effectiveness of in-ceiling air filtration and purification systems up to 40%. In response to the consolidation of departments to City Hall this is required to protect staff to ensure City remains open and functioning during an emergency.

- CC 14.** Resolution No. 21-59 Proclaiming a Local Emergency, Ratifying the Proclamation of a State Emergency by Executive Orders N-25-20, N-29-20 and N-35-20, and Authorizing Remote Teleconference Meetings for a Thirty (30) day period Pursuant to Brown Act Provisions

Recommendation:

That the City Council approve **Resolution 21-59**, proclaiming a local emergency, ratifying the proclamation of a state of emergency by Executive Orders N-25-20, N-29-20 and N-35-20, and authorizing remote teleconference meetings for a thirty (30) day period pursuant to Brown Act provisions

NEW BUSINESS

- NB1.** Approval of a Contract with Powerflex Systems, Inc., for the Deployment of a 500 kWh Battery at Lancaster City Hall as Part of the City Hall Resiliency Project

Recommendation:

1. Appropriate \$8,000.00 from Account No. 101-2900-000, Fund Balance to Account No. 349-4240-771, City Hall Battery Project.
2. Recognize \$421,000.00 of grant fund revenue from the Self-Generation and Incentive Program (SGIP) to Revenue Account Number 349-3312-000, SGIP Grant and appropriate to Expenditure Account No. 349-4791-771, City Hall Battery Project.
3. Approve a contract with EDF Renewables Distributed Solutions, Inc., (EDF) for the purchase and deployment of a standalone 500 kWh battery, which will be located at Lancaster City Hall as part of the City Hall Resiliency Project.
4. Authorize the City Manager to execute all documents, and make any non-substantive changes necessary to complete the transaction.

In the event of an emergency or global crisis, such as we have recently experienced with the COVID-19 pandemic, Lancaster City Hall’s primary function will be to serve as an Emergency Operation Center (EOC). Communications equipment, computers and protocols have been established, which will help staff work together to support local first responders and the community. Having an onsite battery would allow for City Hall to be operational twenty-four hours a day in the event of a major catastrophe. A solar array and backup generator are already available on site, which would support operations during the day. Adding a battery would keep the building operational in the evening hours.

COUNCIL REPORTS

- CR1. Summary of the October 14, 2021, High Desert Corridor Joint Powers Authority Board of Directors Meeting
- CR2. Summary of the October 26, 2021, Board of Directors Meeting for the Antelope Valley Transit Authority (AVTA)
- CR3. Council Reports

CALIFORNIA CHOICE ENERGY AUTHORITY

No action required at this time.

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

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.

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CITY COUNCIL / AGENCY/ AUTHORITY COMMENTS

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 - Anticipated Litigation: consideration of initiation of litigation
- CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA

pursuant to Government Code Section 54956.9(d) (4) - two potential cases.

4. Antelope Valley Groundwater Cases Included Action:
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
5. Ramos v Patino, LASC Case No. MC027974
6. Lozoya v. City of Lancaster, LASC Case No. 19AVCV00714
7. Johnson v. City of Lancaster, LASC Case No. 19AVCV00824
8. Rahier v. City of Lancaster, LASC Case No. 19AVCV00163
9. Brisa Mahoney, et al. v. City of Lancaster, et al., LASC Case No. 20STCV02556
10. Conference with Real Property Negotiators:
Property: APNs 3124-012-008&009
City negotiators: Mike Livingston, Allison Burns
Negotiating parties: Ann Hiramoto; Tina Yoke
Under negotiation: price and terms of payment
11. Manzo v. Beazer Homes Holdings, LLC et al., LASC Case No. 20AVCV00297
12. Hernandez v. County of Los Angeles, et al., LASC Case No. 20AVCV00318
13. Romines v. City of Lancaster, et al., LASC Case No. 20AVCV00345
14. Moujan v. City of Lancaster et al., LASC Case No. 20AVCV00205
15. Davis v. State of California, LASC Case No. 19AVCV00805
16. Lancaster v. Netflix, et al., LASC 21STCV01881
17. Butts v. Lancaster, LASC 21STCP00389
18. Lancaster v. Rives
19. Myesha Lopez, et al. v. County of Los Angeles, et al. CDCA Case No. 5:21-cv-00290-JGB(SHKx)
20. Ortiz v. Lancaster, LASC Case No. 21AVCV00001
21. Aijala v. Lancaster, LASC Case No. 21STCV07841
22. Gardner v. Dominoids, LASC Case No. 21AVCV00186
23. Evans v. Lancaster, LASC Case No. 21AVCV00145
24. Bojorquez v. Lancaster, LASC Case No. 20AVCV00894
25. Arkey v. Lancaster, LASC Case No.20AVCV00816
26. Perez v. Lancaster, LASC Case No. 20AVCV00589

ADJOURNMENT

Next Regular Meeting:

November 9, 2021 at 5:00 PM

MEETING ASSISTANCE INFORMATION

In compliance with the Americans with Disabilities Act and Government Code section 54953(e), the City has implemented a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the Americans with Disabilities Act and resolving any doubt whatsoever in favor of accessibility. If you need special assistance to participate in this telephonic meeting, please contact the City Clerk at (661)723-6020 or via email at CityClerk@cityoflancasterca.org. 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.

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11/09/21
JC



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

***HYBRID MEETING PURSUANT TO
GOVERNOR’S CODE §54953 (e)
Tuesday, October 12, 2021***

CALL TO ORDER

Mayor Parris called the meeting of the Lancaster City Council/Successor Agency/Financing/Power California Choice Energy Authority to order at 5:10 p.m.

ROLL CALL

PRESENT: City Council Members / Agency Directors / Authority Members: Dorris, Malhi, Mann, Vice Mayor/Vice Chairman Crist, Mayor/Chairman Parris.

STAFF MEMBERS: City Manager/Executive Director; Deputy City Manager/Deputy Executive Director; City Attorney/Agency/Authority Counsel; City Clerk/Agency/Authority Secretary; Assistant to the City Manager; Development Services Director; Parks, Recreation and Arts Director; Finance & Technology Director; Public Safety Director

INVOCATION

Council Member Dorris

PLEDGE OF ALLEGIANCE

Commissioner Giovanni Pope led the pledge of allegiance.

PRESENTATIONS

1. Mayor's Scholarship Award
Presented by: Mayor R. Rex Parris & Jason Caudle, City Manager

M 1. MINUTES

The City Clerk provided the procedure for public comment on the minutes.

No comments at this time.

On a motion by Vice Mayor Crist and seconded by Council Member Mann the City Council APPROVED the City Council/Successor Agency/Financing/Power/ California Choice Energy Authority regular meeting minutes of October 12, 2021, by the following vote: 5-0-0-0; Ayes: Dorris, Malhi, Mann, Crist, Parris; Noes: None; Abstain: None; Absent: None

ED 1. COVID-19 UPDATES AND ACTIONS

Deputy Mayor Dr. Troung presented the COVID-19 Situation Update.

Deputy Mayor Dr. Stock discussed staffing issues created as a result of the COVID-19 pandemic.

Mayor Parris directed staff to reassess and create a comprehensive plan to use in future pandemics. He also discussed and directed staff to create a way to honor Samaritan's Purse.

1. Received update from staff and/or Deputy Mayors regarding COVID-19 pandemic status.
2. Directed staff to take actions in response to updated COVID-19 information.
3. Authorized the City Manager to take actions, execute documents and/or expend funds in response to the COVID-19 pandemic.
4. Authorized and/or directed the City Attorney, with the concurrence of the City Manager, to take actions, execute documents and expend funds in response to legal issues pertaining to the COVID-19 pandemic.

ED 2. VACCINATION REPORT

1. Received a report on vaccination efforts.

Jason Caudle, City Manager provided an update to include collaborating with Kaiser to reopen a vaccination site at the AV Fairground. He also provided a report to include COVID-19 statistics at the Antelope Valley Hospital

The City Clerk provided the procedure for public comment on ED 1 and ED 2.

No comments at this time.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi the City Council APPROVED item numbers ED 1 and ED 2, by the following vote: 5-0-0-0; Ayes: Dorris, Malhi, Mann, Crist, Parris; Noes: None; Abstain: None; Absent: None

CALIFORNIA CHOICE ENERGY AUTHORITY- CONSENT CALENDAR

The City Clerk provided the public with the procedure for public comment on the California Choice Energy Consent Calendar.

No public comment at this time.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council APPROVED the California Choice Energy Consent Calendar as comprised, by the following vote: 5-0-0-0; Ayes: Dorris, Malhi, Mann, Crist, Parris; Noes: None; Abstain: None; Absent: None

CCEA CC 1. Approved California Choice Energy Authority Entering into a Long-Term Resource Adequacy Agreements with Calpine Energy Services, L.P. on behalf of Apple Valley Choice Energy, Energy for Palmdale's Independent Choice, Lancaster Choice Energy, Pico Rivera Innovative Municipal Energy, Pomona Choice Energy, Rancho Mirage Energy Authority, San Jacinto Power, and Santa Barbara Clean Energy

CONSENT CALENDAR

The City Clerk provided the public with the procedure for public comment on the Consent Calendar.

No public comment at this time.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council APPROVED the Consent Calendar as comprised pulling item no. CC 5 for separate discussion, by the following vote: 5-0-0-0; Ayes: Dorris, Malhi, Mann, Crist, Parris; Noes: None; Abstain: None; Absent: None

Mayor Parris recused himself on this item due to property owned within proximity to the project.

Mayor Parris left the dais at this time.

On a motion by Council Member Mann and seconded by Council Member Malhi, the City Council approved item no. CC 5, by the following vote: 4-0-1-0: Dorris, Malhi, Mann, Crist; Noes: None; Abstain: Parris; Absent: None

Mayor Parris 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 September 26, 2021 through October 9, 2021 in the amount of \$8,170,197.97 as presented.

CC 3. ADDITIONAL AUTHORIZATION NO. 2 TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT FOR PAVEMENT MANAGEMENT PROGRAM CONSULTING SERVICES

Approved Additional Authorization No. 2 to Professional Consultant Services Agreement with Pavement Engineering, Inc. (PEI), of Santa Clarita, California, in the amount of \$221,230.00 for citywide pavement evaluation and analysis, and authorized the City Manager or his designee to sign all documents. The consultant selection process was made in accordance with Government Code 4526 and 53060.

CC 4. ACCEPTANCE OF PUBLIC WORKS CONSTRUCTION PROJECT NO. 18-008 - INTERSECTION OF AVENUE I & 50TH STREET WEST

Accepted the work constructed by Crosstown Electrical & Data, Inc., for Public Works Construction Project No. 18-008, Intersection of Avenue I & 50th Street West, and directed the City Clerk to file the Notice of Completion for the project. Retention on this project shall be disbursed in accordance with California Contract Code.

CC 5. ACCEPTANCE OF PUBLIC WORKS CONSTRUCTION PROJECT NO. 21-001 - 2020 SPRING PAVEMENT MANAGEMENT PROGRAM (PMP)

Accepted the work of Sully-Miller Contracting Company for Public Works Construction Project No. 21-001, 2020 Spring Pavement Management Program (PMP), and directed the City Clerk to file the Notice of Completion for the project. Retention on this project shall be disbursed in accordance with California Public Contract Code.

CC 6. RECOGNITION AND APPROPRIATION OF OFFSETTING REVENUE FROM THE CITY OF PALMDALE, RELATED TO AVENUE M PAVEMENT REHABILITATION FOR 2021 SUMMER PAVEMENT MANAGEMENT PROGRAM (REFERENCE PWCP 21-009)

Recognized an amount not to exceed \$185,160.00 of offsetting revenue to Revenue Account Number 701-3602-201 from the City of Palmdale for pavement rehabilitation on the south side of Avenue M between 3rd Street East and 4th Street East, and appropriated to Expenditure Account Number 701-12ST046-924.

CC 7. PROFESSIONAL SERVICES AGREEMENT WITH JAS PACIFIC FOR BUILDING & SAFETY PLAN REVIEW AND INSPECTION SERVICES.

1. Approved a Professional Services Agreement with JAS Pacific for Building & Safety plan review and inspection services.

2. Authorized the City Manager or his designee to finalize and execute all related documents.

CC 8. APPROVE CALIFORNIA CHOICE ENERGY AUTHORITY ENTERING INTO A LONG-TERM RESOURCE ADEQUACY AGREEMENT WITH CALPINE ENERGY SERVICES, L.P. ON BEHALF OF LANCASTER CHOICE ENERGY

Approved California Choice Energy Authority entering into a long-term resource adequacy agreement with Calpine Energy Services, L.P. on behalf of Lancaster Choice Energy.

CC 9. SHUTTERED VENUE OPERATORS GRANT AWARD ACCEPTANCE

A. Accepted Shuttered Venue Operators Grant awarded on July 19, 2021 in the amount of \$414,216.90 to revenue account 399-3304-100.

B. Accepted Shuttered Venue Operators Supplemental Grant awarded on September 24, 2021 in the amount of \$207,108.45 to revenue account 399-3304-100.

C. Appropriated Shuttered Venue Operations Grant funding in the amount of \$621,325.35 to expenditure account 399-4650-770.

NB 1. GENERAL MUNICIPAL ELECTION-APRIL 12, 2022

Andrea Alexander, City Clerk presented the staff report on this item.

The City Clerk provided the procedure for public comment on the General Municipal Election-April 12, 2022

No public comment at this time

On a motion by Vice Mayor Crist and seconded by Council Member Mann the City Council Approved NB 1 as comprised, by the following vote: 5-0-0-0; Ayes: Dorris, Malhi, Mann, Crist, Parris; Noes: None; Abstain: None; Absent: None.

- A. Adopted **Resolution No. 21-54**, calling for the holding of a General Municipal Election to be held on Tuesday, April 12, 2022, for the election of certain officers, as required by the provisions of the applicable laws of the state of California and the City of Lancaster City Charter.
- B. Adopted **Resolution No. 21-55**, rescinding **Resolution No. 21-47** and requesting the Board of Supervisors of the County of Los Angeles to render specified services to the city relating to the conduct of a General Municipal Election to be held Tuesday, April 12, 2022.
- C. Adopted **Resolution No. 21-56**, adopting regulations for candidates for elective office, pertaining to filing fees and candidate statements submitted to the voters at an election to be held Tuesday, April 12, 2022.
- D. Adopted **Resolution No. 21-57**, providing for the conduct of a special runoff election for elective offices in the event of a tie vote at any municipal election

- E. Directed staff to conduct a standalone all-mail ballot general municipal election and approved the following Professional Services Agreement to provide election support services.
 - 1. Hart Interactive for ballot design, tabulation software, equipment, and associated services in the amount of \$77,602; and
 - 2. ProVote Solutions for ballot production, print and mail services in an amount of \$177,634.80 for the term of December 2021 to December 2022;
- F. Appropriated an additional amount of \$152,210 to the election budget for a total of \$502,973

CR 1. SUMMARY OF THE SEPTEMBER 28, 2021, BOARD OF DIRECTORS MEETING FOR THE ANTELOPE VALLEY TRANSIT AUTHORITY (AVTA)

Vice Mayor Crist reported on the September 28, 2021, Board of Directors meeting for AVTA to include report of a tribute honoring Angela Underwood-Jacobs for her service in representing the City of Lancaster. Also, reported on approved contract for eight additional BYD buses and upcoming press release for reaching its goal of becoming one hundred percent (100%) electric.

CR 2. COUNCIL REPORTS

No reports at this time.

LANCASTER SUCCESSOR AGENCY

No action is required at this time.

LANCASTER HOUSING AUTHORITY

No action is required at this time.

LANCASTER FINANCING AUTHORITY

No action is required at this time.

LANCASTER POWER AUTHORITY

No action is required at this time

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

Jason Caudle, City Manager discussed previous SG H2 signing ceremony. He also provided a video presentation on the SG H2 signing ceremony and announced Mayor’s participation in the Japanese ministerial energy program. He also provided a video presentation on success of Haunt at the Hanger event. He also discussed upcoming events such as Field of Drafts on November 6, 2021; Small Business Saturday on November 27, 2021; MOAH’s free early stage Alzheimer Virtual Tour scheduled on October 28, 2021 and free print making on November 18, 2021. The City Manager also discussed LPAC performance and full shows. The City Manager discussed

various locations of ongoing road construction and various cleanup provided by Development Services team to cleanup after wind storm.

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 items.

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

Addressing the Council at this time:

Alice Hawkins- spoke in opposition of excessive noise within the senior community and discussed issues with cleanliness of water.

Jose Jacinto-discussed Lancaster's failing grade on providing smoke free outdoor air. He further discussed the reason for Lancaster's failing grade which is based on local ordinances. Mr. Jacinto provided recommendations to improve grade.

Alfa Rodriguez-discussed comprehensive statistics regarding outdoor smoking and the need to have smoke free outdoor areas within the City of Lancaster.

David Paul-discussed issues around defunding the police as it relates to amount of police calls shown on the Antelope Valley (AV) Scanner. He also discussed the need to have positive role models for young people.

Fran Sereseres- spoke in support of smoking coalition and creating an ordinance to combat issues with smoking and leaving cigarette butts in front yards. She also discussed issues with covered drainage and cloudy water.

Heather Varden-reported on the twenty twenty-two (2022) year greater Los Angeles homeless count.

COUNCIL/AUTHORITY COMMENTS

No comments at this time.

ADJOURNMENT

Mayor Parris adjourned the meeting in memory of longtime Antelope Valley resident and journalist, Vern Lawson, Sr.

A member of “The Greatest Generation,” Vern was born in 1925 in Longview, Washington. He entered the Army Air Corps in 1944 and was assigned to Denver until the end of World War II in 1945. Vern then started at the USC School of Journalism, selecting the major by asking which course of study had the fewest mathematics requirements. Vern received a job offer from the *Ledger-Gazette* in Lancaster one week before graduation. He proceeded to write and edit for various local newspapers, with his lengthiest tenure at the *Antelope Valley Press*, for over 70 years until shortly before his passing at age 95. His colleagues describe him as a brilliant man of unwavering integrity, with an excellent sense of humor.

Vern was the father of Vern Lawson, Jr., who served as Lancaster’s first City Manager and led the City’s economic development efforts for decades. He is survived by Vern and his sister Dana, as well as numerous stepchildren, grandchildren, and great-grandchildren.

Mayor Parris stated that the next meeting is scheduled for Tuesday, November 9, 2021 and adjourned the meeting at 6:20 p.m.

PASSED, APPROVED and ADOPTED this 9th day of November 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
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**

CC 3
11/09/21
JC

Date: November 9, 2021
To: Mayor Parris and City Council Members
From: George N. Harris II, Finance Director
Subject: **Check Registers – October 10, 2021 through October 23, 2021**

Recommendation:

Approve the Check and Wire Registers for October 10, 2021 through October 23, 2021 in the amount of \$8,252,012.32 as presented.

Fiscal Impact:

\$8,252,012.32 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.:	7421175-7421437	\$ 5,665,761.35
ACH/Wire Check Nos.:	101010948-101010951	\$ <u>2,586,250.97</u>
		\$ 8,252,012.32

Voided Check No.:	N/A
Voided ACH/Wire No.:	N/A

GH:sp

Staff Report
Monthly Report of Investments
September 26, 2006
Page 2

Attachments:

Check Register
ACH/Wire Register

City of Lancaster Check Register



From Check No.: 7421175 - To Check No.: 7421437

From Check Date: 10/10/21 - To Check Date: 10/23/21

Printed: 10/25/2021 10:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7421175	00107	A V PRESS	09/21-ON THE NET	82.00	101 4205301	82.00
7421176	00107	A V PRESS	08/21-LEGAL ADS	4,513.11	101 4210263 101 4210263 101 4210263 101 4210263 101 4770263 101 4770263 101 4770263 101 4770263 101 4770263 209 16ZZ001924	226.78 275.07 709.67 898.51 365.98 385.53 552.48 628.72 470.37
				4,513.11		4,513.11
7421177	00107	A V PRESS	09/21-LEGAL ADS	5,850.14	101 4210263 101 4210263 101 4210263 101 4210263 101 4770263 101 4770263 101 4770263 101 4770263 101 4770263 701 11BS034924 701 11BS034924 701 11ZZ005924 701 11ZZ005924	233.82 486.40 729.61 838.69 345.64 365.98 392.56 777.70 433.23 433.23 406.64 406.64
				5,850.14		5,850.14
7421178	10733	ALEXANDER, ANDREA	AA-MILEAGE-SACTO-9/21-9/24	61.48	101 4220256	61.48
7421179	D1872	CA WATER ENVIRONMENTAL ASSN	DS-MEMBERSHIP DUES-350126	192.00	101 4220311	192.00
7421180	D1872	CA WATER ENVIRONMENTAL ASSN	OR-MEMBERSHIP DUES-394907	192.00	101 4220311	192.00
7421181	10730	DAVIDVICTOR.COM, INC.	BAL-DAVID VICTOR-10/08/21	3,750.00	101 4650318	3,750.00
7421182	10712	HAGGARD, JOE	JH-MILEAGE-RNCHO MRG-9/26-9/28	156.80	101 4220256	156.80
7421183	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 21/2021	180.00	101 2171000	180.00
7421184	10618	MANGO AND DANGO	BAL-HAUNT AT THE HANGER 10/16	3,000.00	101 4649561	3,000.00
7421185	03154	SO CA EDISON	08/03-09/28/21 ELECTRIC SVC	2,827.37	203 4785652 483 4785660	2,477.26 350.11
				2,827.37		2,827.37

City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7421186	03154	SO CA EDISON	08/10-10/05/21 ELECTRIC SVC	15,607.81	203 4785652 480 4755652 484 4755652 485 4755652 490 4250652	8,625.70 550.26 282.88 5,453.17 695.80
				<u>15,607.81</u>		<u>15,607.81</u>
7421187	10131	STOCK, LAWRENCE	09/21-COMM DISEASES ADVICE	5,000.00	101 4431301	5,000.00
7421188	A5389	A V FAIR	FIRE MARSHAL FEES-4TH OF JULY	4,560.00	101 4649560	4,560.00
7421189	03854	A V JANITORIAL SUPPLY	ESP-JANITORIAL SUPPLIES	365.20	101 4631406	365.20
7421190	C8328	A V MOSQUITO & VECTOR CONTROL	FY21/22 MOSQUITO/VECTOR CNTRL	981.89	101 4430311 101 4634311 306 4240311 484 4752311 991 4240603	98.20 451.67 235.63 147.29 49.10
				<u>981.89</u>		<u>981.89</u>
7421191	08979	A V PEST CONTROL	JRP-PEST REMOVAL-SEPT AHP-PEST REMOVAL-SEPT PBP-PEST REMOVAL-SEPT EDP-PEST REMOVAL-SEPT PEST CONTROL-AVE H/KETTERING WASP NEST PEST CONTROL-25TH W-WASP NEST	110.00 85.00 95.00 65.00 125.00 125.00	101 4631301 101 4631301 101 4631301 101 4631301 482 4636404 482 4636404	110.00 85.00 95.00 65.00 125.00 125.00
				<u>605.00</u>		<u>605.00</u>
7421192	06099	A V RECYCLING CENTER	HOMELESS ENCAMPMENT CLEANUP 9/7-9/30/21	30,000.00	101 4800301	30,000.00
7421193	07489	ACCESSO SHOWARE	PAC-09/21-TICKET/DONATN SALES	1,993.75	112 4315302	1,993.75
7421194	C4724	ACTIVE NETWORK LLC	ACTIVENET RFNDS-PRGRM CNCLD	3,191.00	101 2182001	3,191.00
7421195	10570	ADCOM WORLDWIDE AIRGROUP DIST	MOAH-ARTWORK TRANSPORTATION	946.85	101 4653257	946.85
7421196	05445	ADELMAN BROADCASTING, INC	KGBB-FM / DAVID VICTOR PRESNTS KEPD-FM / DISASTER PREP/RECVRY KGBB-FM / DISASTER PREP/RECVRY KRAJ-FM / DISASTER PREP/RECVRY KZIQ-FM / DISASTER PREP/RECVRY KGIL-FM / DISASTER PREP/RECVRY KLOA-AM / DISASTER PREP/RECVRY	120.00 1,920.00 2,020.00 1,840.00 1,840.00 1,840.00 1,020.00	101 4650205 101 4100301 101 4100301 101 4100301 101 4100301 101 4100301 101 4100301	120.00 1,920.00 2,020.00 1,840.00 1,840.00 1,840.00 1,020.00
				<u>10,600.00</u>		<u>10,600.00</u>
7421197	C8962	ALTA LANGUAGE SERVICES, INC	LISTENING/SPEAKING TEST	68.00	101 4220301	68.00
7421198	08992	ARC DOCUMENT SOLUTIONS LLC	CP21009-2021 SUMMER PVMT MGMT	641.10	701 12ST046924	641.10

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7421199	07639	ARCTIC AIR AND REFRIGERATION	LMS-RPR 3RD BASE SIDE COOLER	460.00	101 4632402	460.00
7421200	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE	1,182.78	203 4752410	1,182.78
			READY MIX CONCRETE	740.23	203 4752410	740.23
			READY MIX CONCRETE	621.16	203 4752410	621.16
			READY MIX CONCRETE	740.23	203 4752410	740.23
			READY MIX CONCRETE	660.85	203 4752410	660.85
				<u>3,945.25</u>		<u>3,945.25</u>
7421201	10285	ASTRUM UTILITY SERVICES, LLC	07/21-09/21-CONSULTING SVCS	1,667.50	490 4250301	1,667.50
7421202	06115	ATLANTIC CUSTOM SOLUTIONS INC	BEER TASTER GLASSES(900)	2,502.00	101 2175000	(256.46)
					101 4649563	256.46
					101 4649563	2,502.00
			BEER TASTING GLASSES(3012)	2,168.64	101 2175000	(222.29)
					101 4649563	222.29
					101 4649563	2,168.64
				<u>4,670.64</u>		<u>4,670.64</u>
7421203	04151	AXES FIRE INC	FIRE CERTS(59)	1,239.97	101 4633402	1,239.97
7421204	10710	BAM CREATIVE	ARCHITECTUAL SVCS	6,444.41	101 11BS037924	6,444.41
7421205	C8921	BARTEL ASSOCIATES, LLC	08/21-CONSULTING SVCS	2,200.00	101 4410301	2,200.00
7421206	C4358	BEST BEST & KRIEGER LLP	LEGAL SVCS THRU 09/30/21	462.00	306 4240301	462.00
7421207	06799	BRAUN BLAISING SMITH WYNNE PC	08/21-LEGAL MATTERS	210.00	490 4250303	210.00
7421208	09916	CA PROF ENGINEERING INC	CP17013-AVE I & 60TH WEST	5,651.88	150 2100003	(297.47)
					232 16ST030924	142.47
					232 16ST030924	2,706.88
					399 16ST030924	155.00
					399 16ST030924	2,945.00
				<u>5,651.88</u>		<u>5,651.88</u>
7421209	04636	CAYENTA/N HARRIS COMPUTER CORP	PAYMENTUS INTEGRATION	1,600.00	101 4410302	1,600.00
7421210	10309	CLIFTON LARSON ALLEN LLP	AUDIT SERVICES	2,000.00	101 4432304	2,000.00
7421211	A6282	DANCIN IN ACTON	TCKT PRCDs-DANCN ACTN-10/02/21	21,039.39	101 2107000	35,219.00
					101 3405102	(16.90)
					101 3405127	(5,057.65)
					101 3405300	(6,402.00)
					101 3405302	(754.86)
					101 3405303	(1,564.20)
					101 3405304	(66.00)
					101 3405306	(318.00)

City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				21,039.39		21,039.39
7421212	00414	DESERT LOCK COMPANY	KEYS	56.50	101 4633403	56.50
7421213	09191	DESIGNERS TOUCH LANDSCAPE INC	OMP-RPR MAIN QUICK COUPLER VLV LMS-RPR MAIN FOR IRRIGATION	985.00 995.00	101 4634402 101 4632402	985.00 995.00
				<u>1,980.00</u>		<u>1,980.00</u>
7421214	10731	FALCON, DIEGO	RFND-DR 21-169 FEE	957.00	101 3203100	957.00
7421215	D3240	FASTENAL COMPANY	TRANSPORTATION-SUPPLIES	939.56	111 4753209	17.35
					203 4754208	8.82
					203 4754455	297.24
					203 4754456	491.99
					483 4754660	124.16
			GLOVES	297.20	331 4754788	297.20
			AIR FILTERS	131.37	111 4753207	131.37
			UTILITY SVCS SUPPLIES	900.32	480 4755209	134.09
					480 4755405	766.23
			COVID-19 SUPPLIES	990.18	101 4431250	990.18
			FACE MASKS, DIS SPRAY	20.26	101 4431250	20.26
			FLEET SUPPLIES	317.31	111 4753209	42.32
					111 4753214	130.14
					111 4753405	144.85
			UTILITY SVCS	1,595.11	480 4755208	370.91
					480 4755209	1,159.15
					480 4755413	65.05
			HARD HATS	3,124.43	101 4220209	3,124.43
				<u>8,315.74</u>		<u>8,315.74</u>
7421216	07124	FIRST AMERICAN DATA TREE, LLC	09/21-PROFESSIONAL SERVICES	400.00	101 4230301	400.00
7421217	07369	FRONTIER COMMUNICATIONS CORP	09/25-10/24/21 TELEPHONE SVC	997.99	101 4633651	997.99
7421218	L0789	FULGENCIO, ELEAZAR	LCE-NEM 2020 ANNUAL PAYOUT	122.55	101 2140000	122.55
7421219	08245	GOLDEN STATE LABOR COMPLIANCE	CP21003-2020 SUMMER PMP CP21012-SR-138 (SR-14) AVE J	2,778.00 2,779.00	701 12ST042924 210 15BR007924	2,778.00 2,779.00
				<u>5,557.00</u>		<u>5,557.00</u>
7421220	03430	GRAINGER	BUCKET LIFT	12,072.05	101 4650602	12,072.05
7421221	C9535	HILLYARD/LOS ANGELES	CH-TRASH BAGS, PAPER TOWELS TRASH BAGS	432.74 717.20	101 4633406 101 4633406	432.74 717.20
				<u>1,149.94</u>		<u>1,149.94</u>
7421222	07183	HOMEWOOD SUITES LANCASTER	VIDAL, CINTA-FOLIO148354A SCHOMAKER, KRISTINE-F#148455A KHERADYAR, HABIB-F#149068A	1,391.11 304.65 1,077.75	101 4600335 101 4651251 101 4653257	1,391.11 304.65 1,077.75

City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			TOTEMS, MELA-FOLIO#148626A	1,263.51	101 4653257	1,263.51
			MARSH, MELA-FOLIO#149195A	198.73	101 4653257	198.73
				<u>4,235.75</u>		<u>4,235.75</u>
7421223	09369	INTERWEST CONSULTING GROUP INC	06/21-GIS SUPPORT	260.00	112 4315302	260.00
7421224	D4004	J P POOLS	AQUATICS CHEMICALS	4,902.00	101 4631670	4,902.00
			SPLASH PAD REPAIRS	640.00	101 4631670	640.00
				<u>5,542.00</u>		<u>5,542.00</u>
7421225	1203	LANCASTER PLUMBING SUPPLY	MOAH-TOILET PARTS	20.15	101 4651403	20.15
			CDR CTR-TOILET PARTS	48.20	101 4633403	48.20
				<u>68.35</u>		<u>68.35</u>
7421226	10162	LANDSCAPE CONNECTION GROUP	WALL REPAIR-25TH E AVE J	795.00	482 4636462	795.00
7421227	06663	MASON, MELINDA	PHOTOS-MEMO SIGNING W/ NAMIE	550.00	101 4205301	550.00
			PHOTOS-CHAMBER BANQUET	275.00	101 4205301	275.00
			PHOTOS-AVHS UNION DISTRICT	75.00	101 4205301	75.00
			PHOTOS-BYD LUNCHEON	125.00	101 4205301	125.00
			PHOTOS-TENT REVIVAL	175.00	101 4205301	175.00
			PHOTOS-AV MENTAL HLTH DEDICATN	175.00	101 4205301	175.00
				<u>1,375.00</u>		<u>1,375.00</u>
7421228	10190	MCKESSON MEDICAL-SURGICAL INC	TEST KIT-SOFIA FLU/SARS ANT	48,511.14	101 4431295	1.14
					101 4431295	48,510.00
				<u>48,511.14</u>		<u>48,511.14</u>
7421229	10256	MIER, BRYAN	PHOTO/VIDEO-CINTA VIDAL MURAL	1,999.00	101 4600335	1,999.00
			PHOTO/VIDEO-STRUCTURE EXHIBIT	500.00	101 4653251	500.00
			PHOTO/VIDEO-STRUCTURE EXHIBIT	1,999.00	101 4653257	1,999.00
				<u>4,498.00</u>		<u>4,498.00</u>
7421230	D3578	MINUTEMAN PRESS	LCE-CALPINE PUSH NOTICES(1)	1.89	490 4250213	1.89
			LCE-CALPINE PUSH NOTICES(315)	302.62	490 4250213	302.62
			LCE-CALPINE PUSH NOTICES(335)	296.61	490 4250213	296.61
			ADMIN COUNTER DISPLAY DECAL(1)	249.72	101 4200205	249.72
			LCE-CALPINE PUSH NOTICES(1)	1.89	490 4250213	1.89
			LCE-CALPINE PUSH NOTICES(356)	331.24	490 4250213	331.24
			LCE-CALPINE PUSH NOTICES(315)	283.86	490 4250213	283.86
			ENVELOPES #10 WINDOW(10K)	1,615.04	101 4410253	1,615.04
				<u>3,082.87</u>		<u>3,082.87</u>
7421231	10732	MONIZ, JILL	HK ZAMANI TALK-10/7/21	300.00	101 4653251	300.00
7421232	10307	NATIONAL UTILITY LOCATORS LLC	TECHNICAL UTILITY LOCATING	5,000.00	203 4754301	1,000.00
					203 4755301	1,000.00
					480 4755301	1,000.00
					483 4754301	1,000.00

City of Lancaster Check Register



From Check No.: 7421175 - To Check No.: 7421437
 From Check Date: 10/10/21 - To Check Date: 10/23/21

Printed: 10/25/2021 10:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
				5,000.00	484 4755301	1,000.00
						5,000.00
7421233	D2634	O'REAR, JEFFREY R	10/21-PRODUCTION SERVICES	400.00	101 4649225	400.00
7421234	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 21/2021	566.06	101 2170200	566.06
7421235	05741	P P G ARCHITECTURAL FINISHES	PAINT SUPPLIES	230.57	203 4752502	230.57
7421236	10708	PACIFIC UTILITY INSTALLATION	UTILITY CONSULTING	2,900.00	490 4791301	2,900.00
7421237	10392	PEI	MAILBOX MIGRATION-MS #2	2,404.20	112 4315302	2,404.20
7421238	A2220	PESTMASTER SERVICES, LP	MOWING	1,463.00	101 4752408	1,249.51
			MOWING	1,045.00	306 4752408	213.49
					101 4752408	892.50
					306 4752408	152.50
				2,508.00		2,508.00
7421239	08967	PIONEER ATHLETICS	OMP-FOUL LINE PAINT	1,947.00	101 4634404	1,947.00
7421240	06160	PRIME TIME PARTY RENTALS	TBL/TENT/CHR RENTAL-VAX EVENT	11,393.00	101 4431350	6,667.00
					101 4649561	1,500.00
					101 4649563	1,500.00
					101 4649563	1,726.00
			TBP-TBL/CHR/TENT RENTAL	618.00	101 4771301	618.00
			LMS-MOVING ITEMS/TENT RENTALS	1,040.00	701 11BS019924	1,040.00
				13,051.00		13,051.00
7421241	07287	PRINTING BOSS	JRP-RENOVATION SIGNS	37.50	101 4631403	37.50
7421242	07002	READYREFRESH BY NESTLE	5 GAL DRINKING WATER (16)	131.18	101 4650251	131.18
7421243	D3947	S G A CLEANING SERVICES	JRP-STAKEBED REFURBISH	985.00	101 4631402	985.00
			PBP-RESTROOM SANITIZING	760.00	101 4631403	760.00
				1,745.00		1,745.00
7421244	10608	SHARP PEST MANAGEMENT	PEST CONTROL(8)	400.00	101 4622682	400.00
			PEST CONTROL(10)	500.00	101 4622682	500.00
				900.00		900.00
7421245	05934	SHI INTERNATIONAL CORP	TEAMS CONFIG/IMPLEMENTATION	10,672.50	101 4315301	10,672.50
			FILEMAKER LICENSE RENEWAL	22,002.00	112 4315302	22,002.00
				32,674.50		32,674.50
7421246	08337	SILVER LINING SOLUTIONS LLC	09/21-GENERAL SUPPORT	4,720.00	112 4315302	4,720.00
7421247	01816	SMITH PIPE & SUPPLY INC	CH-IRRIGATION PARTS	31.26	101 4633404	31.26
			CH-SPRINKLERS	107.15	101 4633404	107.15

City of Lancaster Check Register



From Check No.: 7421175 - To Check No.: 7421437

From Check Date: 10/10/21 - To Check Date: 10/23/21

Printed: 10/25/2021 10:39

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				138.41		138.41
7421248	A1393	TEAMSTERS LOCAL 911	10/21 UNION DUES	3,325.00	101 2157000	3,325.00
7421249	09665	TERRACARE ASSOCIATES, LLC	PAC-LANDSCAPING	2,200.00	203 4636404	2,200.00
			AHP-PLANT INSTALL	810.00	101 4631265	810.00
			REPLACE DMGD GRASS-BP/K10	1,650.00	203 4636460	1,650.00
			BP-SOD REPLACEMENT	1,612.50	203 4636460	1,612.50
			09/21-IRRIGATION	2,000.00	203 4636404	2,000.00
			09/21-IRRIGATION	2,000.00	482 4636404	2,000.00
			09/21-IRRIGATION	1,300.66	482 4636404	1,300.66
				<u>11,573.16</u>		<u>11,573.16</u>
7421250	C5522	THOMSON REUTERS-WEST PMT CENTI	09/21-INFORMATION CHARGES	921.34	101 4230301	921.34
			LIBRARY PLAN CHARGES	30.28	101 4230301	30.28
				<u>951.62</u>		<u>951.62</u>
7421251	08319	TRIEPEI SMITH & ASSOCIATES INC	09/21-MARKETING SUPPORT	4,045.00	101 4205301	4,045.00
7421252	02977	TURBO DATA SYSTEMS INC	09/21-PARKING CITATIONS	5,976.25	101 4820301	5,976.25
			09/21-ADMIN CITATIONS	1,348.15	101 4245301	1,348.15
				<u>7,324.40</u>		<u>7,324.40</u>
7421253	A7515	U S BANK	08/21-ADMIN FEE	250.00	101 3501110	250.00
7421254	D4202	U S BANK	ADMIN FEES-06/01/21-05/31/22	1,575.00	991 4240962	1,575.00
			ADMIN FEES-06/01/21-05/31/22	1,575.00	991 4240962	1,575.00
				<u>3,150.00</u>		<u>3,150.00</u>
7421255	A2124	UNDERGROUND SERVICE ALERT/SC	08/21-TICKETS(253)	427.45	484 4755301	427.45
			CA STATE FEE FOR REGLTRY COSTS	123.71	484 4755311	123.71
				<u>551.16</u>		<u>551.16</u>
7421256	C4011	UNITED RENTALS	TILT SENSOR-EQ5828	253.93	111 4753207	253.93
7421257	31009	UNIVERSAL ELECTRONIC ALARMS	MNTC YD-10/21-FIRE ALARM	27.00	203 4752301	27.00
			MNTC YD-10/21-SECURITY ALARM	27.00	203 4752301	27.00
				<u>54.00</u>		<u>54.00</u>
7421258	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	95.16	203 4752410	95.16
			COLD MIX	113.09	203 4752410	113.09
			COLD MIX	101.13	203 4752410	101.13
			COLD MIX	104.55	203 4752410	104.55
				<u>413.93</u>		<u>413.93</u>
7421259	31026	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	1,741.65	101 4633406	1,741.65
			JANITORIAL SUPPLIES	52.24	101 4633406	52.24
			JANITORIAL SUPPLIES	148.90	101 4633406	148.90
			JANITORIAL SUPPLIES	1,394.66	101 4633406	1,394.66

City of Lancaster Check Register



From Check No.: 7421175 - To Check No.: 7421437

From Check Date: 10/10/21 - To Check Date: 10/23/21

Printed: 10/25/2021 10:39

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			JANITORIAL SUPPLIES	277.39	101 4633406	277.39
				3,614.84		3,614.84
7421260	10249	WE THE CREATIVE	OUTLOOK MAG-FALL 2021	6,070.00	101 4205301	6,070.00
7421261	C7946	L A CO DEPT ANIMAL CARE&CONTRL	08/21-HOUSING COSTS	101,043.16	101 4820363	101,043.16
7421262	2003	TIP TOP ARBORISTS, INC	09/21-TREE TRIM/REMOVAL	4,570.00	101 4634267	4,570.00
			09/21-TREE TRIM/REMOVAL	13,690.00	101 4631267	13,690.00
			09/21-TREE REMOVAL/PLANT	26,620.00	203 4636267	26,620.00
			09/21-TREE TRIM/REMOVAL	13,650.00	483 4636267	13,650.00
			09/21-TREE TRIM/REMOVAL	12,375.00	482 4636267	12,375.00
				70,905.00		70,905.00
7421263	D1507	A B C-ALCOHOL BEVERAGE CONTROL	LMS-ABC PERMIT-FIELD OF DRAFTS	50.00	101 4649563	50.00
7421264	C0077	A V E K	BACTERIOLOGICAL TESTING	20.00	101 4635301	20.00
7421265	C0077	A V E K	BACTERIOLOGICAL TESTING	46.00	485 4755301	46.00
7421266	C0077	A V E K	INSTALL FEE-1" WTR MTR-CP21012	12,056.00	210 15BR007924	12,056.00
7421267	C2060	CA WATER SERVICE COMPANY	09/03-10/13/21 WATER SVC	1,819.83	482 4636654	1,819.83
7421268	D4457	CARDENAS, ROSA	RC-PR DM-LAS VEGAS-10/26-10/29	241.50	101 4220256	241.50
7421269	10605	CROCE TOURS INC	HOTEL BUYOUT-CROCE PLAYS GROCE 5 ROOMS	700.00	101 4650257	700.00
7421270	10605	CROCE TOURS INC	BAL-CROCE PLAYS GROCE-10/24/21	3,571.00	101 2177003	(269.00)
					101 4650318	3,840.00
				3,571.00		3,571.00
7421271	C9800	DE LA CANAL, RUBEN	RD-MILEAGE-CACEO-10/4-10/8/21	496.72	101 4220256	496.72
7421272	09575	ENTERPRISE FM TRUST	2021 RAM 3500-23TCGV VIN #3C7WRSCJ8MG601502	6,825.93	104 4753762	6,825.93
7421273	1215	L A CO WATERWORKS	08/02-10/13/21 WATER SVC	22,629.33	101 4620654	142.62
					101 4633654	319.28
					203 4636654	9,051.78
					482 4636654	13,115.65
				22,629.33		22,629.33
7421274	D4325	MCNUTT, SAMUEL	SM-RNTL CAR-CACEO-10/5-7	201.69	101 4220256	201.69
7421275	09171	NR3T, LLC	BAL-3 REDNECK TENORS-10/22/21	6,405.00	101 2177003	(595.00)
					101 4650318	7,000.00
				6,405.00		6,405.00
7421276	01897	PAULSEN, JAMES C.	JP-BOOT/PANT REIMBURSEMENT	500.00	101 4633209	500.00

City of Lancaster Check Register



From Check No.: 7421175 - To Check No.: 7421437

From Check Date: 10/10/21 - To Check Date: 10/23/21

Printed: 10/25/2021 10:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7421277	1705	QUARTZ HILL WATER DISTRICT	08/31-09/30/21 WATER SVC	11,232.25	101 4620654 101 4620682 101 4634654 203 4636654 482 4636654	47.39 36.75 5,991.52 776.51 4,380.08
				11,232.25		11,232.25
7421278	D4464	RAMIREZ, SANDRA	SR-PR DM-REDRCK/NV-10/26-10/29 ADMIN CONF	241.50	101 4220256	241.50
7421279	03154	SO CA EDISON	08/30-09/28/21 ELECTRIC SVC	84.55	483 4785660	84.55
7421280	03154	SO CA EDISON	09/08-10/07/21 ELECTRIC SVC	856.28	203 4636652 482 4636652 484 4755652	86.35 725.84 44.09
				856.28		856.28
7421281	03154	SO CA EDISON	08/10-10/10/21 ELECTRIC SVC	24,809.46	101 4620652 101 4633652 101 4635652 203 4785652 482 4636652 483 4754660 483 4785660	2,599.26 10,012.34 10,998.38 64.84 103.67 16.37 1,014.60
				24,809.46		24,809.46
7421282	1907	SO CA GAS COMPANY	08/31-10/01/21 GAS SVC	15.29	101 4631655	15.29
7421283	D3370	VERIZON WIRELESS	09/21-ADDL IPADS/SVC	763.75	112 4315651	763.75
7421284	D3370	VERIZON WIRELESS	09/21-WIRELESS SERVICE	3,119.46	112 4315651	3,119.46
7421285	D3370	VERIZON WIRELESS	09/21-IPAD SERVICE	6,805.93	112 4315651	6,805.93
7421286	10747	VO, ANABELLE	REIMB-HOTEL-MAYORS HYDRO EVENT	162.94	101 4100201	162.94
7421287	10506	WHALEN, ANN MARIE	REIMB-CACEO CERT & FUEL	275.01	101 4220256 101 4220256	75.01 200.00
				275.01		275.01
7421288	08760	YESETA, SYDNEY	SY-LYFT-IEDC-NSHVLL-10/2&10/6	55.61	101 4220256	55.61
7421289	08290	4WALL ENTERTAINMENT INC	GAFFERS TAPE(30)	682.74	101 4650602	682.74
7421290	06066	A T & T	DOJ-09/21-PHONE-BAN 9391067128	214.76	112 4315651	214.76
7421291	06576	A V CHEVROLET	GMSPO LAMP	92.72	111 4753207	92.72
7421292	02605	A V COLLISION REPAIRS, INC	VHCL RPRS-EQ1518	2,414.50	111 4753463	2,414.50

City of Lancaster Check Register



From Check No.: 7421175 - To Check No.: 7421437
 From Check Date: 10/10/21 - To Check Date: 10/23/21

Printed: 10/25/2021 10:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			TRCK RPR-EQ7512	1,358.26	111 4753463	1,358.26
				3,772.76		3,772.76
7421293	08979	A V PEST CONTROL	LMS-PEST CONTROL SVC	175.00	101 4632301	175.00
			NSC-PEST CONTROL SVC	185.00	101 4635301	185.00
			OMP-PEST CONTROL SVC	190.00	101 4634301	190.00
			RDP-PEST CONTROL SVC	65.00	101 4634301	65.00
				615.00		615.00
7421294	C4724	ACTIVE NETWORK LLC	ACTIVENET RFNDS-PRGRM CNCLD	1,051.00	101 2182001	1,051.00
7421295	05445	ADELMAN BROADCASTING, INC	KGBB-FM / DAVID VICTOR PRESENT	180.00	101 4650205	180.00
7421296	10165	ADT COMMERCIAL LLC	10/21-LMS-ALARM MONITORING	557.38	101 4632301	557.38
			10/21-LMS-ELEVATOR MONITORING	44.65	101 4632301	44.65
				602.03		602.03
7421297	C8745	ADVANCE ELECTRIC	NSC-LIGHTING REPAIR	275.00	101 4635402	275.00
7421298	D3147	AMERICAN PLUMBING SERVICES,INC	EDP-RESTROOM REPAIR	390.00	101 4631402	390.00
			RDP-UNCLOG WOMENS RR TOILET	100.00	101 4634402	100.00
			AHP-UNANTICIPATED SINK REPAIR	320.00	101 4630460	320.00
			OMP-UNCLOG/REPAIR	575.00	101 4634402	575.00
			NSC-QUOTE	100.00	101 4635402	100.00
			CMTY CTR-SERVICE CALL	100.00	101 4633402	100.00
				1,585.00		1,585.00
7421299	D3188	AMERICAN RED CROSS	LIFEGUARDING(2)	80.00	101 4642301	80.00
7421300	02693	ANDY GUMP, INC	OMP-FENCE RENTAL-9/27-10/24	44.68	101 4634602	44.68
7421301	10419	ANTHROPOLOGICAL RESEARCH CONT	NATIVE AMERICAN OUTREACH	1,250.00	101 4653251	1,250.00
7421302	04446	AUTO PROS	SMOG INSPECTION-EQ4357	45.00	111 4753207	45.00
7421303	04151	AXES FIRE INC	FR EXTNGSHR RCHRG(8)	103.60	111 4753207	103.60
7421304	C8172	B & H PHOTO VIDEO	JBL DLX PADDED COVER PROTCTV	350.59	101 4650602	350.59
7421305	10710	BAM CREATIVE	ARCHITECTUAL SVCS	5,792.55	101 11BS037924	5,792.55
7421306	L1320	BEASLEY, MARIA CYRIL	LCE NEM PAYOUT	0.27	490 4250658	0.27
7421307	L2104	BEZARES, FAMER L	LCE NEM PAYOUT	4.16	490 4250658	4.16
7421308	06639	BOOT BARN INC	UNION STAFF WORK BOOTS/PANTS	1,281.58	101 4631209	233.16
					101 4634209	198.44
					203 4752220	499.98
					480 4755220	350.00

City of Lancaster Check Register



From Check No.: 7421175 - To Check No.: 7421437
 From Check Date: 10/10/21 - To Check Date: 10/23/21

Printed: 10/25/2021 10:39

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				1,281.58		1,281.58
7421309	L2105	BRAVO, TWILA	LCE NEM PAYOUT	11.73	490 4250658	11.73
7421310	L2106	BROCATO, KAREN L	LCE NEM PAYOUT	3.50	490 4250658	3.50
7421311	C1008	BROTZE, PAMELA	LCE NEM PAYOUT	63.07	490 4250658	63.07
7421312	05841	C S LEGACY CONSTRUCTION, INC	CP20010-2020 SDWK CRB-RET PMT	34,906.05	150 2100003	34,906.05
7421313	00382	CARRIER COMMUNICATIONS	09/21-HAUSER MTN SITE RENT	629.15	101 4245350	629.15
7421314	L2107	CASAS BONITAS LP	LCE NEM PAYOUT	63.37	490 4250658	63.37
7421315	05938	CENTERSTAGING LLC	PAC-TRANSPDRUMS-CARPENTER TRIB	998.00	101 4650602	998.00
7421316	03475	CLARK AND HOWARD	TOW CAT 323F	250.00	484 4752405	250.00
			VHCL TOW-EQ1517	80.00	111 4753207	80.00
			VHCL TOW-EQ1550	150.00	111 4753207	150.00
			TOW-CAT 323 EXCAVATOR	250.00	484 4752405	250.00
			TOW-JOHN DEERE 5325-EQ3773	750.00	111 4753207	750.00
				<u>1,480.00</u>		<u>1,480.00</u>
7421317	L1053	CONCESSIO, ROBERT	LCE NEM PAYOUT	94.50	490 4250658	94.50
7421318	08484	CONSOLIDATED ELECTRCL DIST INC	CH-WALL PLATE COVERS	32.61	101 4633403	32.61
			CH-LIGHT BULBS	168.68	101 4633403	168.68
				<u>201.29</u>		<u>201.29</u>
7421319	07545	COSTAR REALTY INFORMATION INC	10/21-PROFESSIONAL SERVICES	1,196.45	101 4790301	1,196.45
7421320	03450	COSTCO	HOSPITALITY SUPPLIES	171.20	101 4649561	171.20
7421321	03790	CRAFCO	SET OF BLANKETS/REPAIR-EQ3316	822.73	111 4753207	822.73
7421322	04677	D C F SOILS	NSC-TOP SOIL	1,752.98	101 4635404	1,752.98
7421323	09256	DAVE BANG ASSOC, INC OF CALIF	OMP-MALLET FOR PLAYGND CHIME	301.63	101 4630753	301.63
7421324	L1060	DAVIS, RANDI	LCE NEM PAYOUT	9.03	490 4250658	9.03
7421325	00432	DEPT OF JUSTICE	09/21-FINGERPRINT APPS	2,816.00	101 4220301	2,816.00
7421326	00414	DESERT LOCK COMPANY	NSC-LOCK REPAIR	60.00	101 4635402	60.00
			JRP-VANDALISM-LOCK REPAIR	166.21	101 4630460	166.21
			CH-SVC CALL-DR HNDLE SWITCH	60.00	101 4633402	60.00
			CDR CTR-DEADBOLT SVC	75.00	101 4633402	75.00
			NEW KEY CUT-INCUBATOR	2.00	101 4633402	2.00
			CH-KEYS(8)	16.00	101 4633402	16.00

City of Lancaster Check Register



From Check No.: 7421175 - To Check No.: 7421437

From Check Date: 10/10/21 - To Check Date: 10/23/21

Printed: 10/25/2021 10:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			CH-REKEY	10.00	101 4633402	10.00
			CMTY CTR-SVC DOOR HANDLES	552.61	101 4633402	552.61
			CMTY CTR-SVC DOOR HANDLE	216.56	101 4633402	216.56
				<u>1,158.38</u>		<u>1,158.38</u>
7421327	09191	DESIGNERS TOUCH LANDSCAPE INC	AHP-VALVE REPAIR	750.00	101 4631404	750.00
7421328	L2108	DEVOTO, CHRISTOPHER	LCE NEM PAYOUT	6.74	490 4250658	6.74
7421329	C0293	EAST, MARY PAULINE	07/21-09/21 FILM LIASON SVCS	1,325.00	101 4601308	1,325.00
7421330	06533	ENNIS-FLINT, INC.	PAINT	2,448.43	203 4754454	2,448.43
7421331	D3240	FASTENAL COMPANY	COPY PAPER	95.43	101 4410254	95.43
			PARKS &	5,720.30	101 4431406	120.02
					101 4631406	31.65
					101 4632406	349.71
					101 4633403	108.30
					101 4634208	239.07
					101 4634230	1,254.02
					101 4634404	11.97
					101 4634406	1,196.63
					101 4635403	241.45
					101 4635406	2,124.69
					482 4636404	42.79
			COVID-19 SUPPLIES-PARCS	2,023.84	101 4431406	2,023.84
				<u>7,839.57</u>		<u>7,839.57</u>
7421332	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	24.22	101 4770212	24.22
7421333	C9780	FILM LIASONS IN CA, STATEWIDE	GLD SPONSOR-11/14/21-CA ON LOC	1,875.00	101 4601251	1,875.00
7421334	D1793	FISH WINDOW CLEANING	CH-WINDOW CLEANING	34.00	101 4633402	34.00
7421335	L0784	FLETCHER, EMILY	LCE NEM PAYOUT	233.09	490 4250658	233.09
7421336	04203	FRANK'S RADIO SERVICE	UNITS 1-25 RENT 10/1-10/4	220.50	101 4649570	220.50
7421337	10280	GRADY COMMUNICATIONS, LLC	DESIGN WORK-RECYCLE	1,000.00	101 4771301	1,000.00
7421338	05822	H & H AUTO PARTS WHOLESALE	DISC BRAKE PADS-EQ7505	113.02	111 4753207	113.02
7421339	00822	H W HUNTER, INC	AA PANEL-EQ5708	74.26	111 4753207	74.26
			RADIATOR-EQ5856	290.18	111 4753207	290.18
				<u>364.44</u>		<u>364.44</u>
7421340	00849	HAAKER EQUIPMENT CO	COUPLER SOCKET(4)	156.12	480 4755208	156.12
			SWIVEL, OMSI-EQ3779	932.82	111 4753207	932.82
				<u>1,088.94</u>		<u>1,088.94</u>

City of Lancaster Check Register



From Check No.: 7421175 - To Check No.: 7421437
 From Check Date: 10/10/21 - To Check Date: 10/23/21

Printed: 10/25/2021 10:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7421341	10740	HARRIS, JAY JAY	REFUND-BASKETBALL	475.00	101 2182001	475.00
7421342	10745	HENISEY ELECTRIC	BARK IN THE PARK-10/6/21 BLVD/FIG 10/14/21	1,741.00 683.00 <u>2,424.00</u>	101 4649570 101 4653251	1,741.00 683.00 <u>2,424.00</u>
7421343	819	HERC RENTALS INC	OMP-LIFT RNTL TENNIS CT LIGHTS	697.71	101 4634602	697.71
7421344	09083	INT'L BUSINESS MACHINES CORP	INNOVATION PLATFORM-OPS/MAINT	13,923.81	490 4791301	13,923.81
7421345	A2594	INTERSTATE BATTERY SYS OF A V	BTTRS(7)	702.24	111 4753207	702.24
7421346	D1903	KERN MACHINERY INC-LANCASTER	HUB, SEAT, BRK PAD-EQ5844	1,192.96	111 4753207	1,192.96
7421347	05301	KIMBALL MIDWEST	ULTRA PROMAX GLOSS(120) ULTRA PROMAX GLOSS(120)	1,091.49 1,091.46 <u>2,182.95</u>	203 4754461 203 4754461	1,091.49 1,091.46 <u>2,182.95</u>
7421348	A8656	KIMLEY-HORN & ASSOCIATES INC	CP20005/14010-LANC AVE J PS&E CP21005/13019-AVE M PS&E CP15001-AVE L PA & ED	20,520.00 3,172.50 12,830.63 <u>36,523.13</u>	210 15BR007924 210 15BR005924 210 15BR008924	20,520.00 3,172.50 12,830.63 <u>36,523.13</u>
7421349	A9432	L A CO REGISTRAR-RECORDER/CLRK	08/21-ELECTRONIC RECORDING	539.00 <u>539.00</u>	101 2178000 101 4230212	439.00 100.00 <u>539.00</u>
7421350	10741	LA INJURY ATTYS &	CLAIM #069-19	500.00	113 4230303	500.00
7421351	10742	LA INJURY ATTYS &	CLAIM #069-19A	500.00	113 4230303	500.00
7421352	03575	LANCASTER AUTO INTERIORS	REPAIR SEAT & HEADLINER-EQ5825 SEAT REPAIR-EQ5708	625.00 294.10 <u>919.10</u>	111 4753207 111 4753207	625.00 294.10 <u>919.10</u>
7421353	C7873	LANCASTER AUTO MALL ASSOC	10/21-AUTO MALL SIGN EXPENSE	197.41	101 4790340	197.41
7421354	10162	LANDSCAPE CONNECTION GROUP	RPR FIRE DMG-CHALLENGER/J-8 WALL REPAIR-37TH E/AVE J	6,015.00 950.00 <u>6,965.00</u>	482 4636462 482 4636462	6,015.00 950.00 <u>6,965.00</u>
7421355	10609	LDM ASSOCIATES INC	09/21-CDBG ADMINISTRATION	17,604.50	361 4342301	17,604.50
7421356	L2109	LOPEZ, MARIO R	LCE NEM PAYOUT	1.82	490 4250658	1.82
7421357	L2110	MAIROSE, NICK	LCE NEM PAYOUT	115.70	490 4250658	115.70
7421358	L2111	MARTIN, BRETT	LCE NEM PAYOUT	102.46	490 4250658	102.46

City of Lancaster Check Register



From Check No.: 7421175 - To Check No.: 7421437

From Check Date: 10/10/21 - To Check Date: 10/23/21

Printed: 10/25/2021 10:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7421359	06663	MASON, MELINDA	PHOTO-BIKE CLINIC WALK & ROLL	175.00	101 4771301	175.00
7421360	L2112	MCALISTER, JUSTIN D	LCE NEM PAYOUT	105.77	490 4250658	105.77
7421361	L2113	MCKNIGHT, SAMUEL	LCE NEM PAYOUT	42.22	490 4250658	42.22
7421362	L0299	MEDINA, JOSE M	LCE NEM PAYOUT	64.88	490 4250658	64.88
7421363	10256	MIER, BRYAN	PHOTO/VIDEO-ROOF TOP EXHIBTN	300.00	101 4653251	300.00
7421364	D3578	MINUTEMAN PRESS	POSTCARDS(50,704)	15,722.35	490 4250213	15,722.35
7421365	01184	MONTE VISTA CAR WASH	CAR WASHES(19)	515.00	111 4753207	515.00
7421366	05773	MORRISON WELL MAINTENANCE	NSC-08/21-BACTERIOLOGICAL TST	200.00	101 4635301	200.00
7421367	D1167	MUNICIPAL CODE CORPORATION	ELECTRONIC UPDATE PAGES	133.00	101 4210360	133.00
7421368	D1878	MURPHY & EVERTZ,ATTYS AT LAW	09/21-LGL SVCS-AV GRNDWTR MTTR	1,912.50	101 4100303	1,912.50
7421369	08562	NAPA AUTO PARTS	STARTER-EQ3303	232.51	111 4753207	232.51
			DOOR LATCH ACTUATOR-EQ5709	86.63	111 4753207	86.63
			P-LUCK(5)-EQ3779	26.33	111 4753207	26.33
			DISC BRAKE PADS-EQ5708	47.40	111 4753207	47.40
			OIL FILTER-EQ5858	13.19	111 4753207	13.19
			NOZZLE, SWIVEL-EQ3307	103.06	111 4753207	103.06
			DRIVESHAFT-EQ5825	101.58	111 4753207	101.58
			AIR FILTER-EQ5851	38.01	111 4753207	38.01
			SPARK PLUGS(2)-EQ5831	5.84	111 4753207	5.84
			AIR FILTER-EQ5655	19.01	111 4753207	19.01
			HITCH, ADPTR, SOCKET-EQ3854	242.79	111 4753207	242.79
			SPARK PLUGS(3)-EQ5655	10.65	111 4753207	10.65
			MOLDING TAPE-EQ1520	13.60	111 4753207	13.60
				<u>940.60</u>		<u>940.60</u>
7421370	D2822	NATIONAL CINEMEDIA, LLC	THEATER ADS-9/4-10/1/21	525.00	101 4205205	525.00
7421371	09270	NEXTECH SYSTEMS INC	COUNTDOWN MODULE 16X18(15)	1,919.13	203 4754461	1,919.13
			RPLC DMGD EQUIP-ROUNDAABOUT	4,984.74	203 4754460	4,984.74
				<u>6,903.87</u>		<u>6,903.87</u>
7421372	L1818	OBRYANT, ROBERT G	LCE NEM PAYOUT	240.05	490 4250658	240.05
7421373	10431	ONYX ARCHITECTS, INC	PRELIM REV-STADIUM REPURPOSE	24,000.00	104 4631402	24,000.00
7421374	L2114	ORELLANA, MICHAEL	LCE NEM PAYOUT	45.09	490 4250658	45.09
7421375	D2680	ORIGINAL WATERMEN, INC	EMBROIDERY	1,250.52	101 4647209	1,250.52

City of Lancaster Check Register



From Check No.: 7421175 - To Check No.: 7421437

From Check Date: 10/10/21 - To Check Date: 10/23/21

Printed: 10/25/2021 10:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			EMBROIDERY	605.95	101 4642251	605.95
				<u>1,856.47</u>		<u>1,856.47</u>
7421376	06636	P & J ELECTRIC INC	SKT-VANDALISM-POWER REPAIR	695.88	101 4630460	695.88
7421377	A7221	P E R S LONG TERM CARE PROGRAM	10/21-RETIREE LONG TERM CARE	5,652.01	109 1101000	5,652.01
7421378	05741	P P G ARCHITECTURAL FINISHES	PAINT SUPPLIES	76.86	203 4752502	76.86
7421379	L2115	PATEL, SNEHA	LCE NEM PAYOUT	27.19	490 4250658	27.19
7421380	07249	PATRIOT PLUMBING	PAC-DRINKING FOUNTAIN SERVICE	495.00	101 4650402	495.00
			PAC-RESTROOM REPAIR	601.60	101 4650402	601.60
				<u>1,096.60</u>		<u>1,096.60</u>
7421381	02169	PATTON'S METAL WORKING	ALUM SHEET METAL-13 PCS	4,407.46	206 15ST070924	4,407.46
7421382	05998	PAVING THE WAY FOUNDATION	CMMNTY SPRT/GOOD CTZNSHP PRGM	500.00	101 4820301	500.00
			CMMNTY SPRT/GOOD CTZNSHP PRGM	1,968.00	101 4820301	1,968.00
				<u>2,468.00</u>		<u>2,468.00</u>
7421383	L0356	PENCE, LARRY	LCE NEM PAYOUT	86.39	490 4250658	86.39
7421384	A2220	PESTMASTER SERVICES, LP	MOWING	2,131.80	101 4752408	1,820.71
					306 4752408	311.09
			MOWING	2,821.50	101 4752408	2,409.76
					306 4752408	411.74
			MOWING	2,299.00	101 4752408	1,963.51
					306 4752408	335.49
				<u>7,252.30</u>		<u>7,252.30</u>
7421385	05602	PETROLEUM EQUIPMENT CONST SRVS	09/21-DESIGNATED OPERATOR INSP	175.00	111 4753402	175.00
7421386	07287	PRINTING BOSS	BUSINESS CARDS(500/5)	325.24	101 4100251	325.24
			BANNER-HAUNT AT THE HANGER	3,230.10	101 4649225	3,230.10
				<u>3,555.34</u>		<u>3,555.34</u>
7421387	06087	PRIORITY AUTO GLASS	CHIP REPAIR-EQ7612	50.00	111 4753207	50.00
			CHIP REPAIR-EQ1520	50.00	111 4753207	50.00
				<u>100.00</u>		<u>100.00</u>
7421388	C5395	PRO ACTIVE WORK HEALTH SERVICES				
7421389	C5395	PRO ACTIVE WORK HEALTH SERVICES	AG-PHYSICAL DOT DMV-09/23/21	69.00	101 4220301	69.00
			JL-PHYSICAL DOT DMV-09/08/21	69.00	101 4220301	69.00
			VG-PHYSICAL DOT DMV-09/07/21	69.00	101 4220301	69.00
			DD-TB TEST-09/07/21	20.00	101 4220301	20.00
			RS-TB TEST-09/04/21	20.00	101 4220301	20.00
			DE-TB TEST-09/06/21	20.00	101 4220301	20.00
			RS-TB TEST-09/08/21	20.00	101 4220301	20.00

City of Lancaster Check Register



From Check No.: 7421175 - To Check No.: 7421437

Printed: 10/25/2021 10:39

From Check Date: 10/10/21 - To Check Date: 10/23/21

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			RR-TB TEST-09/08/21	20.00	101 4220301	20.00
			AE-TB TEST-09/09/21	20.00	101 4220301	20.00
			AL-TB TEST-09/10/21	20.00	101 4220301	20.00
			JM-TB TEST-09/10/21	20.00	101 4220301	20.00
			MS-TB TEST-09/10/21	20.00	101 4220301	20.00
			RT-TB TEST-09/13/21	20.00	101 4220301	20.00
			MR-TB TEST-09/14/21	20.00	101 4220301	20.00
			XG-TB TEST-09/14/21	20.00	101 4220301	20.00
			MR-CHEST XRAY-09/17/21	30.00	101 4220301	30.00
			TG-PHYSICAL BASIC-09/27/21	45.00	101 4220255	45.00
			FP-TB TEST-09/28/21	20.00	101 4220301	20.00
			JE-TB TEST-09/29/21	20.00	101 4220301	20.00
			DR-TB TEST-09/29/21	20.00	101 4220301	20.00
			MB-XCUP 10 PANEL-09/30/21	50.00	101 4220301	50.00
			JG-TB TEST-09/17/21	20.00	101 4220301	20.00
			PB-TB TEST-09/17/21	20.00	101 4220301	20.00
			CW-TB TEST-09/14/21	20.00	101 4220301	20.00
			MU-PHYS BASIC/XCUP-09/20/21	95.00	101 4220255	95.00
			SH-CHEST XRAY-09/20/21	30.00	101 4220301	30.00
			SV-TB TEST-09/20/21	20.00	101 4220301	20.00
			CE-TB TEST-09/20/21	20.00	101 4220301	20.00
			LO-XCUP 10 PANEL-09/21/21	50.00	101 4220301	50.00
			JM-PHYS BASIC/TB TEST-09/21/21	65.00	101 4220255	65.00
			JM-XCUP 10 PANEL-09/21/21	50.00	101 4220255	50.00
			FJ-TB TEST-09/22/21	20.00	101 4220301	20.00
			RS-TB TEST-09/22/21	20.00	101 4220301	20.00
			TG-XCUP 10 PANEL, TB-09/23/21	70.00	101 4220255	70.00
			CC-TB TEST-09/23/21	20.00	101 4220301	20.00
			LC-TB TEST-09/02/21	20.00	101 4220301	20.00
			MT-XCUP 10 PANEL-09/02/21	50.00	101 4220301	50.00
			DL-XCUP 10 PANEL-09/02/21	50.00	101 4220301	50.00
			BW-XCUP 10 PANEL-09/02/21	50.00	101 4220301	50.00
				<u>1,322.00</u>		<u>1,322.00</u>
7421390	09566	PROJECT X GARMENTS & GRAPHICS	SAFETY VESTS(21)	797.66	203 4752209	797.66
7421391	06607	PUMPMAN LLC	07/21-06/22 PUMP MTNC	7,599.00	484 4755409	7,599.00
7421392	05864	QUINN COMPANY	KIT-EQ3840	226.25	111 4753207	226.25
			LAMP-EQ3840	413.95	111 4753207	413.95
				<u>640.20</u>		<u>640.20</u>
7421393	L0386	RICHIE, FANTA	LCE NEM PAYOUT	103.42	490 4250658	103.42
7421394	L0878	ROBERSON, ROSALIND	LCE NEM PAYOUT	108.95	490 4250658	108.95
7421395	L1554	RODRIGUEZ, SERGIO	LCE NEM PAYOUT	167.44	490 4250658	167.44
7421396	D3947	S G A CLEANING SERVICES	PBP-GRAFFITI REMOVAL	485.00	101 4630460	485.00

City of Lancaster Check Register



From Check No.: 7421175 - To Check No.: 7421437
 From Check Date: 10/10/21 - To Check Date: 10/23/21

Printed: 10/25/2021 10:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			EDP-GRAFFITI REMOVAL	675.00	101 4630460	675.00
			LMS-VANDALISM-WELDING	485.00	101 4630460	485.00
			EDP-GRAFFITI REMOVAL	875.00	101 4630460	875.00
			SKT-VANDALISM-GRAFFITI REMOVAL	685.00	101 4630460	685.00
			MP-VANDALISM-RESTROOM REPAIR	695.00	101 4630460	695.00
			JRP-VANDALISM-SINK REPAIR	955.00	101 4630460	955.00
			EDP-VANDALISM-GRAFFITI REMOVAL	475.00	101 4630460	475.00
			MP-VANDALISM-SINK REPAIR	485.00	101 4630460	485.00
			PBP-VANDALISM-RESTROOM REPAIRS	365.00	101 4630460	365.00
			MP-VANDALISM-FOUNTAIN REPAIR	485.00	101 4630460	485.00
			SKT-VANDALISM-GRAFFITI REMOVAL	560.00	101 4630460	560.00
			SKT-VANDALISM-GRAFFITI REMOVAL	550.00	101 4630460	550.00
			JRP-VANDALISM-POOL BLDG RPRS	775.00	101 4630460	775.00
			SKT-VANDALISM-DOOR REPAIR	560.00	101 4630460	560.00
			EDP-RESTROOM SANITIZING	875.00	101 4631403	875.00
			WCP-VANDALISM-GRAFFITI REMOVAL	690.00	101 4630460	690.00
			SKT-VANDALISM-GRAFFITI REMOVAL	485.00	101 4630460	485.00
			JRP-VANDALISM-GRAFFITI REMOVAL	560.00	101 4630460	560.00
			JRP-VANDALISM-GRAFFITI REMOVAL	365.00	101 4630460	365.00
			EMERG SVC-SANITIZE/DISINFECT	435.00	101 4431301	435.00
			SANITIZE/DISINFECT COMMON AREA	985.00	101 4431301	985.00
				<u>13,505.00</u>		<u>13,505.00</u>
7421397	09863	SELBERT PERKINS DESIGN (CA)	CITYWIDE PLACEMAKING, SIGNAGE	11,700.00	109 4600355	11,700.00
			AUTO MALL SIGNAGE	500.00	101 4790355	500.00
				<u>12,200.00</u>		<u>12,200.00</u>
7421398	L2116	SHAHLA, KENAN	LCE NEM PAYOUT	153.32	490 4250658	153.32
7421399	5210	SLATER PIANO SERVICE	PIANO TUNING SERVICE	225.00	101 4650301	225.00
7421400	01816	SMITH PIPE & SUPPLY INC	OMP-IRRIGATION SUPPLIES	8.91	101 4634404	8.91
			OMP-IRRIGATION FITTINGS	45.58	101 4634404	45.58
			RDP-VALVE REPAIR FITTINGS	78.05	101 4634404	78.05
			OMP-PIPE GLUE AND PRIMER	93.98	101 4634404	93.98
			LMS-VALVES AND SUPPLIES	140.81	101 4632404	140.81
			NSC-IRRIGATION	35.45	101 4635404	35.45
			LMS-VALVE REPAIR ITEMS	23.44	101 4632404	23.44
			LMS-VALVE & SUPPLIES	201.38	101 4632404	201.38
			NSC-IRRIGATION	353.43	101 4635404	353.43
			OMP-VALVES(3)	363.48	101 4634404	363.48
			OMP-IRRIGATION FITTINGS	17.11	101 4634404	17.11
			OMP-DRAINAGE PIPE FOR REPAIR	53.81	101 4634404	53.81
				<u>1,415.43</u>		<u>1,415.43</u>
7421401	L2117	SMITH, SARAH	LCE NEM PAYOUT	59.96	490 4250658	59.96
7421402	05339	SNAP-ON INDUSTRIAL	POWER PROBE	452.96	111 4753208	452.96

City of Lancaster Check Register



From Check No.: 7421175 - To Check No.: 7421437

Printed: 10/25/2021 10:39

From Check Date: 10/10/21 - To Check Date: 10/23/21

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7421403	08891	SOUTHWEST LIFT & EQUIPMENT INC	HYDRAULIC LIFT REPAIRS ANNUAL SERVICE	7,586.53 1,350.00 <u>8,936.53</u>	111 4753402 111 4753402	7,586.53 1,350.00 <u>8,936.53</u>
7421404	10189	SPIRAL COMMERCIAL SVCS INC	09/21-FLIGHT SUPPORT	23,134.23	101 4820301	23,134.23
7421405	L2012	STRIGGLERS, DARNELL	LCE NEM PAYOUT	50.57	490 4250658	50.57
7421406	C2554	SUPERIOR COURT OF CA-CO OF L A	09/21-ALLCTN OF PRKG PENALTIES	17,650.50	101 3310200 101 3310200 101 3310200 101 3310200 101 3310200 101 3310200 101 3310200 101 3310200 <u>17,650.50</u>	643.00 1,627.50 1,627.50 1,627.50 2,170.00 3,255.00 3,255.00 3,445.00 <u>17,650.50</u>
7421407	L2118	TANAKA, LISETTE	LCE NEM PAYOUT	85.42	490 4250658	85.42
7421408	09665	TERRACARE ASSOCIATES, LLC	RETROACTIVE BILLING REMOVE BURNED BRUSH	5,812.32 735.00 <u>6,547.32</u>	482 4636402 203 4636460	5,812.32 735.00 <u>6,547.32</u>
7421409	10654	THE LIFEGUARD STORE	PLASTIC SWIVEL END SPEED CLIP	31.50	101 4642251	31.50
7421410	1894	THE SIGN COMPANY	DIMENSIONAL LETTERING/PLAQUE	3,541.23	701 11BS019924 701 11BS019924 <u>3,541.23</u>	24.09 3,517.14 <u>3,541.23</u>
7421411	C5522	THOMSON REUTERS-WEST PMT CENTI	09/21-INFORMATION CHARGES	446.94	101 4230301	446.94
7421412	04239	TIM WELLS MOBILE TIRE SERVICE	TIRE REPAIR-EQ5661 REPAIR-EQ5844 FLAT REPAIR-EQ6826 TIRES(6)-EQ5708 TIRES(2)-EQ3988 REPAIR REPAIR-EQ3791 TIRES(4)-EQ5825 TIRE REPAIR-EQ3305 TIRE REPAIR-EQ5722 <u>3,837.33</u>	130.00 20.00 20.00 1,595.16 962.24 35.00 20.00 1,014.93 20.00 20.00 <u>3,837.33</u>	111 4753207 111 4753207 111 4753207 111 4753207 111 4753207 111 4753207 111 4753207 111 4753207 111 4753207 111 4753209	130.00 20.00 20.00 1,595.16 962.24 35.00 20.00 1,014.93 20.00 20.00 <u>3,837.33</u>
7421413	C2555	TIME WARNER CABLE	10/21-INTERNET SVC	204.21	112 4315651	204.21
7421414	09754	TOYOTA OF LANCASTER	PANEL ASSY-EQ1516	425.19	111 4753207	425.19

City of Lancaster Check Register



From Check No.: 7421175 - To Check No.: 7421437
 From Check Date: 10/10/21 - To Check Date: 10/23/21

Printed: 10/25/2021 10:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7421415	D3099	TPX COMMUNICATIONS	10/21-TELEPHONE SVC	14,811.84	112 4315651	14,811.84
7421416	08319	TRIPEPI SMITH & ASSOCIATES INC	09/21-SEE AND BE SEEN	195.00	349 4785302	195.00
7421417	08783	UNIFIRST CORPORATION	UNIFORM CLEANING	133.97	480 4755209	133.97
			UNIFORM CLEANING	199.51	480 4755209	199.51
			UNIFORM CLEANING	151.04	480 4755209	151.04
			UNIFORM CLEANING	85.85	101 4754209	51.53
					111 4753209	34.32
			UNIFORM CLEANING	143.12	480 4755209	143.12
			UNIFORM CLEANING	158.59	101 4754209	95.19
					111 4753209	63.40
			UNIFORM CLEANING	517.28	480 4755209	517.28
			UNIFORM CLEANING	79.21	101 4754209	52.81
					111 4753209	26.40
			UNIFORM CLEANING	59.29	480 4755209	59.29
			UNIFORM CLEANING	127.59	101 4754209	85.08
					111 4753209	42.51
				<u>1,655.45</u>		<u>1,655.45</u>
7421418	C4011	UNITED RENTALS	HITCH ACTUATOR, COUPLER-EQ5828	940.64	111 4753207	940.64
7421419	L1845	URBINA, JENNIE	LCE NEM PAYOUT	144.84	490 4250658	144.84
7421420	10318	UY, SYTHA	LCE NEM PAYOUT	96.24	490 4250658	96.24
7421421	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	112.24	203 4752410	112.24
			ASPHALT	165.35	203 4752410	165.35
				<u>277.59</u>		<u>277.59</u>
7421422	06735	W R E G I S	RETIRED	50.69	490 4250653	50.69
7421423	31026	WAXIE SANITARY SUPPLY	OMP-JANITORIAL SUPPLIES	46.08	101 4634406	46.08
			NSC-JANITORIAL SUPPLIES	1,098.08	101 4635406	1,098.08
				<u>1,144.16</u>		<u>1,144.16</u>
7421424	L2119	WEBB, TAYLOR	LCE NEM PAYOUT	35.20	490 4250658	35.20
7421425	10743	WILLIAM MANZO & FIORE LAW GRP	CLAIM #067-19	2,500.00	113 4230303	2,500.00
7421426	10683	ZIO STUDIO SERVICES	BRAVO 35 9/13-9/17/21	2,750.00	101 4431295	2,750.00
			BRAVO 35 9/20-9/24/21	2,500.00	101 4431295	2,500.00
			BRAVO 35 9/27-10/1/21	2,500.00	101 4431295	2,500.00
			BRAVO 35 10/4-10/6/21	1,633.00	101 4431295	1,633.00
				<u>9,383.00</u>		<u>9,383.00</u>
7421427	10713	BRIDGE HOUSING CORP	LANCASTER PREDEV DRAW 2- 07/21	146,305.75	349 4792770	146,305.75

City of Lancaster Check Register



From Check No.: 7421175 - To Check No.: 7421437
 From Check Date: 10/10/21 - To Check Date: 10/23/21

Printed: 10/25/2021 10:39

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7421428	10713	BRIDGE HOUSING CORP	LANCASTER PREDEV DRAW 1- 06/21	338,840.19	349 4792770	338,840.19
7421429	02357	A V TRANSIT AUTHORITY	1ST QTR BILLING-FY22	374,667.00	207 4430301	374,667.00
			2ND QTR BILLING-FY22	374,667.00	207 4430301	374,667.00
			SENIOR ANNUAL PASS-07/21-09/21	12,000.00	204 4430770	6,000.00
					207 4430301	6,000.00
				<u>761,334.00</u>		<u>761,334.00</u>
7421430	05956	ADVANCED PRINTING & GRAPHICS	OUTLOOK-WINTER 2021(63,310)	44,671.54	101 4205253	44,671.54
			TRAFFIC CABINET WRAPS	2,728.69	203 4754460	1,019.81
					207 11BS033924	1,708.88
			SEE AND BE SEEN CABINET WRAPS	7,259.96	203 4754460	806.72
					349 4785302	6,453.24
				<u>54,660.19</u>		<u>54,660.19</u>
7421431	04380	BOWE CONTRACTORS, INC	CDP 21-08 CITY HALL RENOVATION	312,050.30	150 2100003	(16,423.70)
					701 11BS019924	16,423.70
					701 11BS019924	312,050.30
				<u>312,050.30</u>		<u>312,050.30</u>
7421432	09709	KHJR REAL ESTATE ADVISORY SRV	MEDICAL MAIN STREET-PHASE II	100,000.00	101 4240301	100,000.00
7421433	03527	L A CO FIRE DEPT	FIRE IMPCT FEE-21/22 1ST QTR	227,279.23	101 2174000	238,857.05
					101 3501100	384.24
					101 3614100	(11,962.06)
				<u>227,279.23</u>		<u>227,279.23</u>
7421434	1214	L A CO SHERIFF'S DEPT	08/21-LAW ENFORCEMENT SVCS	2,436,374.75	101 4820354	2,199,406.89
					101 4820357	236,967.86
			08/21-SPECIAL EVENTS	1,793.97	101 4820355	1,661.44
					101 4820357	132.53
				<u>2,438,168.72</u>		<u>2,438,168.72</u>
7421435	08930	PAVEMENT ENGINEERING INC	CP22003-2022 SPRING PVMT MGMT	70,477.50	701 12ST047924	70,477.50
7421436	06313	R C BECKER & SON, INC	CP21017-AVTA BUS STOP IMP	123,340.37	150 2100003	(6,491.60)
					207 11BS033924	6,491.60
					207 11BS033924	123,340.37
				<u>123,340.37</u>		<u>123,340.37</u>
7421437	06429	STANTEC CONSULTING SRVCS INC	CP21003-2020 SUMMER PMP	3,045.00	701 12ST042924	3,045.00
			CP21021-CHALLENGER SD	48,746.50	220 17SD031924	48,746.50
			CP21003-2020 SUMMER PMP	4,388.00	701 12ST042924	4,388.00
			CP21021-CHALLENGER SD	21,285.50	220 17SD031924	21,285.50
				<u>77,465.00</u>		<u>77,465.00</u>

Chk Count 263

Check Report Total 5,665,761.35

City of Lancaster Check Register



From Check No.: 101010948 - To Check No.: 101010951

From Check Date: 10/10/21 - To Check Date: 10/23/21

Printed: 10/25/2021 10:35

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101010948	08916	TENASKA POWER SERVICES CO	09/21-LCE CARBON FREE ENERGY	31,638.43	490 4250653	31,638.43
101010949	10650	SAN DIEGO GAS & ELECTRIC CO	09/21-RESOURCE ADEQUACY	1,125,000.00	490 4250653	1,125,000.00
101010950	A7515	U S BANK	DEBT SVC DUE 11/15/21	1,338,047.74	101 4999701	134,741.14
					203 4999701	8,600.50
					212 4999701	65,937.16
					227 4999701	14,334.16
					480 4999701	8,600.50
					482 4999701	37,268.83
					484 4999701	8,600.50
					486 4200981	1,051,364.45
					490 4999701	8,600.50
					701 3990101	(134,741.14)
					701 3990203	(8,600.50)
					701 3990212	(65,937.16)
					701 3990227	(14,334.16)
					701 3990480	(8,600.50)
					701 3990482	(37,268.83)
					701 3990484	(8,600.50)
					701 3990490	(8,600.50)
					701 4430978	286,683.29
				<u>1,338,047.74</u>		<u>1,338,047.74</u>
101010951	C9589	U S BANK CORP PAYMENT SYSTEMS	10/11/21-CALCARD STATEMENT	91,564.80	101 2601000	91,564.80
Chk Count	<u>4</u>			Check Report Total	<u>2,586,250.97</u>	

STAFF REPORT
City of Lancaster

CC 4
11/09/21
JC

Date: November 9, 2021
To: Mayor Parris and City Council Members
From: George N. Harris II, Finance Director
Subject: **Monthly Report of Investments – September 2021**

Recommendation:

Accept and approve the September 2021 Monthly Report of Investments as submitted.

Fiscal Impact:

None

Background:

Each month, the Finance Department prepares a report listing the investments for all separate entities under the jurisdiction of the City as identified in the City’s Comprehensive Annual Financial Report.

Portfolio Recap

Yield:

	<u>September 2021</u>	<u>August 2021</u>
Total Portfolio	0.83%	0.85%
Local Agency Investment Fund	0.21%	0.22%
 Total Portfolio Balance:	 \$102,711,108	 \$105,034,988

The portfolio balance decreased from August to September by \$2,323,880 or 2.1%. Significant revenues for September included \$2,399,623 Sales & Use Tax, \$1,428,004 Measure LC Sales Tax, and \$761,928 Grant Funds. The largest City expenditures were \$3,662,278 Payroll & Benefits, \$3,091,725 Capital Projects, and \$231,203 for Video Detection Systems.

The City’s temporary idle cash, those funds that are not immediately needed to pay current bills and not governed by bond indentures or bond resolutions, is invested in accordance with the City’s adopted Investment Policy. This policy is reviewed regularly by the City Council, with the latest policy adopted February 13, 2018, by Resolution No. 18-06.

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible within the guidelines of this Investment Policy. The City attempts to achieve the highest yield obtainable through a diversified portfolio only after meeting the criteria established for safety and liquidity in that order. The principal investment objectives of the City are:

1. Preservation of capital and protection of investment principal;
2. Maintenance of sufficient liquidity to meet anticipated cash flows;
3. Attainment of a market rate of return;
4. Diversification to avoid incurring unreasonable market risks, and;
5. Compliance with the City's Municipal Code and with all applicable City resolutions, California statutes and Federal regulations.

The City's portfolio is a short-term and intermediate-term fixed income portfolio. The maximum maturity of any investment is 5 years, with consideration of anticipated cash flow requirements and known future liabilities. The City contracts with an investment advisory service (Insight Investment) to assist in the effort to maximize the returns of the City portfolio. The City's investments include publicly traded Treasury notes, Treasury Bills, Federal Agency Investments, Time Deposits, and Local Agency Investment Fund (LAIF) under the auspices of the State Treasurer for investment. Funds invested in LAIF are available within 24 hours, and other investments are available upon maturity at full face value. These investments enable the City to meet its expenditure requirements for the next six months, as required by state law.

The City's investment procedures are governed by Sections 53600 et. seq. of the California Government Code. Additional requirements have been placed on the City's authorized investments by the Investment Policy (a copy is available in the Finance Department or from the City Clerk), and all investments listed on the attached report adhere to these requirements.

GH:ma

Attachment:

Monthly Report of Investments

**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
30-Sep-21**

	Interest Rate	Amount	Total
<u>City of Lancaster</u>			
Wells Fargo Bank			\$23,588,798
City of Lancaster Account	0.00%	\$23,588,798	
U S Bank - Safekeeping			\$41,757,757
US Treasury Notes	1.96%	\$15,467,794	
Federal Government Agencies	1.46%	\$11,881,587	
Corporate Securities	2.61%	\$9,558,667	
Municipal/Provincial Bonds	1.09%	\$4,777,997	
Cash & Equivalents	0.00%	\$71,711	
Chase Bank			\$150,965
Certificate of Deposit	0.01%	\$150,965	
Local Agency Investment Fund (L.A.I.F.)	0.21%	\$26,836,969	\$26,836,969
Successor Agency for the Lancaster Redevelopment Agency Local Agency Investment Fund (L.A.I.F.)	0.21%	\$10,376,619	\$10,376,619
Total Pooled Portfolio			<u>\$102,711,108</u>
Weighted Average	0.83%		

	Interest Rate	Amount	Total
River City Bank			\$2,848,977
Lancaster Choice Energy LockBox Account	0.00%	\$2,078,743	
CCEA Operating Account	0.00%	\$770,234	
The Bank of New York Mellon Trust Company, N.A.			\$1,483,822
LRA & LA County Escrow Account - Government Bonds	0.00%	\$1,483,822	
US Bank			\$75,929,542
LRA Combined 2004 Fire Protection Facilities Project Bonds	0.02%	\$827,172	
LRA Combined 2004 Sheriff Facilities Prjct Refunding Bonds	0.02%	\$1,815,291	
LPA Solar Renewable Energy Issue of 2012A	0.02%	\$2,270,703	
SA Combined Project Areas Refunding Bonds 2015A & B	0.02%	\$32	
SA Combined Project Areas Refunding Bonds 2016 A-1 & A-2	0.02%	\$29	
SA Combined Project Areas Refunding Bonds 2016B	0.02%	\$5	
LFA 2016 Assessment Revenue Bonds (Streetlights Acquisition)	0.02%	\$26	
SA 2017 Tax Allocation Revenue Bonds (TARB)	0.02%	\$8	
LFA LRB 2018 Construction and Improvements	0.02%	\$15,393,316	
LFA 2018 Lease Revenue Bonds	0.02%	\$7	
LFA LRB 2019 Street Improvements	0.02%	\$55,622,953	
Total Restricted Cash/Investments Held in Trust		<u>\$75,929,542</u>	
Total Restricted Cash/Investments Held in Trust (note 4)			<u>\$80,262,341</u>

All investments are authorized pursuant to and consistent with the investment policy of the City of Lancaster. Policy adopted 02/13/18 under resolution number 18-06.

George N. Harris II
Finance Director

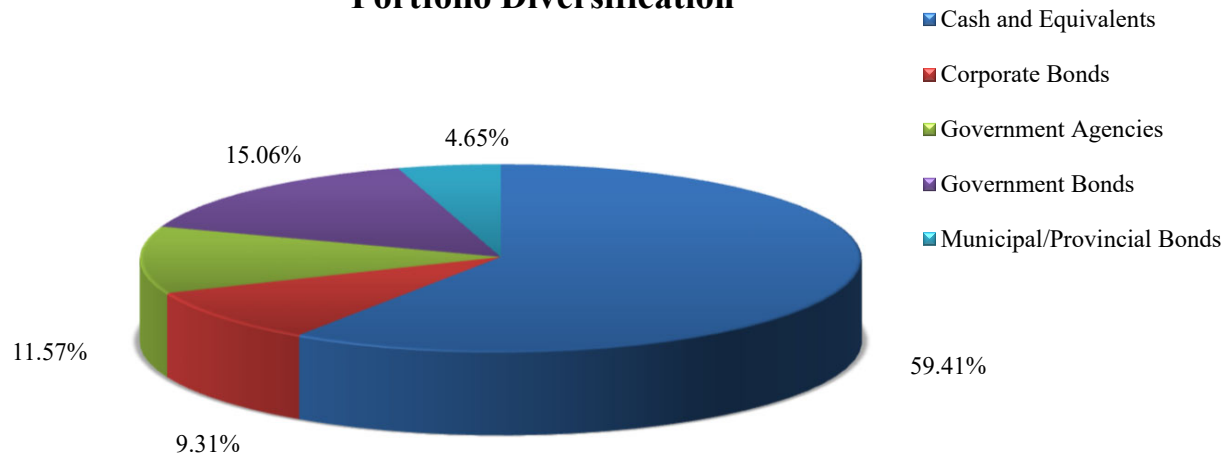
City of Lancaster
Cash Balances by Fund
September 30, 2021

Fund No.	Fund Name	Ending Balance	Fund No.	Fund Name	Ending Balance
101	GENERAL FUND	\$ 43,235,059	323	STATE GRANT - STPL	\$ (1,075,827)
104	CAPITAL REPLACEMENT FUND	\$ 270,071	324	STATE GRANT - OTS	\$ (0)
106	COMMUNITY SERVICES FOUNDATION	\$ 125,178	330	STATE GRANT RECYCLING	\$ 212,695
109	CITY SPECIAL RESERVES FUND	\$ 12,648,860	331	STATE GRANT - OIL RECYCLING	\$ 13,584
111	FLEET INTERNAL SERVICE FUND	\$ (380,729)	349	MISC STATE GRANTS	\$ (643,311)
112	IT INTERNAL SERVICE FUND	\$ (1,024,579)	361	CDBG	\$ (404,789)
113	GEN LIAB INTERNAL SERVICE FUND	\$ (221,813)	363	NBRHD STABILIZATION PRGM	\$ 2,635,954
150	CAPITAL PROJECTS FUND - CITY	\$ (3,429,743)	364	HPRP-HOMELESS PREV & RAPID REH	\$ -
203	GAS TAX	\$ (3,414,193)	391	LANCASTER HOME PROGRAM	\$ 951,503
204	AQMD	\$ (39,252)	399	FEDERAL MISCELLANEOUS GRANTS	\$ (459,737)
205	PROP 1B	\$ 5,985	401	AGENCY FUND	\$ 19,452
206	TDA ARTICLE 8 FUND	\$ 6,266,372	402	PERFORMING ARTS CENTER	\$ -
207	PROP "A" TRANSIT FUND	\$ 4,400,905	404	GRANTS FUND	\$ -
208	TDA ARTICLE 3 BIKEWAY FUND	\$ 41,298	408	X-AEROSPACE GRANTS FUND	\$ -
209	PROPOSITION "C" FUND	\$ 5,974,155	456	STILL MEADOW LN SWR ASSMNT DST	\$ 12,527
210	MEASURE R FUND	\$ 536,680	480	SEWER MAINT FUND	\$ 3,294,256
211	MEASURE M FUND	\$ 2,724,062	482	LANDSCAPE MAINTENANCE DISTRICT	\$ 1,021,804
212	MEASURE A FUND	\$ -	483	LIGHTING MAINTENANCE DISTRICT	\$ 2,244,112
213	PARKS DEVELOPMENT FUND	\$ 778,004	484	DRAINAGE MAINTENANCE DISTRICT	\$ 1,641,705
217	SIGNALS - DEVELOPER FEES FUND	\$ 2,442,531	485	RECYCLED WATER FUND	\$ 97,489
220	DRAINAGE - DEVELOPER FEES FUND	\$ 11,092,945	486	LANCASTER POWER AUTHORITY	\$ 4,119,163
224	BIOLOGICAL IMPACT FEE FUND	\$ 736,534	490	LANCASTER CHOICE ENERGY	\$ 7,251,765
226	USP - OPERATION	\$ 2,569	491	CALIFORNIA CHOICE ENERGY AUTH	\$ 89,751
227	USP - PARKS	\$ 1,915,784	701	LANCASTER FINANCING AUTHORITY	\$ (14,963,833)
228	USP - ADMIN	\$ 56,703	810	ASSESSMENT DISTRICT FUND	\$ 154,596
229	USP - CORP YARD	\$ 182,853	811	AD 93-3	\$ -
230	MARIPOSA LILY FUND	\$ 62,733	812	AD 92-101	\$ 202
232	TRAFFIC IMPACT FEES FUND	\$ 1,454,999	830	CFD 89-1 EASTSIDE WATER FUND	\$ 23,405
233	DEVELOPER IN LIEU	\$ 106,700	831	CFD 90-1 (BELLE TIERRA)	\$ -
248	TRAFFIC SAFETY FUND	\$ 158,063	832	CFD 91-1 (QUARTZ HILL)	\$ 542
251	ENGINEERING FEES	\$ (834)	833	CFD 91-2 (LANC BUSINESS PARK)	\$ -
252	PROP 42 CONGESTION MANAGEMENT	\$ 46,543	991	REDEV OBLIGATION RETIREMENT FD	\$ 8,787,706
261	LOS ANGELES COUNTY REIMB	\$ (65,465)	992	DEBT SERVICE - SUCCESSOR AGENCY	\$ 11,308,034
301	LANCASTER HOUSING AUTH. OPS.	\$ 1,862,660	993	DEBT SERVICE - COUNTY	\$ 1,247,563
306	LOW & MOD INCOME HOUSING	\$ 10,156,109	994	DEBT SERVICE - COUNTY	\$ (12,555,597)
321	MTA GRANT - LOCAL	\$ 753,796	996	SCHOOLS SUBORDINATE P/T FUND	\$ 30
				Total Cash Balance	\$ 114,486,291

**City of Lancaster
Recap of Securities Held
September 30, 2021**

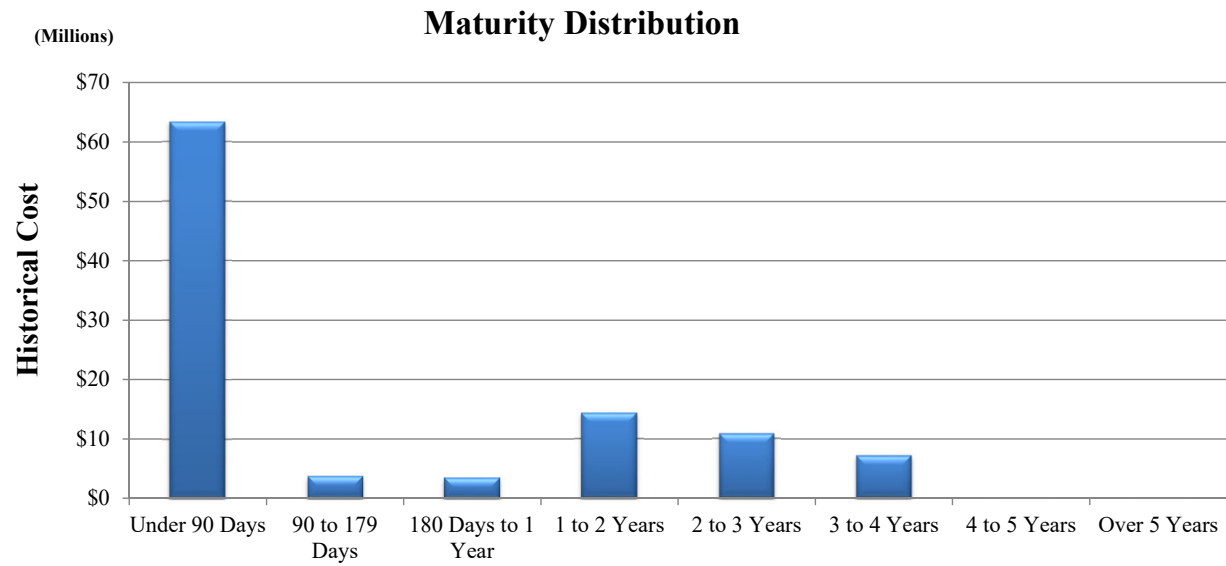
	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average	% Portfolio/ Segment	Weighted Average Market
Cash and Equivalents	\$61,025,062	\$61,025,062	\$61,025,062	\$0	1	59.41%	0.00
Corporate Bonds	\$9,558,667	\$9,428,138	\$9,472,756	\$44,619	682	9.31%	1.76
Government Agencies	\$11,881,587	\$11,759,708	\$11,823,302	\$63,594	879	11.57%	1.93
Government Bonds	\$15,467,794	\$15,377,751	\$15,497,576	\$119,825	462	15.06%	1.24
Municipal/Provincial Bonds	\$4,777,997	\$4,756,800	\$4,774,670	\$17,869	733	4.65%	1.99
	\$102,711,108	\$102,347,459	\$102,593,366	\$245,906	661	100.00%	1.64

Portfolio Diversification



City of Lancaster
Maturity Distribution
September 30, 2021

Maturity	Historical Cost	Percent
Under 90 Days	\$63,341,170	61.67%
90 to 179 Days	\$3,754,599	3.66%
180 Days to 1 Year	\$3,450,950	3.36%
1 to 2 Years	\$14,284,287	13.91%
2 to 3 Years	\$10,785,802	10.50%
3 to 4 Years	\$7,094,301	6.91%
4 to 5 Years	\$0	0.00%
Over 5 Years	\$0	0.00%
	\$102,711,108	100.00%



**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
November 19, 2021**

- (1) This is the actual City bank account balance as of 09/30/2021. It only reflects checks that have been presented for payment and deposits received by the bank. The balance on deposit per the City books would reflect reductions for all checks and warrants issued and all deposits transmitted.
- (2) This is the safekeeping account utilized for investing City funds pursuant and consistent with the investment policy adopted 02/13/2018. The current portfolio consists of treasury notes, government agencies, corporates, and CDs.
- (3) Pooled Portfolio:

	<u>% of Portfolio</u>	<u>Policy Limit</u>
Cash	23.04%	None
CDs	0.15%	25% of total portfolio
Commercial Paper	0.00%	25% of total portfolio
US Treasury	15.06%	None
Federal Securities	11.57%	None
Corporate Securities	9.31%	30% of total portfolio
Municipal/Provincial	4.65%	None
LAIF	36.22%	None

- (4) These are restricted cash and investments are held in trust by the banks indicated. These amounts cannot be pooled for other investing.

STAFF REPORT

City of Lancaster

CC 5
11/09/21
JC

Date: November 9, 2021

To: Mayor Parris and City Council Members

From: Nike Noack, Senior Manager- Finance
George N. Harris II, Finance Director

Subject: **American Rescue Plan Act Appropriations**

Recommendation:

- a. Appropriate the following for additional Public Works Projects:

Fund/Account	Amount	Project
Gas Tax 203 4753 762	\$1,170,846.51	Fleet/Equipment Purchase (new)
TDA 8 206 12ZZ004 XXX	\$479,694.83	BLVD Revitalization – Phase 1 - repairs to raised/sinking pavers and raised tree wells along Lancaster BLVD (between 10th Street West and Sierra Highway), replacement of existing street signs and bollards and installation of security fencing around the rear of the Lancaster Performing Arts Center (new)
TDA 3 208 4771 454	\$10,189.34	Striping and Delineators – Roundabout 15 th West and Lancaster BLVD (new)
Prop A 207 12AC005 XXX	\$241,148.57	Maintenance Yard Parking Lot Improvements - Resurfacing/Restriping Parking Lot, Cameras, Security Fencing for Recycling Center Area (new)
Prop C 209 12GB003 924	\$151,250.46	LMD Revitalization project along a bus route and within 50’ of a bus stop (new)
Measure R 210 11ZZ005 924	\$65,866.57	LMD Revitalization Project (existing)

- b. Authorize the City Manager to execute all related documents

Fiscal Impact:

The first allocation of funding from the American Rescue Plan Act (ARPA) was received on 6/30/2021. These funds were approved for recognition, but had not yet been allocated to expense lines for use. Approval of the proposed appropriations will allow the ARPA payment #1 funds allocated to each of these special revenue funds to be utilized in a way that helps improve city assets.

Background:

The ARPA Act was signed by President Joe Biden on March 11, 2021 as part of the \$1.9 trillion-dollar stimulus bill to aid public health and economic recovery from the COVID-19 Pandemic. Included in this plan was \$350 billion in emergency funding for state, local, and territorial and tribal governments known as the State and Local Fiscal Recovery Fund (SLFRF).

The City of Lancaster was awarded \$36,340,501 as part of the SLFRF funding and has received the first allocation of \$18,170,281.50. This funding was accepted during the July 27, 2021 City Council meeting and the additional revenues were recognized through a budget amendment to offset the revenue losses incurred as a result of the COVID pandemic. At that time, it was recommended Staff prioritize the use of funds and request allocations through meetings with the Council at a future date. This allocation recognizes the priorities established by Public Works for the allocation amounts awarded to special revenue funds.

Ref

Attachment:

July 27, 2021 Staff Report

**STAFF REPORT
City of Lancaster**

CC 10
07/27/2021
JC

Date: July 27, 2021
To: Mayor Parris and City Council Members
From: George N. Harris II, Finance Director
Subject: **Acknowledge and Accept the American Rescue Plan Act Funds**

Recommendation:

Staff recommends that the Mayor and City Council review and approve staff's recommended budget adjustment for fiscal year 21/2022 to acknowledge receipt of the first American Rescue Plan Act (ARPA) payment in an amount of \$18,170,280.50.

Fiscal Impact:

The Mayor and Council have taken significant measures to reduce COVID-19 impacts in Lancaster and, as a result, have saved countless lives. These measures have been supported through the City's General Funds. An allocation of \$36,340,501 in ARPA funding, if accepted, will cover eligible expenditures fully obligated by December 31, 2024 and offset ongoing revenue losses as a result of the global COVID-19 pandemic. The first payment (50% of the allocation) in the amount of \$18,170,280.50 has been received and will require a budget amendment to acknowledge the receipt of the new revenue. The second half of the allocation will be budgeted as part of the fiscal year 2022-2023 annual budget process.

Given the flexibility of the American Rescue Plan Act funds, staff recommends the Council allocate the first payment of ARPA funds to offset revenue losses, as well as reimburse the General Fund for COVID response expenditures to date. This will allow the City to alleviate the losses associated with the pandemic and allow the Mayor and Council to reallocate the reimbursed General Funds toward alternative priorities. There are no planned expenditures being recommended at this time. Staff will prioritize the use of the funds in various meetings with Council in the future.

ARPA Payment #1 \$18,170,280.50

Recommended Allocation:

<u>Fund</u>	<u>Allocation</u>	<u>Reimbursement Type</u>
	\$ 4,871,835.50	Lost Revenue
	\$ 8,158,838.13	Emergency Response- Personnel and Professional Services
General Fund	\$ 2,056,310.57	Testing and Vaccination Clinics
	\$ 412,325.04	Field Hospital
	\$ 420,146.11	Restaurant Rescue Program
	\$ 106,815.15	Medical Sheltering Site
	\$ 25,000.00	Senior Meal Program
<i>Subtotal- General Fund</i>	\$ 16,051,270.50	
Gas Tax	\$ 1,170,850.00	Lost Revenue
TDA 3	\$ 10,190.00	Lost Revenue
TDA8	\$ 479,700.00	Lost Revenue
Proposition A	\$ 241,150.00	Lost Revenue
Proposition C	\$ 151,250.00	Lost Revenue
Measure R	\$ 65,870.00	Lost Revenue
<i>Subtotal- Special Revenue Funds</i>	\$ 2,119,010.00	
Total Allocation	\$18,170,280.50	

Background:

The American Rescue Plan Act (ARPA), a \$1.9 trillion economic stimulus bill, was signed into law by President Biden on March 11, 2021. The Act builds on measures in the March 2020 Coronavirus Aid, Relief, and Economic Security Act (CARES Act) December 2020. Within the ARPA, the Coronavirus State and Local Fiscal Recovery Fund provides \$350 billion for states, municipalities, counties, tribes, and territories, including \$130 billion for local governments, split evenly between municipalities and counties. The City of Lancaster expects to receive \$36.34 million in Recovery Funds, made in two payments. The first payment of \$18,170,280.50 was processed on June 30, 2021 and a second payment in the same amount is expected June 30, 2022, a year from the initial disbursement.

Eligible Use:

ARPA funding covers the period of March 3, 2021, through December 31, 2024. Costs must be incurred or obligated by December 31, 2024 and must be spent by December 31, 2026. These allocations have been provided as a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. As a recipient, The City of Lancaster has broad flexibility to decide how best to utilize funding to meet the unique needs of our community.

Use of Coronavirus State and Local Fiscal Recovery Funds have been prioritized as follows:

- To support public health response: Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare and certain public health and safety staff
- To address negative economic impacts by responding to economic harms to workers, families, small businesses, and nonprofits, or impacted industries and re-hiring of public sector workers

- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers. These are eligible expenses that the CARES ACT had specifically prohibited and can be retroactively paid back to January 27, 2020
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency.
- To make necessary investments in water, sewer (includes both storm and wastewater), or broadband infrastructure.

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA
AUTHORIZING AN AMENDMENT TO THE BUDGET AND CAPITAL IMPROVEMENT
PROGRAM FOR FISCAL YEAR 2021-2022 TO ACKNOWLEDGE AND ACCEPT THE
FIRST INSTALLMENT OF THE AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, the budget for fiscal year 2021-2022 was adopted by Resolution 21-36 on June 25, 2019, and

WHEREAS, it is appropriate to amend the adopted Budget and Capital Improvement Program, in accordance with proper governmental accounting and financial reporting practices; and

WHEREAS, funds are available, as designated in the request action.

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

That the first installment of the American Rescue Plan Act (ARPA) funds in the amount of \$18,170,280.50 will be used to reimburse the General Fund for COVID response expenditures to date as detailed on the Budget Adjustment attached hereto as Exhibit 'A', allowing the City to alleviate the losses associated with the pandemic and allow the Mayor and Council to reallocate the reimbursed General Funds toward alternative priorities.

PASSED, APPROVED and ADOPTED this 27th day of July 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
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. 22-XX, 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)

FY 21/22

Request Date: 07/20/21

Budget Adjustment Voucher Number _____

Requested by: Nike Noack

Period Number _____

Requesting Dept Approval: _____

Justification: Be specific. "To cover a shortfall" or "To replenish account" is not sufficient.
To allocate ARPA funds to additional capital projects _____

IS THE ADJUSTMENT PERMANENT? YES NO

i.e. Do operating conditions dictate the transfer is necessary beyond the current fiscal year?

Remember: Adjustments must balance (equal).
Transfers are not permitted between personnel, operating, capital budgets, or different funds, e.g. 101 and 206.
Any adjustment must leave sufficient funds in the originating account.

For Finance Use Only	ACCOUNT NUMBER	DESCRIPTION (max 30 characters)	DEBIT AMOUNT	CREDIT AMOUNT
Current Balance	203-2900-000	Gas Tax Fund Balance		\$ 1,170,847
	203-4753-762	Fleet Purchases	\$ 1,170,847	
	206-2900-000	TDA 8 Fund Balance		\$ 479,695
	20612zz004-xxx	BLVD Revitalization- Phase 1	\$ 479,695	
	208-2900-000	TDA 3 Fund Balance		\$ 10,189
	208-4771-454	Striping and Delineators	\$ 10,189	
	207-2900-000	Prop A Fund Balance		\$ 241,149
	20712AC005XXX	Maint Yard Parking Improv	\$ 241,149	
	209-2900-000	Prop C Fund Balance		\$ 151,250
	20912GB003924	LMD Revitalization proj	\$ 151,250	
	210-2900-000	Measure R Fund Balance		\$ 65,867
	21011ZZ005924	LMD Revitalization proj	\$ 65,867	

Totals: \$ 2,118,997 \$ 2,118,997

For Finance Use ONLY

Batch #: _____ City Manager/Finance Director Approval _____

Sheet #: _____ Result of City Council Action? Y/N? _____

Entry Date: _____ Council Meeting Date: _____

Approval Date: _____ Item Number: _____

STAFF REPORT
City of Lancaster

CC 6
11/9/2021
JC

Date: November 9, 2021

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Award of Bid – PWCP No. 21-024, Skytower Park Renovations

Recommendation:

Award PWCP No. 21-024, Skytower Park Renovations, to C.S. Legacy Construction, Inc. of Chino, California, in the amount of \$1,165,834.01, plus Additive Alternate Bid Items 1-7 in the amount of \$564,411.83, plus a 10% contingency, to renovate the Skytower Park recreation building, parking lot, park and other miscellaneous building exterior and outside areas. Authorize the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Code Section 22038 (b).

Fiscal Impact:

\$1,903,270.42 (including 10% contingency) to be awarded; sufficient funds are available in Capital Improvements Budget Account Numbers 227-11BS034-924 and 701-11BS034-924.

Background:

The proposed project includes renovation of the existing park recreation building, miscellaneous building exterior and outside area improvements, parking lot and planter improvements, park improvements, refurbishment of existing steel fence, park irrigation system improvements, new ADA ramp from building to park field overhead and bollard light fixture replacement and LED conversion, new shade structures and park concrete pathway repairs.

Per Section 2.2 of the Existing Community Workforce Agreement (“CWA”), this project is subject to the CWA by and between the City of Lancaster and Los Angeles/Orange Counties Building and Construction Trades Council, and the Signatory Craft Councils and Unions (“CWA”). The PWCP 21-024 contract documents were prepared, and the project was advertised accordingly. Per Section 2.6(b) of the CWA, Letters of Assent shall be submitted by the Contractor and each of its subcontractors, of whatever tier, forty-eight (48) hours prior to commencement of work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

On October 5, 2021, at 11:00 a.m., the City conducted an electronic bid opening for PWCP No. 21-024 via PlanetBids. One (1) sealed bid was received. The bid was as follows:

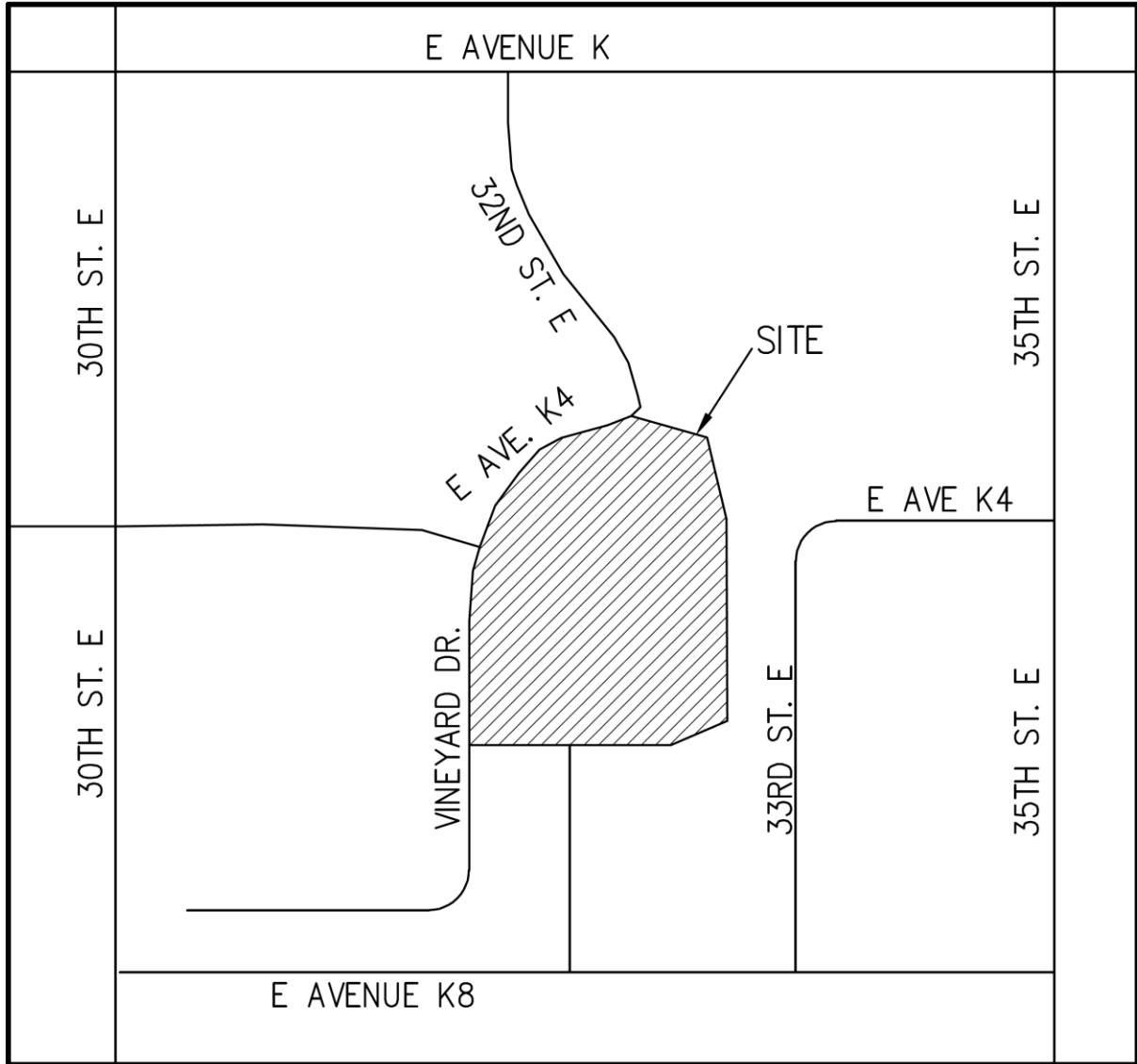
	<u>Contractor</u>	<u>City</u>	<u>Bid Amount</u>
1.	C.S. Legacy Construction, Inc.	Chino, CA	\$1,730,245.84
	Engineer's Estimate		\$1,720,316.89

MD:vw

Attachment:
Vicinity Map

PWCP 21-024

SKYTOWER PARK RENOVATIONS



VICINITY MAP



STAFF REPORT
City of Lancaster

CC 7
11/9/2021
JC

Date: November 9, 2021

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: State of California Freeway Agreement on Route 14 from Avenue G, Postmile 71.0 to Avenue M, Postmile 64.7 within the Lancaster City Limits

Recommendation:

Approve the Freeway Agreement with the State of California on State Route 14 from Avenue G, Postmile 71.0 to Avenue M, PM 64.7 and Authorize the Mayor to sign all documents.

Fiscal Impact:

None.

Background:

A Freeway Agreement was executed between the County of Los Angeles (County) and the State of California (State) in September of 1968 for State Route 14, Postmile 64.7 to Postmile 68.5. Portions of the above County agreement that lie within the jurisdictional limits of the City of Lancaster were adopted by the City of Lancaster, specifically Postmile 64.7 and 71.0.

In conjunction with the Measure R Projects located along State Route 14, this Freeway Agreement shall clarify and supersede all previous agreements along State Route 14 within the City jurisdictional limits.

ML:vw

Attachment:

Freeway Agreement

FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 20_____, by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation (herein referred to as "STATE"), and the City of Lancaster (herein referred to as "CITY"),

WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolution of the California Transportation Commission on November 25, 1957; and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated September 20, 1968, relating to that portion of State Highway Route from PM 61.8 to PM 68.5; and

WHEREAS, a revised plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects roads of the CITY; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new Freeway Agreement in accordance with the revised plan of said freeway;

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes that portion of said Freeway Agreement dated September 20, 1968, from PM 64.7 to PM 68.5.
2. CITY agrees and consents to the closing of CITY roads, relocation of CITY roads, construction of frontage roads and other local roads, and other construction affecting CITY roads, all as shown on the plan map attached hereto, marked Exhibit A, and made a part hereof by reference.
3. The obligations of STATE and CITY with respect to the funding and construction of the freeway project will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto, or Encroachment Permits issued to CITY. The parties responsible for the construction of the freeway shall make any changes affecting CITY roads only in accordance with the plan map attached hereto, marked Exhibit A.
4. The obligations of STATE and CITY with respect to the acquisition of the rights of way required for the construction, reconstruction, or alteration of the freeway and CITY roads, frontage roads, and other local roads will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto or Encroachment Permits issued to CITY.

5. It is understood between the parties that the rights of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway project, the obligations of STATE and CITY hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

6. CITY will accept control and maintenance over each of the relocated or reconstructed CITY roads, any frontage roads, and other local roads constructed as part of the project, on receipt of written confirmation that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. If acquired by STATE, CITY will accept title to the portions of such roads lying outside the freeway limits upon relinquishment by STATE.

7. This Agreement may be modified at any time by the mutual consent of the parties hereto, as needed to best accomplish, through STATE and CITY cooperation, the completion of the whole freeway project for the benefit of the people of the STATE and of the CITY.

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

STATE OF CALIFORNIA
Department of Transportation

THE CITY OF LANCASTER
A Municipal Corporation

TOKS OMISHAKIN
Director of Transportation

By

By receiving

TONY TAVARES
District 7 Director





R. REX PARRIS
Mayor

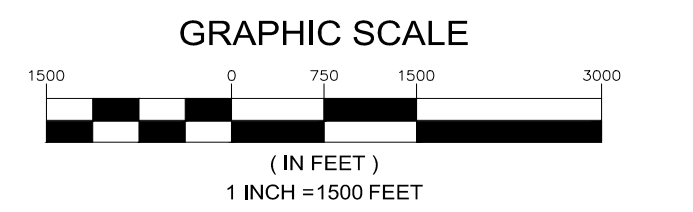
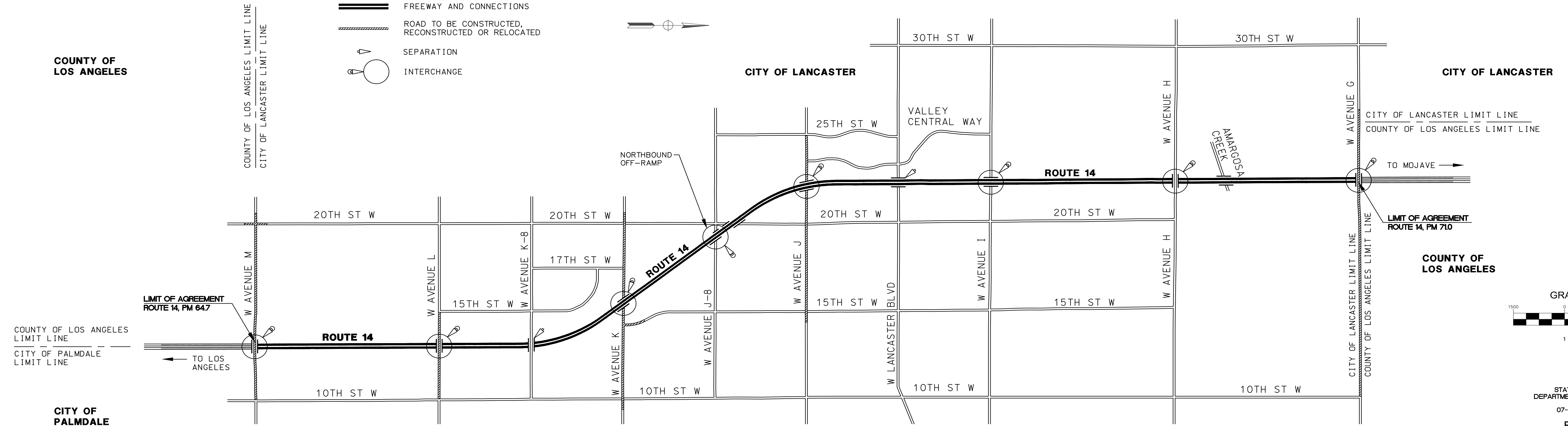
APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney (State)

Attorney (City)

- LEGEND:**
-  FREEWAY AND CONNECTIONS
 -  ROAD TO BE CONSTRUCTED, RECONSTRUCTED OR RELOCATED
 -  SEPARATION
 -  INTERCHANGE



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
MAP SHOWING
07-LA-14 PM 64.7/71.0

**FREEWAY
IN THE CITY OF LANCASTER**

ON ROUTE 14 FROM AVENUE G TO AVENUE M

STAFF REPORT
City of Lancaster

CC 8
11/9/2021
JC

Date: November 9, 2021

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Award of Strategic Transportation Consultant Services Supporting the Development of a Local Road Safety Plan and Program (RFQ No.745-22)

Recommendations:

1. Approve the appropriation of \$160,000.00 in Local Road Safety Plan (LRSP) grant funds from the Department of Transportation to Account No. 349-4771-301.
2. Increase estimated revenues in Account No. 349-3308-102 by \$160,000.00.
3. Authorize the City Manager or his designee to execute a two-year professional services agreement with Kimley-Horn and Associates, Inc., of Los Angeles, California, in the amount of \$191,481.17 to provide professional services in the development of the City's LRSP and its resulting program for a minimum of two (2) years.

Fiscal Impact:

Appropriate \$160,000.00 to Account No. 349-4771-301. Sufficient funds are available in Operating Budget Account No. 101-4771-301 for the City's match of \$20,000.00 and the additional consultant cost of \$11,481.17.

Background:

In December 2019, the City of Lancaster completed the Highway Safety Improvement Program's (HSIP) Systemic Safety Analysis Report Program (SSARP), and adopted the resulting report as its Safer Streets Action Plan. The intent of the SSARP is to assist local agencies in performing a collision analysis, identifying safety issues on their roadway networks, and developing a list of systemic low-cost countermeasures that can be used to prepare future grant applications, namely HSIP. As such, Lancaster's Action Plan is focused on systemically applying Engineering to traffic safety concerns.

In the next HSIP Call-for-Projects (Cycle 11, April 2022), an LRSP will be required for an agency

to be eligible to apply for federal HSIP funds. The City of Lancaster has an appreciation for and commitment to supporting the HSIP program, because it has seen the beneficial safety outcomes of the HSIP projects for which it has already received funding.

Between the results of these projects and the partnerships that have resulted from completing a Systemic Safety Analysis Report, Lancaster is eager to advance its work by creating an LRSP and program that will address the other HSIP Traffic Safety E's: Enforcement, Education, and Emergency Services, and any Emerging Technologies.

In July 2020, the California Department of Transportation (Caltrans) awarded the City a grant of \$72,000.00 (with an \$8,000.00 match) to create an LRSP. Then, in the Fall of 2020, Caltrans adjusted their funding allocation to consider lane miles and population. As a result, the City became eligible for additional funding. In the Spring of 2021, the City received notice that it was awarded a total grant of \$160,000.00, with a \$20,000.00 required local match. On October 26, 2021, the City received its amended Finance Letter from Caltrans for this amount.

On August 30, 2021, at 11:00 a.m., the City advertised a Request for Qualifications (RFQ) for a consultant to provide professional services in the development of one (1) LRSP, and its resulting program for a minimum of two (2) years. Five (5) proposals were received by the submission deadline on September 30, 2021, at 11:00 a.m. An evaluation committee from Finance and Development Services evaluated the proposals based on evaluation criteria identified in the RFQ. These criteria were: Completeness of Response, Qualifications & Experience, Organization & Approach, Scope of Services to be Provided, Schedule of Work, Conflict of Interest Statement, Local Presence, and References. Based on the evaluation criteria, Kimley-Horn and Associates, Inc., received the highest overall score.

CVH/jr

Attachments:

Agreement

Proposal

Finance Letter

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 745-22 Strategic Transportation Consultant Services Supporting the Development of a Local Road Safety Plan and Program 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 16 pages

Second: Request for Proposal – RFQ 745-22 Strategic Transportation Consultant Services Supporting the Development of a Local Road Safety Plan and Program

Third: 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 and Rates Schedule,” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant shall perform and complete, in a manner satisfactory to the City, all work and services set forth in Exhibit “A.” The City Manager 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 City Manager, or his designee.

7. **Obligations of the City.**

A. The City shall pay Consultant an amount not to exceed \$191,481.18 for all work necessary to complete the Services, as described in the Scope of Services and Rates Schedule. 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 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 agrees to indemnify and hold harmless the City, 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 the City, 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.

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 Development Services 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 the CONSULTANT. This Agreement shall continue in full force and effect for thirty-six (36) 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.

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. 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.

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. 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	
Including Contractual Liability/Independent Contractors	
Including 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
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(Coverage shall be at least as broad as ISO form CA00 01)

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

(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)

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:

STRATEGIC TRANSPORTATION CONSULTANT SERVICES SUPPORTING THE DEVELOPMENT OF A LOCAL ROAD SAFETY PLAN AND PROGRAM RFQ# 745-22

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.

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 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 City's 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 15.

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 herein.

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.

23. **Exhibits.**

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

Exhibit "A" Rate Schedule

Exhibit "B" Term and Payment Clause

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”
CITY OF LANCASTER
LANCASTER, CALIFORNIA

Approved By Department Head:

By: _____
Jeff Hogan, Development Services Director

Dated: _____

By: _____
Jason Caudle, City Manager

Dated: _____

"CONSULTANT"
KIMLEY-HORN AND ASSOCIATES, INC

By: _____
Robert D. Blume, PE

Dated: _____

ATTEST:

Andrea Alexander
City Clerk

APPROVED AS TO FORM:

Allison E. Burns, Esq.
City Attorney

EXHIBIT A

**SCOPE OF SERVICES
AND RATES SCHEDULE**

EXHIBIT "B" OF APPENDIX "A"

TERM AND PAYMENT 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 not to exceed 3 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. 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. Invoices shall identify the purchase order. CONSULTANT shall provide a cost breakdown with hourly rates for each office and field function. Any additional work will require an addendum to this agreement 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, RFQ 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.

Robert D. Blume
Kimley-Horn and Associates, Inc.



IV Scope of Work

Scope of Services

The following scope of services outlines how Kimley-Horn will build from the City's current plan to provide a well-rounded framework for an ongoing safety improvement program. The LRSP will be structured to make the City of Lancaster more competitive for grant funding, better able to identify and prioritize safety needs, and encourage safer driving practices.

Task 1: Project Management, Meetings, and Field Visits

Task 1.1: Project Management and Meetings

Kimley-Horn will develop a Project Development Team (PDT) with the City staff and will schedule a kick-off meeting upon award of the project to review the project scope of work and arrange a communication plan for the duration of the study. This meeting will be conducted in-person if local health guidelines allow or held virtually based on discussions with City staff. This meeting will be used to identify stakeholders within the City or Antelope Valley region that should be included in future project communications. Representation from public works, law enforcement, schools, and health agencies is typically valuable in creating a well-rounded safety plan. Kimley-Horn will conduct virtual monthly and quarterly progress meetings to keep City staff informed and involved in the process as well as stay on track to meet the project deadlines.

Kimley-Horn has established internal quality control processes that include multiple levels of review before deliverables are submitted to a client, including a designated quality control officer that is not part of the core project team to provide objective feedback from the perspective of someone external to the project.

Task 1.1 Deliverables:

- Meeting Agendas and Minutes
- Progress Reports

Task 1.2: Field Visits

Kimley-Horn will develop crash diagrams and visit sites identified as high crash locations to observe traffic conditions and physical infrastructure that could be ineffective at preventing crashes. We will also identify existing safety measures in-place at these locations which could include radar feedback signs, speed humps, warning signs, and other relevant traffic control devices. At up to ten identified high collision locations, field assessments will be conducted to collect additional information to better match roadway characteristics with collision activity, allowing the team to diagnose issues and develop systemic recommendations. Deficiencies per the Highway Design Manual and other regulatory and guidance documents will be identified at these locations.

Field visits are most effective when City staff and key stakeholders participate – particularly representatives from law enforcement and educators. They can provide feedback on what they have seen and heard in addition to what is seen in-person and/or through collision data. Hence, we propose conducting this mobile workshop which could then culminate with a debrief meeting, which recaps what was seen and brainstorms some potential countermeasures.

Task 1.2 Deliverables:

- Field Visit Package (Crash Diagrams, Note Sheets, Site Visit Map)
- Summary of Field Data and Notes

Task 2: Comprehensive Data Analysis

Task 2.1: Data Collection

The Kimley-Horn team includes Crossroads Software. Crossroads can provide the project team with direct access to updated collision records from California Highway Patrol's (CHP) central database, avoiding the need to have City staff pull data. The last five years of collision data will be gathered to allow insight into trends and to better mitigate the natural year-over-year fluctuation caused by natural randomness in collision activity. Kimley-Horn's approach is to look at all collision severity levels. This provides a richer dataset to review and allows the team to determine factors where collision severity levels are high relative to overall collision numbers.



Proposal for Strategic Transportation Consultant Services Supporting the Development of a LRSP and Program

(RFQ No. 745-22)

As part of other ongoing projects with the City, specifically – City of Lancaster Safe Routes to School Master Plan “Refresh”, Kimley-Horn team obtained GIS data covering the street network including roadway functional classification, schools, parks, bikeway facilities, and pedestrian trail network. We will request any other available GIS data from the City including, but not limited to, intersection control, transit stops, and other roadway characteristics that impact safety. Kimley-Horn has also received and documented extensive traffic volume data from the City of Lancaster as part of other ongoing City projects. Average Daily Traffic (ADT) and 85th percentile speed data is available through the Engineering and Traffic Surveys. If needed, additional ADT can be accessed from the Travel Demand Model. Approximate volumes for the rest of the network will be estimated based on roadway hierarchy to help estimate collision rates.

We will develop a technical memorandum summarizing the data obtained from the City and other resources as well as provide a list of any additional data required to do the work.

Task 2.1 Deliverables:

- Technical Memorandum #1 – Data Collection Summary
- GIS Database of Roadway and Intersections with Classification, Volume, and Control

Task 2.2: Collision Analysis

Our team’s approach to safety analysis includes statistical network screening using Highway Safety Manual methods. These methods are selected to identify locations with higher-than-expected collision activity that can be reviewed to identify roadway and intersection characteristics associated with higher risk. These methods also review a variety of collision characteristics to identify locations where specific types of collisions are over-represented. This helps to diagnose safety factors that are leading to elevated numbers of collisions.

The first screening step is to develop critical crash rates for segments and intersections in the City. Average crash rates are developed for intersections based on control type, and roadway segments based on functional classification. A statistical threshold is then established based on daily traffic volumes for each segment and intersection. The difference between the actual crash rate and the critical crash rate for each location can then be used to estimate the relative risk faced by users of the given intersection or segment. This method builds on the High Collision or High Injury Networks that mirror high traffic networks to provide deeper insight into potential low-cost safety measures. Roadways and intersections with lower classifications will also be identified, allowing the LRSP to broach risk factors associated with those roadways.

The second screening step focuses on crash type over-representation. Citywide data is used to determine the typical collision type mix for each of the functional classifications and intersection control types. Then the mixture is reviewed for each segment and intersection to highlight those with high concentrations of a specific collision factor. Factors analyzed would include:

- Fatal Collisions
- Fatal + Serious Injury Collisions
- Broadside Collisions
- Rear-End Collisions
- Sideswipe Collisions
- Head-On Collisions
- Single Vehicle Collisions (Run Off Road, Fixed Object, Parked Vehicle, Other)
- Bicycle Collisions
- Pedestrian Collisions
- Wet/Slippery Road Collisions
- Nighttime Collisions
- Collisions Involving Alcohol/Drugs
- Collisions Involving Driver Inattention
- Collisions Involving Speeding/Aggressive Driving

The resulting list would include both the number of collisions for each factor, and the probability that any excess is not random.

Kimley-Horn will provide a ranked list of sites including all roadway segments and intersections with three or more collisions (needed for statistical evaluation) ranked by overall number of collisions per Local Roadway Safety Manual Guidance. Our team will refine the list of up to ten locations (selected as part of Task 1.2) for further evaluation and potential project development based on amount of collision activity, collision severity, unusual collision patterns, and site variability to increase the potential number of systemic factors and mitigations identified. A thorough analysis of roadway characteristics that may potentially contribute to crashes at the identified high crash locations (“hotspots”) will be performed. These roadway characteristics may include, but are not limited to, horizontal geometry, roadway configuration and width, striping, and traffic control.



Kimley-Horn will also review demographics, socioeconomic data, and regulations that could reasonably affect the goals, objectives, and projects that will come from this LRSP.

A technical memorandum will be prepared which summarizes the last five (5) years collision data, list of intersections and segments with statistically analyzable collision activity, citywide safety trends, recommended focus areas and crash diagrams for the top ten high crash locations. This technical memorandum will be used to develop countermeasures and strategies as part of subsequent tasks. The content of this technical memorandum will eventually be included in the final LRSP document.

Task 2.2 Deliverable:

- Technical Memorandum #2 - Citywide Safety Background and Trends

Task 3: State of System Review

Task 3.1: Best Practices Review

Our team will work with City staff to identify programs and policies within the City that are most supportive of safety, which could be updated to better align with current best practices, and where there are opportunities for new initiatives that would likely support safer roads and better driving behaviors. Kimley-Horn staff will collect the needed information by providing the City with a list of questions in advance and will conduct an interview with City staff to finalize the responses.

Kimley-Horn will prepare a technical memorandum summarizing the opportunities for best practices that will facilitate improvements in the areas of engineering, enforcement, education, encouragement, and emergency services.

Task 3.1 Deliverables:

- Question List for City Staff
- Technical Memorandum #3 - Summary of Opportunities for Best Practices

Task 3.2: Literature Review

Kimley-Horn will conduct a literature review of existing plans published by the City, including but not limited to, the Lancaster Systemic Safety Analysis Report (January 2020), Lancaster Rural Intersection Study, Lancaster Safe Route to School Master Plan (November 2016), Lancaster Safe Routes to School Master Plan Refresh (ongoing), Master Plan of Trails and Bikeways (March 2012), and Master Plan of Complete Streets (December 2016), as well as current and upcoming capital improvement projects. This will help identify projects, policies, and programs that are in place or recommended that might be of value to this analysis.

Our team will work with City staff to identify programs and policies within the City that are most supportive of safety, which could be updated to better align with current best practices and where there are opportunities for new initiatives that would likely support safer roads and better driving behaviors.

Task 3.2 Deliverable:

- Technical Memorandum #4 - Summary of Existing Plans and Programs

Task 4: Establish Goals and Objectives

Kimley-Horn will work with City staff to establish a list of goals and objectives to reflect discussions with the City of Lancaster staff, various stakeholders identified by City staff, and a review of existing plans/policies in the area. The goals and objectives will incorporate all E's of traffic safety (engineering, enforcement, emergency services, education, and any emerging technologies) to encourage safer driver behavior and better severity outcomes for all modes of transportation.

Task 4 Deliverable:

- List of Goals and Objectives (spreadsheet format)



Task 5: Develop Safety Projects

Task 5.1: Countermeasure Development

The team will prepare a toolbox of systemic safety mitigations that can be applied citywide, or on key parts of the network. Countermeasures will include a mixture of infrastructural improvements, educational initiatives, law enforcement strategies, policy updates, coordination activities, and other items that will contribute to the overall tapestry of roadway safety in the City. The list of potential countermeasures and toolbox will be presented to the City staff for discussion and selection.

Task 5.1 Deliverable:

- Technical Memorandum #5 – Potential Local Countermeasures and Safety Countermeasure Toolbox

Task 5.2: Safety Improvement Opportunities

Kimley-Horn will develop project sheets for up to ten high crash locations. The sheets will profile the existing safety performance of the location, will include an aerial photo and map, and will outline potential countermeasures that had been identified through the safety analysis and workshop tasks and approved by the City. Each countermeasure will also have a reported benefit/cost as well as prioritization recommendations. These sheets will provide the City with a scalable overview of the most cost-effective safety options at each location based on the level of resources available, allowing for phased implementation of multiple countermeasures, or to go straight to implementation of the most cost-effective solutions.

Safety measures will also identify targeted enforcement based on the comprehensive analysis completed as part of previous tasks (Task 2). Kimley-Horn will assist the City staff in identifying areas of data and information collaboration between responsible agencies such as the City and Los Angeles County Sheriff as well as provided alternatives to enforcement when limited resources are available. As part of this task, safety education and encouragement measures will be identified for all modes of transportation (including pedestrians and bicyclists) as well as vulnerable populations such as school-age children and seniors.

Task 5.2 Deliverable:

- Technical Memorandum #6 – Potential Safety Projects, to include:
 - ↳ Up to Ten (10) Project Sheets Including List of Potential Projects
 - ↳ Cost Estimates, Mapping, Applicable Grants, time range (short, mid, and long term) and Cost/Benefit Ratio of Proposed Safety Improvements

Task 6: Final Local Roadway Safety Plan

Our approach addresses the various E's of safety and will result in a report that satisfies both the SSAR and LRSP structure, making the City competitive for future state and federal safety funding.

The report will include the previous deliverables in a single seamless document that the City can use to pursue additional project funding and include all the items listed in the City's RFP. The analysis methods will be clearly outlined to facilitate future updates as the City completes projects, gets new collision data, and seeks funding in future cycles after this report has reached its lifespan of up to five years per LRSP guidelines.

A draft report will be submitted to the City for review and comment. Kimley-Horn will collect a consolidated set of comments from City staff and stakeholders to refine the report into a final document to present to the City Council.

Task 6 Deliverables:

- Draft LRSP
- Final LRSP – five (5) hard copies and an electronic copy (PDF in one flash drive)
- Presentation to City Council (PowerPoint)



Task 7: Ongoing LRSP Program Support

Per the scope of work detailed in the RFP, Kimley-Horn will hold quarterly progress meetings with the City to discuss the current status of the project and to make decisions about the project direction as alternative courses emerge. Kimley-Horn will quarterly support the City's progress in securing funding (HSIP Cycle 11 and Cycle 12) for up to two (2) years.

Task 7 Deliverables:

- Quarterly Report detailing City's progress
- Appendix to LRSP

Cost Control and Budgeting Methodology

Each project's schedule and budget must be aggressively communicated by the project manager to the project team. We utilize a detailed management information system (MIS) to organize individual project tasks by phase and discipline. Twice a month, the MIS will generate a Project Effort Report showing actual effort expended by task. The anticipated labor effort is then summarized in a matrix that becomes the basis for establishing and tracking the project budget. We track the budget on a percent-complete basis in order to measure performance during each accounting report period.

We also use MIS for establishing staffing for each project and identifying the anticipated labor requirements of each phase of the project. This work plan is reviewed frequently throughout the life of a project and is used in conjunction with the Kimley-Horn "cast-ahead" program to forecast project workloads.

Our cost and schedule control mechanisms are also enhanced by our project team's previous experiences and lessons learned. Several of our project team members assisted the City of Lancaster and provided a quality SSAR on schedule and within budget. Kimley-Horn was able to deliver exceptional client service by being efficient throughout project delivery and by proactively communicating with City staff and key stakeholders on the project.



**Proposal for Strategic Transportation Consultant Services
Supporting the Development of a LRSP and Program**
(RFQ No. 745-22)

September 30, 2021

Community Development
Lancaster City Hall
44933 Fern Avenue
Lancaster, CA 93534

» 660 South Figueroa Street
Suite 2050
Los Angeles CA
90017
TEL 213.261.4040
Fax: N/A

**Subject: Cost Proposal for RFQ 745-22 Strategic Transportation Consultant Services Supporting the Development of a
Local Road Safety Plan and Program**

Dear Members of the Selection Committee:

As instructed by the RFP, we have included our cost proposal in this separate envelope. We welcome the opportunity to discuss our cost proposal with the City and are flexible to adjustments and refinements to better accommodate your needs.

Thank you for your consideration. Should you have any questions, please feel free to contact project manager **Sowmya Chandrasekhar, P.E., T.E, PTOE** at 213.354.9400, Sowmya.Chandrasekhar@kimley-horn.com, or at the address listed above.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Sowmya Chandrasekhar, P.E., T.E., PTOE
Project Manager

Robert D. Blume, P.E.
Vice President/ Principal-in-Charge*

**Robert D. Blume, P.E. has the authority to contractually bind the firm.*



**Proposal for Strategic Transportation Consultant Services
Supporting the Development of a LRSP and Program**
(RFQ No. 745-22)

**CITY OF LANCASTER
Local Road Safety Plan
RFQ No. 745-22**

		Kimley-Horn and Associates, Inc.								Total Hours	Total Cost
Name	Category/Title	Sowmya Chandrasekhar	Mike Colety	Robert Blume	Sr. Professional II	Sr. Professional I	Professional	Analyst	Project Support		
194.77% Overhead%	194.46% Overhead% w/o FCCM	Direct Rate	Billing Rate								
10% Fee%											
Task 1	Project Management, Meetings, and Field Visits	78	0	4	6	20	10	40	30	188	\$ 35,145.34
1.1	Project Management and Meetings	58		4	4	10			30	106	\$ 20,585.97
1.2	Field Visits (prep, attendance, summary)	20			2	10	10	40		82	\$ 14,559.37
Task 2	Comprehensive Data Analysis	30	4	0	4	8	30	100	0	176	\$ 30,468.13
2.1	Data Collection	10				4	10	20		44	\$ 7,719.58
2.2	Collision Analysis	20	4		4	4	20	80		132	\$ 22,748.55
Task 3	Sate of System Review	4	0	0	0	8	21	22	0	55	\$ 9,531.95
3.1	Best Practices Review	2				4	12	12		30	\$ 5,183.31
3.2	Literature Review	2				4	9	10		25	\$ 4,348.64
Task 4	Establish Goals and Objectives	4	0	0	0	8	0	6	0	18	\$ 3,394.09
4.1	Identify Goals and objectives focusing on all E's	4				8		6		18	\$ 3,394.09
Task 5	Develop Safety Projects	28	4	0	4	12	64	84	0	196	\$ 34,616.54
5.1	Countermeasure Development	12	2		2	8	40	44		108	\$ 19,025.97
5.2	Safety Improvement Opportunities	16	2		2	4	24	40		88	\$ 15,590.57
Task 6	Final Local Road Safety Plan (LRSP)	40	8	0	12	22	18	88	8	196	\$ 35,776.52
6.1	Draft LRSP	20	4		4	16	10	64		118	\$ 21,064.96
6.2	Final LRSP	10	2			6	8	24	6	56	\$ 9,695.16
6.3	Presentation to City Council	10	2		8				2	22	\$ 5,016.40
Task 7	On-Going LRSP Program Support	30	0	0	2	10	12	20	0	74	\$ 14,110.41
7.1	On-Going Coordination and Support with City and Stakeholders	20			2	8	4	8		42	\$ 8,344.09
7.2	Quarterly Reports Detailing City's Progress	8					4	4		16	\$ 3,024.68
7.3	Appendix to LRSP	2				2	4	8		16	\$ 2,741.64
	TOTAL HOURS	214	16	4	28	88	155	360	38	903	
	Subtotal Labor:	\$ 45,875.53	\$ 4,876.21	\$ 1,465.20	\$ 7,078.15	\$ 18,159.99	\$ 27,870.58	\$ 53,141.60	\$ 4,575.73		\$ 163,042.98
	Other Direct Costs										\$ 28,438.20
	Labor Escalation										\$ 1,243.20
	Travel/Mileage										\$ 300.00
	Crossroads (Data Collection)										\$ 500.00
	LSY Enterprise (QA/QC, Task 1 and Task 2 Support)										\$ 26,395.00
	TOTAL COST:										\$ 191,481.18

Exhibit 10-H1 Cost Proposal
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Kimley-Horn and Associates, Inc.

Project No. _____ Contract No. _____ Date 9/30/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Sowmya Chandrasekhar	214	\$66.12	\$ 14,149.68
QA/QC	Mike Colety	16	\$94.00	\$ 1,504.00
Principal-in-Charge	Robert Blume	4	\$112.98	\$ 451.92
Sr. Professional II		28	\$77.97	\$ 2,183.16
Sr. Professional I		88	\$63.65	\$ 5,601.20
Professional		155	\$55.46	\$ 8,596.30
Analyst		360	\$45.53	\$ 16,390.80
Sr. Project Support			\$50.25	\$ -
Project Support		38	\$37.14	\$ 1,411.32

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 50,288.38

b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculation) \$ 383.45

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 50,671.83

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ -

f) FCCM (Rate: 0.31%) g) FCCM [(c) x (f)] \$ 157.08

h) Overhead (Rate: 194.46%) i) Overhead [(c) x (h)] \$ 98,536.44

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 98,693.52

FIXED FEE k) TOTAL FIXED FEE [(c) + (e) + (i)* fixed fee 10%] \$ 14,920.83

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE

Description of Item	Quantity	Unit	Unit Cost	Total
Travel/Mileage				\$ 300.00
Data Collection (Crossroads)				\$ 500.00
LSY Enterprise (QA/QC, Task 1 and Task 2 Support)				\$ 26,395.00

l) TOTAL OTHER DIRECT COSTS \$ 27,195.00

m) SUBCONSULTANTS' COSTS

Subconsultant 1: _____ \$ -

(m) TOTAL SUBCONSULTANTS' COSTS \$ -

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 27,195.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 191,481.18

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
(Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor					
<u>Subtotal</u>		Total Hours per Cost		Avg Hourly	5 Year
per Cost		Proposal		Rate	Contract Duration
Proposal					
\$ 50,288.38	/	903	=	\$55.69	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly		Proposed Escalation		
	Rate				
Year 1	\$55.69	+	5%	=	\$58.47 Year 2 Avg Hourly Rate
Year 2	\$58.47	+	5%	=	\$61.40 Year 3 Avg Hourly Rate
Year 3	\$61.40	+	5%	=	\$64.47 Year 4 Avg Hourly Rate
Year 4	\$64.47	+	5%	=	\$67.69 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated %		Total Hours per Cost		Total Hours	
	Completed		Proposal		per Period	
	Each Period					
Year 1	90.00%	*	903	=	812.7	Estimated Hours Year 1
Year 2	5.00%	*	903	=	45.15	Estimated Hours Year 2
Year 3	5.00%	*	903	=	45.15	Estimated Hours Year 3
Year 4	0.00%	*	903	=	0	Estimated Hours Year 4
Year 5	0.00%	*	903	=	0	Estimated Hours Year 5
Total	100%		Total	=	903	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly		Estimated Hours		Cost	
	Rate		(calculated above)		Per Period	
	(calculated above)					
Year 1	\$55.69	*	812.7	=	\$45,259.54	Estimated Hours Year 1
Year 2	\$58.47	*	45.15	=	\$2,640.14	Estimated Hours Year 2
Year 3	\$61.40	*	45.15	=	\$2,772.15	Estimated Hours Year 3
Year 4	\$64.47	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$67.69	*	0	=	\$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	\$50,671.83	
Direct Labor Subtotal before escalation	=	\$50,288.38	
Estimated total of Direct Labor Salary Increase	=	\$383.45	Transfer to Page 1

Period 1 = Contract inception through 6/30/22 Period 2 = 7/1/21 through 6/30/23

Period 3 = 7/1/23 through 6/30/24 Period 4 = 7/1/24 through 6/30/25 Period 5 = 7/1/25 through 6/30/26

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 9/30/2021

Email: anthony.podegracz@kimley-horn.com Phone Number: (213) 261-4040

Address: 660 South Figueroa Street, Suite 2050, Los Angeles, CA 90017

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

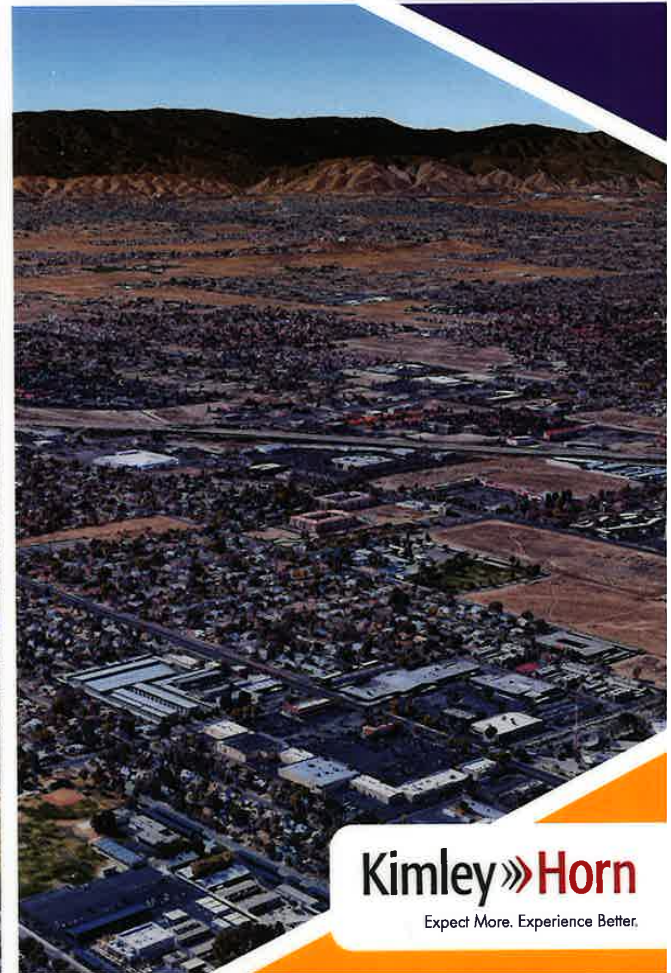
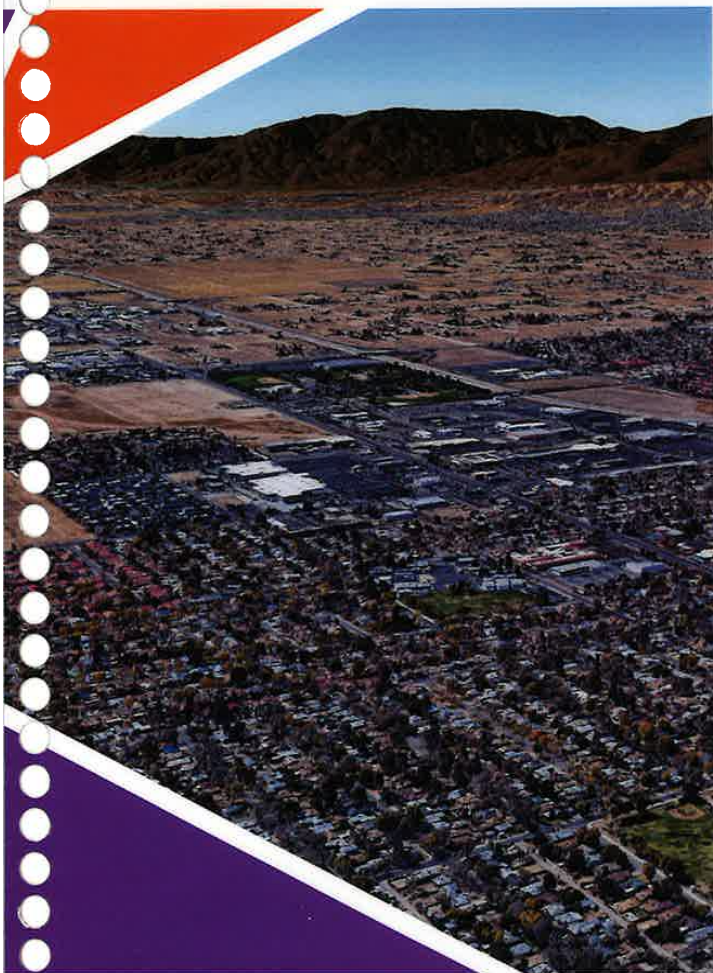
Engineering Services



Proposal for Strategic Transportation
Consultant Services Supporting the Development of a

Local Road Safety Plan and Program

(RFQ No. 745-22)



Kimley»Horn

Expect More. Experience Better.



Table of Contents

- I** Introductory Letter1
- II** Consultant Information, Qualifications, and Experience 2
- III** Organization and Approach9
- IV** Scope of Work19
- V** Schedule of Work24
- VI** Conflict of Interest Statement25
- VII** Litigation26
- VIII** Contract Agreement.....27
- IX** Cost ProposalSealed Separately
- X** Additional Relevant Information (Appendix)28



**Proposal for Strategic Transportation Consultant Services
Supporting the Development of a LRSP**
(RFQ No. 745-22)

I INTRODUCTORY LETTER

September 30, 2021

» 660 South Figueroa Street
Suite 2050
Los Angeles CA
90017
TEL 213.261.4040
Fax: N/A

Community Development
Lancaster City Hall
44933 Fern Avenue
Lancaster, CA 93534

Subject: RFQ 745-22 Strategic Transportation Consultant Services Supporting the Development of a Local Road Safety Plan and Program

Dear Members of the Selection Committee:

The City of Lancaster (City) is seeking a consultant to provide professional services in the development of a Local Roadway Safety Plan (LRSP) and its resulting program for a minimum of two years. The goal of this project is to create a collaborative set of citywide frameworks to systemically identify and analyze safety problems and recommend implementable safety improvements. Having been part of the planning and design of safety improvements throughout the City, **Kimley-Horn** understands the services being requested and is excited to continue our working relationship with you. Below are some of the benefits of partnering with Kimley-Horn:

Technical Analysis Expertise. Kimley-Horn has extensive experience identifying traffic safety opportunities throughout the City on projects such as the Systematic Safety Analysis Report (SSAR), the Master Plan of Complete Streets, and, most recently, the Safe Routes to School (SR2S) Refresh. Specifically, the SSAR reviewed a variety of crash types and identified which intersections and roadway segments had higher than expected crash rates and which ones had unusual crash patterns or severity profiles, helping lead to systemic programs and design mitigations to bring the City closer to its goal of zero traffic deaths.

Successful Past Partnerships. In addition to the projects noted above, Kimley-Horn has worked with you on projects such as the At-Grade Rail Crossing Improvements Studies, Lancaster Health District (LHD), Measure R Highway Program Improvements, Pedestrian Gap Closure, and many others. Through this work, our team has developed strong relationships with City staff and will continue to provide high quality services as a trusted advisor. We understand your focus on improvements throughout the City, and we are passionate about providing you with reliable service from our qualified team of professionals.

Familiarity and Local Leadership. Being a local team, Kimley-Horn has developed a strong familiarity with the City. **Sowmya Chandrasekhar, P.E., T.E., PTOE** will use her 13 years of experience to serve as your main point of contact and project manager throughout this endeavor. She will be supported by team members such as **Mike Colety, P.E., PTOE, RSP₁, RSP_{2B}**, **Andrew Yi, P.E., T.E., PTOE** (exclusive subconsultant), **Sri Chakravarthy, P.E., T.E.**, and **Darryl dePencier AICP, GISP, RSP₁**, each of whom bring specific experience in transportation planning in your area and will serve as local assets to your team.

We sincerely value our relationship with the City and look forward to continuing our service to you. If you have any questions regarding our proposal, please feel free to contact project manager **Sowmya Chandrasekhar, P.E., T.E., PTOE** at 213.354.9400, Sowmya.Chandrasekhar@kimley-horn.com, or the address listed above.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

Sowmya Chandrasekhar, P.E., T.E., PTOE
Project Manager

Robert D. Blume, P.E.
Vice President/Principal-in-Charge*

*Robert D. Blume, P.E. has the authority to contractually bind the firm.
Kimley-Horn acknowledges receipt of Addendum #1, dated September 9, 2021.



Proposal for Strategic Transportation Consultant Services Supporting the Development of a LRSP and Program

(RFQ No. 745-22)

II Consultant Information, Qualifications, and Experience

Consultant Information

Kimley-Horn is a full-service engineering, planning, and environmental consulting firm providing a comprehensive range of services to public and private clients throughout the United States. Founded in 1967, our company has grown from a small group of traffic engineers and transportation planners to a multidisciplinary firm of more than 5,000 in 98 offices nationwide. Our 11 California offices, including local offices in Downtown Los Angeles, Riverside, Orange, and San Diego, have nearly 580 engineers, planners, designers, and technicians—affording us the depth of resources reasonably necessary to staff and execute virtually any assignment in response to the City’s needs for this Local Road Safety Plan (LRSP). We provide our clients with the local knowledge and responsiveness of a small organization, backed by the depth of resources only a national firm could offer.



Local Presence: Kimley-Horn has an established office located within the County of Los Angeles and will be able to provide local, responsive service to meet the City’s needs.

Firm Qualifications and Technical Expertise

As a recognized nationwide leader in engineering consulting services, Kimley-Horn professionals understand how to develop solutions unique to each community we serve. We have an extensive history of completing safety projects successfully, on time and within budget. Our team’s understanding of the decision-making process and knowledge of the public sector procurement process will be an asset to this project, and we will appropriately commit our time to this endeavor. The map below highlights our team’s comprehensive statewide safety experience. Following this map, we have highlighted our experience in the service areas most relevant to the City’s project.

STATEWIDE PROJECTS

- » California Strategic Highway Safety Plan
- » California Strategic Performance Measures Targets
- » California Highway Safety Improvement Program Implementation Plan

COUNTY PROJECTS

- 1 Nevada County RSSA
- 2 Placer County RSSA
- 3 Marin County RSSA
- 4 San Joaquin County SSARP
- 5 Calaveras County RSSA
- 6 Stanislaus County RSSA
- 7 Mono County SSARP
- 8 Monterey County RSSA
- 9 Ventura County LRSP
- 10 Imperial County RSSA

CITY PROJECTS

- 11 Sunnyvale SSARP
- 12 Goleta SSARP
- 13 Ventura SSARP
- 14 Santa Clarita SSARP/LRSP
- 15 Lancaster SSARP
- 16 Artesia LRSP
- 17 Anaheim LRSP
- 18 Eastvale SSARP
- 19 La Quinta SSARP
- 20 Perris LRSP
- 21 Imperial Beach LRSP
- 22 Moreno Valley RSA/RSSA
- 23 Santa Cruz LRSP
- 24 Palm Desert LRSP
- 25 Citrus Heights LRSP
- 26 Roseville LRSP





Proposal for Strategic Transportation Consultant Services Supporting the Development of a LRSP and Program

(RFQ No. 745-22)

Traffic Safety

Kimley-Horn is dedicated to improving safety for all users on all public roads through efforts in traffic safety planning and incorporating traffic safety components in our designs. Our expertise is shown through our efforts leading Strategic Highway Safety Plans (SHSP), including California's 2020-2024 SHSP, setting California's Safety Performance Measure Targeting, developing various SSARs and LRSPs for local agencies, and a variety of design projects that have innovative and effective safety countermeasures.

Our team is experienced in working with public agencies to evaluate not just where crashes occur, but what conditions contribute to elevated crash activity and what countermeasures can be applied systemically to reduce the frequency of accidents. We understand that each jurisdiction faces unique safety challenges, driver behavior patterns, and historical roadway development, and our team of experienced engineers, planners, and roadway safety specialists are skilled in meeting the specific needs of each community.

Specific to LRSPs, Kimley-Horn understands that a LRSP is a proactive approach to safety analysis. Existing crash patterns form part of the safety picture, but only show us where crashes have occurred, not necessarily where conditions that elevate the risk of crashes exist. A LRSP is intended to identify high crash locations within a city and diagnose what conditions might contribute to that elevated crash activity. The LRSP then identifies countermeasures that can be applied systemically throughout the city where those conditions exist to remove those higher risk conditions before crashes occur. LRSPs also require partnerships from various stakeholders, and a focus on behavior as well as engineering. Kimley-Horn has extensive and unique experience providing these services.

Traffic Engineering

Kimley-Horn was founded by three traffic engineer graduates from North Carolina State University who had a strong passion to serve clients, particularly public agencies. Today, this discipline continues to be one of our core practice areas in virtually every one of our offices. We have done thousands of traffic engineering projects for public agencies across the country, ranging from major area-wide systems involving hundreds of intersections to the design and analysis of a single intersection.

Our team brings experience in traffic studies and analyses, including the evaluation of operational characteristics, safety, capacity, circulation, flow, and access. Our traffic engineers are highly-trained and capable in using software—including VISSIM, CORSIM, HCS+, Synchro/SimTraffic, SIDRA Intersection, Signal 2020, and Transyt-7F—to evaluate the operating conditions for existing or proposed roadway configurations. In addition, our staff has the ability to translate these analyses into easy-to-understand content for the general public, as well as public officials and other stakeholders. Specific services we provide include:

- Safety studies
- High accident location studies
- Collision analysis
- Data collection
- Asset inventory
- Traffic Impact Analysis (TIA) studies
- Access-Egress and internal circulation studies
- Speed, classification, and volume studies
- Sidewalk needs studies
- Roundabout feasibility studies
- Median modification studies
- Maintenance of traffic plans
- Expert testimony

Bicycle and Pedestrian Planning

Kimley-Horn is committed to enabling safe, attractive, and comfortable access and travel for all users, including bicyclists and pedestrians of all ages and abilities. We have extensive experience in bicycle and pedestrian planning and place a priority on modern practices and implementable solutions. Our bicycle and pedestrian planning experience ranges from municipal, regional, and statewide plans to corridors and wayfinding studies. Our focus on getting projects implemented is seen through our successful on-street bikeway, sidewalk, and greenway design practice, as well as through our innovative operational studies such as in-road bicycle detection systems. The fact that we are frequently asked to take our bicycle and pedestrian planning projects from design to construction administration demonstrates our clients' trust in the quality we provide.

Caltrans Knowledge

Kimley-Horn has completed projects in more than 70 municipalities in California, many of which involved some level of coordination with Caltrans. We have a strong working knowledge of Caltrans standards and procedures, including local assistance programs, and bring established relationships with Caltrans staff in various districts, including District 7 and Headquarters. Through our significant project experience within California, our team has also gained familiarity with the area's challenges, regulations, codes, procedures, and infrastructure requirements.



Proposal for Strategic Transportation Consultant Services Supporting the Development of a LRSP and Program

(RFQ No. 745-22)

Grant Writing Expertise

Kimley-Horn has a proven track record of winning grants from the Active Transportation and Smart Growth programs, Highway Safety Improvement Program (HSIP), and other funding sources. Kimley-Horn can research and find project funding through state and federal grant programs. Our planning studies are geared toward practical, community-based solutions that meet the objectives of many grant programs. **Our grant writing expertise has helped our clients secure more than \$200 million over the past few years** for the implementation of a wide array of projects through programs such as Active Transportation grants and Smart Growth programs. We understand the deadlines, application processes, and scoring criteria associated with grant programs, and we can harness this experience to assist the City with funding applications. Our ultimate mission is to bring the ideas of a community involvement process to real projects that shape the livability of our cities and neighborhood.

Traffic Data Collection

Our team members are skilled at using manual and advanced technology to collect traffic data. Based on the need, our team can capture field data with basic methods, or through the use of portable GPS devices that allow digital photo linking capabilities and direct importation into GIS mapping and software such as ESRI ArcGIS. We take care to obtain accurate data because it is the basis for a traffic study. Often, some data (such as accident reports or recent traffic counts) can be obtained from existing sources; however, if new data is needed, Kimley-Horn knows the criteria for data collection, documentation, and compilation.

Subconsultant Overview

LSY Kimley-Horn will partner with **LSY Enterprise, Inc. (LSY Enterprise)** on this project to perform Quality Control/Quality Assurance (QC/QA) as well as assist in field visits and safety/collision analysis. LSY Enterprise is a boutique consulting firm that provides comprehensive and vision-driven municipal services in the areas of traffic engineering, field projects, and land development. With over 35 years of knowledge from leading civil and transportation engineering efforts in the public and private sector, founder **Andrew Yi, P.E., T.E., PTOE** brings a unique perceptiveness to managing sensitive issues and projects that involve multiple stakeholders and integrating projects into cohesive, long-term municipal planning efforts. In the last two years, LSY Enterprise has supported and advised the City of Lancaster on various traffic engineering and transportation projects, including traffic safety studies, speed studies, traffic impact study reviews, Intelligent Transportation System (ITS), Annual Average Daily Traffic (ADT) data/database, Caltrans HSIP/Active Transportation Program (ATP) projects, and traffic improvement plan reviews.



Kimley-Horn will partner with **Crossroads Software** on this project to perform Data Collection. Crossroads is a California-based software development company specializing in software for traffic divisions of police departments and traffic engineering departments. Their systems produce and track traffic citation, traffic collision, and DUI arrest documents. Crossroads is a privately held California "S" Corporation and has been specializing in the same field for more than 27 years. **Their software is installed at over 350 public agency traffic engineering departments in California including Los Angeles County among many others. They will assist with data collection for this project using the SWITRS database.**



Relevant Project Experience

The following are similar federal and non-federal aided projects completed by members of the proposed team.

Local Road Safety Plan, Santa Clarita, CA

Contracting agency: City of Santa Clarita

Contracting agency Project Manager: Daniella Marquez

Contracting agency contact information: 661.255.4936

Contract amount: \$129,475

Funding source: Caltrans Grant

Date of contract: 12/8/2020

Date of completion: TBD – Project Ongoing

Consultant Project Manager and contact information:

Jean Fares, P.E.

213.354.9402

jean.fares@kimley-horn.com

Project Description: The City of Santa Clarita has already completed several components reasonably necessary for assembling a LRSP, including a collision database, a Traffic Safety Committee (comprising of various City departments and local law enforcement, and a recently completed SSAR. The SSAR was completed in 2019 by Kimley-Horn and focused on engineering methods to reduce pedestrian and bicycle collisions. The LRSP that Kimley-Horn is working on will incorporate and expand upon these components by identifying opportunities to improve and enhance roadway safety within the City focusing on the 4 E's of safety: engineering, enforcement, education, and emergency services.

Project Outcome: This project is ongoing.

Project Objective: The purpose of this is to provide professional services in the development of a LRSP.





Proposal for Strategic Transportation Consultant Services Supporting the Development of a LRSP and Program

(RFQ No. 745-22)

Local Road Safety Plan, Simi Valley, CA

Contracting agency: City of Simi Valley

Contracting agency Project Manager: Justin Link

Contracting agency contact information: 805.583.6884

Contract amount: \$79,972

Funding source: State of California Grant

Date of contract: 12/16/2020

Date of completion: TBD – Project Ongoing

Consultant Project Manager and contact information:

Sowmya Chandrasekhar, P.E., T.E., PTOE

213.354.9400

Sowmya.Chandrasekhar@kimley-horn.com

Project Objective: The project entails the preparation of a LRSP in conformance with federal and state standards.

Project Description: The recommended safety improvements by Kimley-Horn are tailored to the City of Simi Valley's local needs and issues while also aligning with the California SHSP and Federal HSIP for funding eligibility. Economic losses in Simi Valley due to traffic injuries were over \$260M from 2015 through 2019 according to UC Berkeley's Traffic Injury Mapping System (TIMS) and Caltrans Vehicle Operation Cost Parameters. The Office of Traffic Safety (OTS) most recently ranked Simi Valley 51st of 58 peer cities for traffic injuries after normalizing for population and Vehicle Miles Traveled (VMT). Despite the high cost of traffic injuries, this positions the City to be well above average for roadway safety performance. Kimley-Horn identified the factors associated with the most vehicle crashes particular to the City and will identify matching countermeasures to reduce those crashes.

Project Outcome: This project is ongoing.





Local Road Safety Plan, Perris, CA

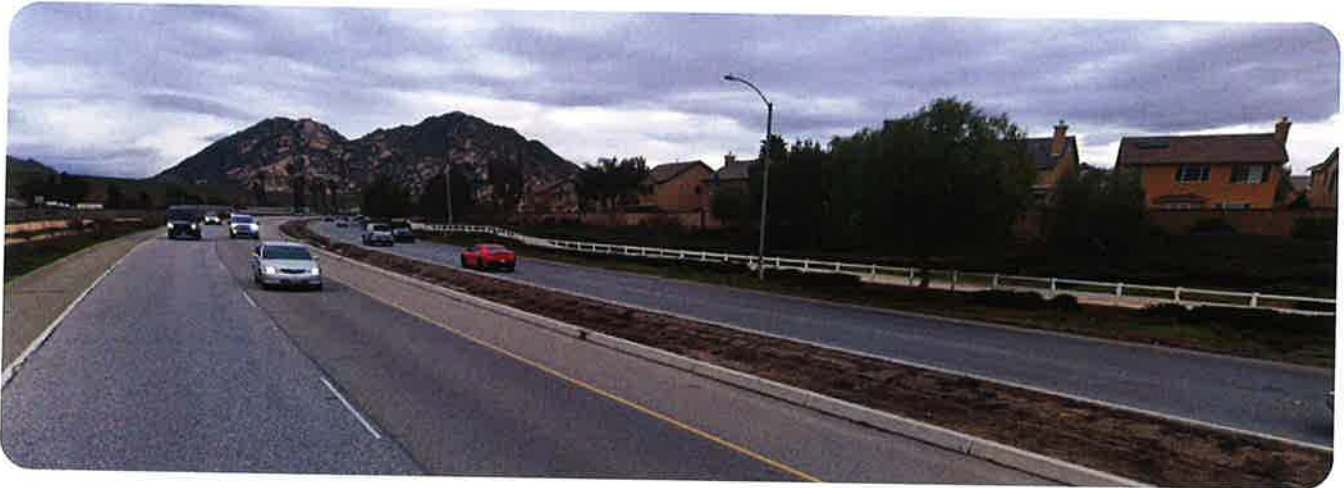
Contracting agency: City of Perris
Contracting agency Project Manager: Judy Haughney
Contracting agency contact information: 951.657.5257
Contract amount: \$79,124
Funding source: Caltrans Grant
Date of contract: 8/31/2020
Date of completion: 8/16/2021

Consultant Project Manager and contact information:
 Darryl dePencier, AICP, GISP, RSP^{2B}
 213.261.4039
 darryl.depencier@kimley-horn.com

Project Objective: The overall goal was to have a framework for organizing stakeholders to identify, analyze, and prioritize roadway safety improvements on roads in Perris.

Project Description: The City of Perris recently selected Kimley-Horn to provide engineering services to prepare a LRSP. Kimley-Horn developed a framework to identify, analyze, and prioritize roadway safety improvements on roads in Perris that account for ongoing and planned improvements already underway. The LRSP specifically addressed the unique local protocols, needs, issues, and compliance with state and federal regulations. The resulting plan was proactively evaluated by the City to identify proven countermeasures that can be implemented through both the current and future traffic safety projects. This project started late in the HSIP Cycle 10 application window. The project team was able to re-arrange the project schedule to allow HSIP projects to be developed and submitted while still meeting the requirements of a LRSP and keeping the overall project on schedule and on budget.

Project Outcome: This was completed on time and within budget.



California Strategic Highway Safety Plan (SHSP) Update and Implementation, Statewide, CA

Contracting agency: Caltrans
Contracting agency Project Manager: Michael Hill
Contracting agency contact information: 916.287.5781
Contract amount: \$7,936,669
Funding source: Caltrans
Date of contract: 7/1/2018
Date of completion: TBD – Project Ongoing

Consultant Project Manager and contact information:
 Mike Colety, P.E., PTOE, RSP^{2B}
 702.862.3609
 mike.colety@kimley-horn.com

Project Objective: To provide a safe and sustainable transportation system for all motorized and nonmotorized users on all public roads in California.

Project Description: Kimley-Horn is leading California's 2020 to 2024 SHSP Update and Implementation, a multi-agency collaborative effort. Kimley-Horn's role is to assist with SHSP development, action plans, and compliance with federal requirements. The final SHSP will provide guidance about areas of emphasis, make recommendations for improvement, and note responsible agencies and individuals for each action. Kimley-Horn will support Caltrans with overseeing implementation for the next several years. This project has required extensive coordination with a steering committee, executive committee, and several working groups. These groups meet at regular intervals, and a rigid deliverable schedule is required to get meaningful input from each of these groups. Kimley-Horn has successfully worked with Caltrans staff to keep the project on schedule and on budget, while remaining versatile enough to respond to feedback that occasionally shifts project priorities and objectives.

Project Outcome: This project is ongoing.



Local Road Safety Plan, Santa Cruz, CA

Contracting agency: City of Santa Cruz
Contracting agency Project Manager: Claire Gallogly
Contracting agency contact information: 831.420.5107
Contract amount: \$71,763
Funding source: Caltrans Grant
Date of contract: 5/12/2020
Date of completion: 6/15/2021

Consultant Project Manager and contact information:

Darryl dePencier, AICP, GISP, RSP_{2B}
 213.261.4039
 darryl.dePencier@kimley-horn.com

Project Objective: Kimley-Horn developed a LRSP for the City of Santa Cruz. The plan included an evaluation of best safety practices and common safety challenges in the City. It included a customized toolbox of countermeasures that addressed the most common local challenges that align with statewide funding priorities.

Project Description: The City of Santa Cruz has received funding from Caltrans to conduct a LRSP to help the City identify and prioritize the most effective ways to improve traffic safety for all users, as part of a statewide goal to reduce traffic injuries and fatalities. The LRSP addressed safety through roadway improvements, measures to modify driver behavior, and improved emergency response. Kimley-Horn worked with the City to create an LRSP that resulted in a set of data driven recommendations, coupled with input from key stakeholders representing the four Es of safety included in the SHSP: engineering, enforcement, education, and emergency services. The California Office of Traffic Safety has ranked Santa Cruz 24th out of 106 peer cities for traffic injuries, with 312 people injured or killed on City roadways in 2017. The City's high emphasis on recreation and a pleasant outdoor environment has contributed to high amounts of active transportation and motorcycle use in the City, causing Santa Cruz to be ranked first out of its peer group for motorcycle and bicycle injuries, and second for pedestrian injuries. The City is also ranked fifth for alcohol involved crashes. Caltrans has identified both vulnerable roadway users (pedestrians, cyclists, motorcycles) and impaired driving as key focus areas at the state level.

Project Outcome: This project was completed on time and within budget.



“I’ve loved working with Kimley Horn on this project. Darryl DePencier is our project manager, and has done a great job keeping the project moving on time and on budget. The rest of the team has also been great to work with. Their work is high quality, communication clear, and product is immediately usable. They went the extra mile in assisting us with two HSIP applications this cycle based on their draft report, and we would have been unable to take on the extra work of those without their help. I’d highly recommend their team.”

CLAIRE GALLOGLY, AICP
Transportation Planner
 City of Santa Cruz



III Organization and Approach

Project Understanding

We understand that this Local Road Safety Plan (LRSP) requires a consultant to use solutions from engineering, enforcement, education, and emergency services toolboxes to provide a proactive approach to address safety needs and demonstrate the City's responsiveness to safety changes. Our proposed team is familiar with LRSPs and understands that this project and resulting program should provide a prioritized list of safety projects that can be implemented within the City, as well as a perpetual and systematic approach that will enable Lancaster to identify potential traffic safety projects for future Highway Safety Improvement Program (HSIP) grants. Many of our team members have previously worked together on similar LRSPs for other agencies as well as the Systemic Safety Analysis Report (SSAR) Program and Safe Routes to School Master Plan Refresh for the City, providing us with an understanding of the work completed to date. Our primary project objective is to provide a LRSP and resulting program that prioritizes implementable safety projects for the City of Lancaster.

Economic losses in Lancaster due to traffic injuries amounted to approximately \$1.1B from 2016 through 2020 according to UC Berkeley's Traffic Injury Mapping System (TIMS) and Caltrans Vehicle Operation Cost Parameters. As shown in **Exhibit 1**, the Office of Traffic Safety (OTS) most recently ranked Lancaster 3rd of 59 peer cities for traffic injuries after normalizing for population and VMT in 2018. With number one (1) in the OTS crash rankings considered the highest, or "worst," this positions the City at well below average for roadway safety performance.

Agency	Year	County	Group	Population (Avg)	DVMT
Lancaster	2018	Los Angeles County	B	161505	1997897

Type of Crash	Victims Killed & Injured	OTS Ranking
Total Fatal and Injury	1510	3/59
Alcohol Involved	78	30/59
Had Been Drinking Driver < 21	3	25/59
Had Been Drinking Driver 21 - 34	19	29/59
Motorcycles	57	10/59
Pedestrians	54	22/59
Pedestrians < 15	4	37/59
Pedestrians 65+	7	15/59
Bicyclists	35	34/59
Bicyclist < 15	2	51/59
Composite	476	20/59

Type of Crash	Fatal & Injury Crashes	OTS Ranking
Speed Related	186	13/59
Nighttime (9:00pm - 2:59am)	97	17/59
Hit and Run	93	3/59

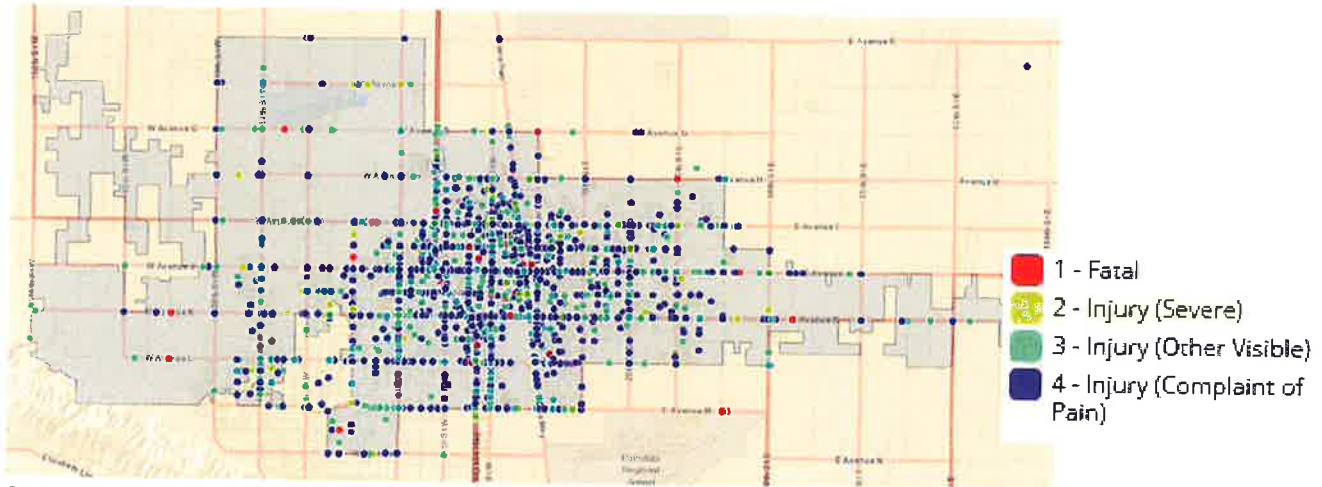
Source: California Office of Traffic Safety (OTS)

EXHIBIT 1 - Lancaster Office of Traffic Safety (OTS) Ranking (2018)



**Proposal for Strategic Transportation Consultant Services
Supporting the Development of a LRSP and Program**
(RFQ No. 745-22)

The LRSP will identify the factors associated with the most vehicle crashes particular to the City and matching countermeasures to reduce those crashes. The map, shown as **Exhibit 2**, helps identify where traffic collisions were most concentrated in the City and where fatal or serious injury crashes occurred.



Source: University of California (UC) Berkeley Transportation Injury Mapping System (TIMS)

EXHIBIT 2 - Lancaster Traffic Injury Hotspots (2016-2020)

When compared against statewide trends for Strategic Highway Safety Plan challenge areas, the City of Lancaster generally aligns with the statewide averages. As shown in **Exhibit 3**, the most notable outliers are the City's higher proportion of collisions involving aggressive driving and young drivers, and smaller proportion of lane departure and motorcyclist collisions.

	Statewide	Lancaster		
		Fatal or Serious Injury Crashes	%	Difference
Aggressive Driving	33.3%	87	38.3%	5.0%
Aging Drivers	13.1%	33	14.5%	1.5%
Bicyclists	7.5%	15	6.6%	-0.9%
Commercial Vehicles	6.5%	8	3.5%	-2.9%
Distracted Driving	4.7%	6	2.6%	-2.1%
Impaired Driving	23.8%	60	26.4%	2.7%
Intersections	23.9%	49	21.6%	-2.3%
Lane Departure	42.1%	57	25.1%	-17.0%
Motorcyclists	21.8%	28	12.3%	-9.4%
Improper Use of Occupant Protection	13.8%	28	12.3%	-1.5%
Pedestrians	19.3%	49	21.6%	2.3%
Work Zones	1.4%	1	0.4%	-1.0%
Young Drivers	12.3%	37	16.3%	4.0%

Source: Statewide Integrated Traffic Records System (SWITRS)

EXHIBIT 3 - Lancaster Traffic Injuries Compared with Statewide rates by SHSP Challenge Areas (2015-2018)



**Proposal for Strategic Transportation Consultant Services
Supporting the Development of a LRSP and Program**
(RFQ No. 745-22)

Our team uses custom GIS (Geographic Information System) based tools to evaluate the roadway system and intersections using Highway Safety Manual statistical methods. This allows for independent evaluation of intersections by control type, and roadways by function. Our team then applies additional statistics to rate each location for crash severity, crash type patterns, driver behavior factors, and roadway conditions. Our analysis procedures are outlined in **Exhibit 4**.

Our partnership with **Crossroads Software** allows us access to the highest resolution and most recent available crash data. Our custom in-house software can process the Crossroads crash records to provide a ranked order of intersections and roadway segments by crash activity consistent with the Local Roadway Safety Manual, provide a statistical evaluation of crash rates for each location relative to citywide norms, and highlight locations with unusually high crash severities or crash patterns that can help diagnose safety challenges.

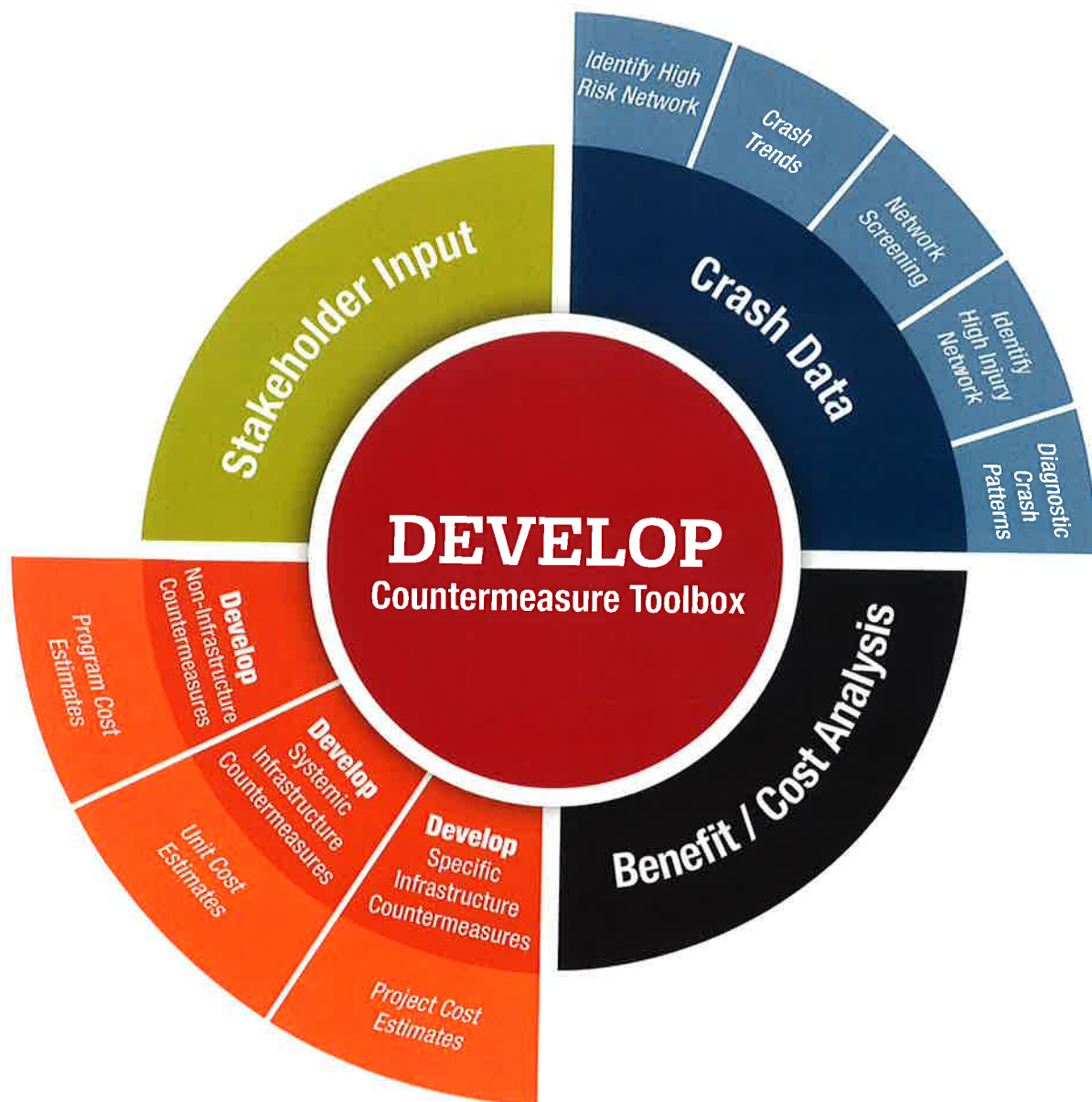


EXHIBIT 4 - Kimley-Horn's Analysis Procedures



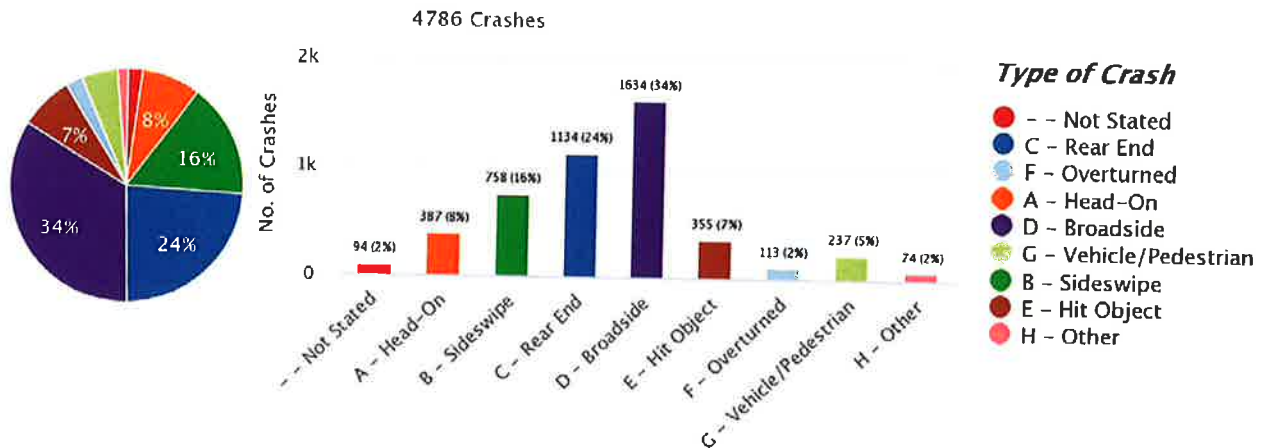
Kimley-Horn's approach to LRSP development centers on the creation of a countermeasure toolbox that includes items that address both infrastructure and driver behavior. A combination of crash history, roadway characteristics, and stakeholder feedback is used to determine which countermeasures will build in the City's existing SSAR and is likely to have the most safety benefit relative to cost for the City. The toolbox is then used to produce three products as part of the LRSP.

1. Local Infrastructure Projects. For example, the intersection of Avenue J and Division Street had the highest number of injury crashes of any intersection in the City over the past five years. By far, the most common injury crash involved left-turning vehicles colliding with through traffic – specifically in the north-south direction which is currently protected-permissive. The LRSP would likely indicate several opportunities to enhance safety at this location, including low-cost items such as retroreflective borders on signal head backplates. Other opportunities would include converting intersection operations to protected left-turn operations, advanced dilemma zone detection, high friction pavement, longer all-red clearance, and other items as indicated by more in-depth analysis and field observations.



2. Citywide Systemic Infrastructure Projects. Making up approximately 34% of the total crashes, broadside collisions were the most common type of crashes that occurred in the City of Lancaster over the past five years (as shown in **Exhibit 5**). These types of collisions are mostly associated with aggressive driving (high speed) and are more likely when left-turning vehicles are not provided with their own protected phase. The LRSP might suggest a systemic approach to converting intersections to protected left-turn operations and/or use of flashing yellow arrows, reviews of yellow and all-red times, access control along high-speed corridors, and traffic management strategies to encourage lower speeds, where appropriate.

Number of Crashes by Type of Crash



Source: University of California (UC) Berkeley Transportation Injury Mapping System (TIMS)

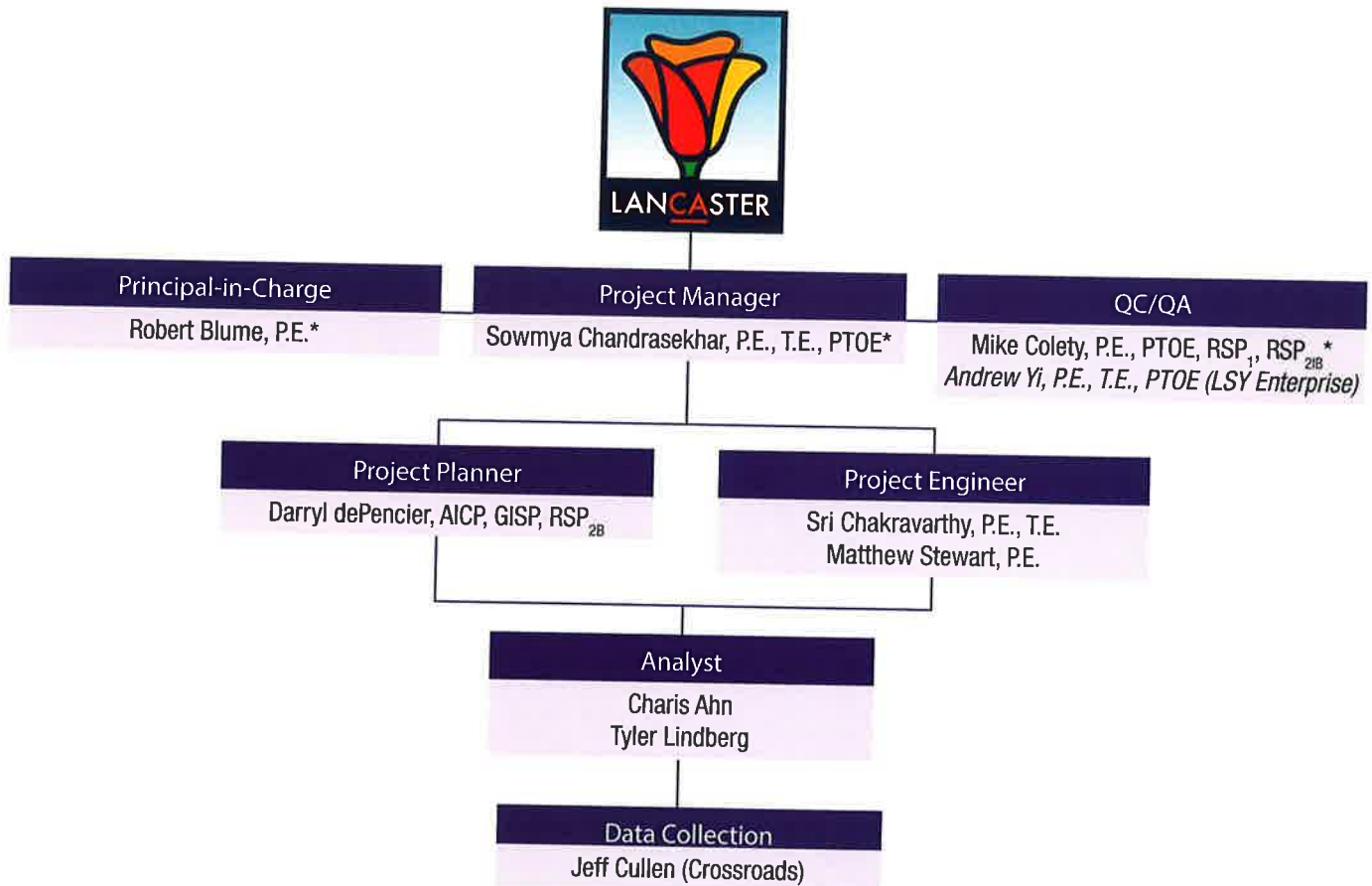
EXHIBIT 5 - Lancaster's Number of Crashes by Type of Crash (2016-2020)



3. Non-Infrastructure Projects. A greater proportion of traffic injuries in Lancaster involved aggressive driving and young drivers compared to the state average. While additional warning signs can help increase safety, it is also important to educate young drivers about speeding as well as increase law enforcement presence near aggressive driving hotspots. A combination of enforcement, educational, and policy opportunities may be suggested as part of the LRSP to support any additional infrastructure needs.

Project Team Organization

Kimley-Horn knows that when you choose a consulting firm, you are really choosing the people who will bring you technical expertise, hands on experience with similar projects, and a commitment to timely deliverables and client service. The proposed Kimley-Horn team has a history of successfully working together on similar safety projects for local agencies across Southern California in a timely manner and will be readily available to assist the City of Lancaster on this pursuit. Project Manager **Sowmya Chandrasekhar, P.E., T.E., PTOE** and the rest of the proposed Kimley-Horn team will use their experience to compose the ideal service for the City. Principal-in-Charge **Robert Blume, P.E.** brings nearly four decades of experience in the industry, not to mention extensive experience in the City of Lancaster leading past projects such as the At-Grade Rail Crossing Improvements Studies. Our proposed QC/QA manager, **Mike Colety, P.E., PTOE, RSP₁, RSP_{21B}** and project planner, **Darryl dePencier, AICP, GISP, RSP_{2B}** have worked on over 20 LRSP projects combined. With the help of project engineers, **Sri Chakravarthy, P.E., T.E.** and **Matthew Stewart, P.E.**, the Kimley-Horn team will bring their knowledge and relationship with the local area to further satisfy the City's needs. Rounding out our proposed team are analysts, **Charis Ahn** and **Tyler Lindberg**, and subconsultants **Andrew Yi, P.E., T.E., PTOE** and **Jeff Cullen**, who will bring their passion for engineering to the proposed team. Being located throughout Southern California, our proposed team has the resources and facilities reasonably necessary to succeed on this LRSP. Below is a chart describing the organization of our proposed team for this project. If selected, our identified team will be available throughout the duration of the project, no staff member will be removed or replaced without prior concurrence from the City.



*Key Team Members



Project Management Approach

Kimley-Horn understands how important proper project management is to the success of a project. As a result, we have developed an efficient project management system that our project manager, **Sowmya Chandrasekhar, P.E., T.E., PTOE** will follow to oversee this project. Her appropriate experience on similar LRSP and transportation projects within Los Angeles County will help her develop a comprehensive Work Plan and schedule to accomplish the City's goals. Sowmya will be fully committed to this project to the extent it reasonably requires and will use Kimley-Horn's proven system consisting of the following fundamentals to successfully manage the overall project and team. We have developed the following approach and management plan in the following areas: Communication, Schedule and Cost Control, and Quality Control/Quality Assurance (QC/QA), in order to respond to project issues.

Communication. Communication between our team and the City is critical to thoroughly understanding the vision and implementing innovative and cost-effective solutions. Effective communication begins with listening to your ideas, concerns, and goals for this project. Facilitating that our team and your staff are on the same page throughout the course of each task will mitigate potential challenges that may arise. Our project manager is committed to consistently communicating with the City to address concerns or issues early on and identifying the reasonably necessary steps to remedy those issues. Consistent communication from project conception through completion allows our team to understand your expectations.

Kimley-Horn's project management system produces deliverables that are common to nearly all projects:

Progress reports that highlight task-related activities, and allow identification and resolution of problems or issues before they affect schedule and budget.

Regular and concise technical reports that summarize the findings of each specific task so that all project team members can continually evaluate the project's progress.

Reports and results of public meetings and workshops that help document key comments received.

Ongoing electronic communications among members of the project team, including e-mail and (if desired) an Internet home page to allow anyone in the project area or across the nation to keep up with the progress of the project and upcoming meetings and activities.

User-friendly invoices so you can stay up to date on project management activities.

Timely meeting summaries and notes to document the progress of the project.

Schedule Control. Schedule control begins with obtaining a clear understanding of the scope of work and budget, and the subsequent preparation of a detailed schedule that includes both milestone completion dates for interim deliverables and the overall task. Kimley-Horn's Management Information System (MIS) tracks both effort and performance by recording time spent and percent of projects completed. Twice monthly, MIS produces a Project Effort Report, which shows the actual effort expended by task. This internal control allows us to make any timely adjustments reasonably necessary to maintain schedules and stay within budget.

Cost Control. Cost control is achieved through two independent processing systems integrated into the MIS, providing a financial and reporting overview of each task and the entire project. Our project manager, **Sowmya Chandrasekhar, P.E., T.E., PTOE**, receives detailed status reports twice each month. This level of tracking facilitates an earned value approach to cost control, allowing us to keep our clients fully informed of the administrative aspects of each task.

Design Considerations. Our experience on similar projects has resulted in an understanding of typical considerations that help meet project goals and promote success. Having seen many of our LRSP projects through construction phases, we have a design perspective which anticipates construction issues that our competitors may not be able to foresee. Our familiarity and past partnership with the City on its SSAR, among others, demonstrates that we understand and can achieve the City's objectives. We have completed numerous projects with tight schedules and many moving pieces—successfully completing them on time and within budget.



Proposal for Strategic Transportation Consultant Services Supporting the Development of a LRSP and Program

(RFQ No. 745-22)

Quality Control/Quality Assurance (QC/QA). As a recognized firm, Kimley-Horn has developed solid project management methodology founded upon our commitment to high-quality deliverables. We see ourselves as an extension of your staff and place tremendous emphasis on developing and maintaining clear, continuous communication throughout a project to maintain high standards of quality from the inception of a task through completion. Our QC/QA Manager on this pursuit, **Mike Colety, P.E., PTOE, RSP₁, RSP_{2IB}**, has ample experience in this field and will be a resource for confirming quality.

Our QC/QA program is based on the philosophy that:

- **Quality is achieved** by providing adequate planning, coordination, supervision, and technical direction; properly defining the job requirements and procedures; fully understanding the scope of services; and using appropriately skilled personnel performing work functions carefully
- **Quality is controlled** by assigning a manager to evaluate project work and monitor that procedures are followed while providing the services
- **Quality is secured** through the careful surveillance of work activities by individuals not directly responsible for performing the initial efforts
- **Quality is verified** through independent reviews by a qualified staff member of the processes, procedures, documentation, supervision, technical direction, and staffing associated with the project development

KIMLEY-HORN QUALITY CONTROL IS





Key Team Member Resumes



Sowmya Chandrasekhar, P.E., T.E., PTOE
Project Manager

Sowmya has over 13 years of professional experience as a transportation engineer. She is experienced in corridor operational analyses, traffic impact analyses, traffic signal designs, illumination designs, temporary/permanent traffic control plans, traffic control warrant analyses, parking studies, pedestrian studies, crash analyses, and innovative intersection improvements. Sowmya has provided support for the development of transportation simulation models, preparation of ATP/HSIP grant applications, and review of connected vehicle applications for agencies. **She has recently served as the senior project engineer for the City of Simi Valley Local Road Safety Plan.**

Client References

- | | |
|---|---|
| 1. Justin Link, Principal Engineer – Traffic
City of Simi Valley
805.583.6884 | 2. Christian Malpica, Associate Engineer
City of Diamond Bar
909.839.7042 |
|---|---|

Length of Employment at Kimley-Horn: 2 years

Relevant Experience

- **Local Road Safety Plan, Simi Valley, CA** – Senior Project Engineer
- **Safe Routes to School (SR2S) Master Plan Refresh, Lancaster, CA** – Senior Project Engineer
- **Pedestrian Gap Closures and Street Lighting, Lancaster, CA** – Project Engineer
- **Avenue L Project Approval and Environmental Document (PA&ED), Lancaster, CA** – Project Engineer
- **Avenue M Project Approval and Environmental Document (PA&ED), Lancaster, CA** – Project Engineer
- **Rancho Niguel Road and Rancho Azul Corridor Operations and Safety Study, Laguna Niguel, CA** – Senior Project Engineer
- **On-Call Civil and Traffic Engineering Services, Diamond Bar, CA** – Project Manager
- **On-Call Traffic and Civil Engineering Services, Malibu, CA** – Project Engineer
- **On-Call Traffic Engineering Services, Agoura Hills, CA** – Project Engineer
- **North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles to Pasadena, CA** – Senior Project Engineer
- **SB-743 Implementation Services, Westlake Village, CA** – Project Manager
- **Pacific Coast Highway (PCH) Signal System Improvements Project, Malibu, CA** – Senior Project Engineer
- **South Main Street Corridor Improvements, Santa Ana, CA** – QC/QA Manager
- **Thousand Oaks Boulevard Short Corridor Pedestrian Study, Thousand Oaks, CA** – Project Manager*
- **On-Call Transportation Engineering Services, Buena Park, CA** – Project Manager*
- **California State University Long Beach (CSULB) Pedestrian Crossing Study, Long Beach, CA** – Project Engineer*
- **Griffith Observatory Design Services, Los Angeles, CA** – Project Engineer*
- **Design Services for Safe Routes to School (SR2S) Pedestrian Improvements, Santa Monica, CA** – Project Engineer*
- **Orange County Transportation Authority (OCTA) Connected Vehicle (CV) Research, Orange County, CA** – Task Lead*
- **I-405 Design-Build Improvement Project, Orange County, CA** – Project Engineer*

*Prior to joining Kimley-Horn

Professional Credentials

- Master of Science, Civil Engineering, Missouri University of Science & Technology
- Bachelor of Science, Civil Engineering, Visvesvaraya National Institute of Technology, India
- Professional Engineer in CA #83100
- Professional Traffic Engineer in CA #2760 and TX #109776
- Professional Traffic Operations Engineer #3323



Proposal for Strategic Transportation Consultant Services Supporting the Development of a LRSP and Program

(RFQ No. 745-22)



Robert Blume, P.E.

Principal-in-Charge

Professional Credentials

- Bachelor of Science, Civil Engineering, California State University, Chico
- Professional Engineer in CA #39419

Robert has over 35 years of experience in the study, design, and construction of transportation facilities within the Western United States. He has experience in a wide range of public works projects including roadways, bridges, signals, lighting, light rail facilities, airports, and buildings. He has completed civil site design including grading, paving, utilities, drainage, water pollution control and treatment, ADA compliance, and environmental mitigation. He has managed multi-discipline teams preparing studies, reports, and plans, specifications, and estimates (PS&E) for a variety of projects ranging in size and complexity. Bob has significant experience in managing multidiscipline teams, developing, and implementing work plans and objectives, and managing scope and budget. **He brings a wealth of knowledge and experience to the table, including his extensive history with the City and Caltrans District 7.** In addition, Bob has managed, designed, or overseen construction for dozens of interchanges throughout California, including within the City of Lancaster.

Client References

- | | |
|---|---|
| 1. Shirley Lau, Principal Civil Engineer
City of Los Angeles
213.485.5228 | 2. Jorge Munoz, Associate Engineer
City of Thousand Oaks
805.449.2434 |
|---|---|

Length of Employment at Kimley-Horn: 13 years

Relevant Experience

- **Measure R Highway Program Management, Lancaster, CA** – Project Manager
- **City of Lancaster On-Call Services, Lancaster, CA** – Contract Manager
- **At-Grade Rail Crossing Improvements Studies, Lancaster, CA** – Project Manager
- **Avenue J/SR 138 (SR-14) Interchange Improvements PSR, PA&ED and PS&E, Lancaster, CA** – Project Manager
- **LA Metro SR 138 (I-5 to SR-14) PA&ED, Los Angeles County, CA** – Project Manager
- **US 101/23 Interchange PS&E, Thousand Oaks, CA** – QC/QA Reviewer
- **Agoura Road Widening (Complete Streets), Agoura Hills, CA** – Principal-in-Charge
- **Measure R 710 MIPs Alhambra, CA** – Project Manager
- **US-101/Rancho Road interchange improvements, Thousand Oaks, CA** – Project Manager



Mike Colety, P.E., PTOE, RSP₁, RSP_{2IB}
QC/QA Manager

Mike has over 25 years of experience with the evaluation, planning, and design of transportation facilities that address the safety of all road users. He is currently leading the Update and Implementation of the Strategic Highway Safety Plans (SHSPs) for both California and Nevada and has actively participated in the Standing Committee on Highway Traffic Safety (SCOHTS) Safety Management for the last five years. Mike led the Highway Safety Manual (HSM) Implementation for the Nevada Department of Transportation (NDOT), as well as assisted with the Federal Highway Administration (FHWA) Scale and Scope of HSM Guidebook and the Guide for Scalable Risk Assessment Methods for Pedestrians and Bicyclists. **Mike has worked on over 10 Local Road Safety Plans and has facilitated over 30 Road Safety Audits.** He uses his experience and lessons learned to work with agencies to complete a data driven analysis, select cost effective solutions and identify funding for implementation.

Client References

- | | |
|---|---|
| <p>1. Fred Shakal, Chief Traffic Safety Engineer
Nevada Department of Transportation
775.888.7335</p> | <p>2. Nagi Pagadala, Transportation Engineer
Caltrans, Office of Strategic Safety
& Implementation
916.387.5850</p> |
|---|---|

Length of Employment at Kimley-Horn: 25 years

Relevant Experience

- **Local Road Safety Plan, Santa Clarita, CA** – Principal-In-Charge
- **Local Road Safety Plan, Simi Valley, CA** – QC/QA Manager
- **Local Road Safety Plan, Santa Cruz, CA** – QC/QA Manager
- **California Strategic Highway Safety Plan Update and Implementation (SHSP), Statewide, CA**– Project Manager
- **Local Road Safety Plan, Ventura County, CA** – QC/QA Manager
- **Systemic Safety Analysis Report, Eastvale, CA** – QC/QA Manager
- **Systemic Safety Analysis Report, Ventura, CA** – Principal-in-Charge
- **Systemic Safety Analysis Report, La Quinta, CA** – Principal-in-Charge
- **Traffic Safety Study for the Systemic Safety Analysis Report Program, Goleta, CA** – Principal-in-Charge
- **Systemic Safety Analysis Report for Varied Roadways, Imperial County, CA** – Principal-in-Charge
- **Dana Point Bicycle and Pedestrian Master Plan, Dana Point, CA** – Project Manager
- **Strategic Highway Safety Plan (SHSP), Statewide, NV** – Project Manager
- **Southern Nevada Transportation Safety Plan, Las Vegas, NV** – Project Manager
- **Southern Nevada Pedestrian Safety Action Plan, Las Vegas, NV** – Project Manager
- **Nevada Statewide Bicycle Plan, Las Vegas, NV** – Project Manager
- **Las Vegas Boulevard Pedestrian Study, Las Vegas, NV** – Project Engineer
- **Regional Bicycle Network Gap Analysis, Las Vegas, NV** – Principal-in-Charge
- **Highway Safety Manual Implementation, Statewide, NV** – Project Manager
- **Road Safety Assessment Program, Statewide, NV** – Project Manager

Professional Credentials

- Master of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo
- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo
- Professional Engineer in CA #60858
- Professional Traffic Operations Engineer #1601
- Road Safety Professional₁ #22
- Road Safety Professional_{2I} #7
- Road Safety Professional_{2B} #16



IV Scope of Work

Scope of Services

The following scope of services outlines how Kimley-Horn will build from the City's current plan to provide a well-rounded framework for an ongoing safety improvement program. The LRSP will be structured to make the City of Lancaster more competitive for grant funding, better able to identify and prioritize safety needs, and encourage safer driving practices.

Task 1: Project Management, Meetings, and Field Visits

Task 1.1: Project Management and Meetings

Kimley-Horn will develop a Project Development Team (PDT) with the City staff and will schedule a kick-off meeting upon award of the project to review the project scope of work and arrange a communication plan for the duration of the study. This meeting will be conducted in-person if local health guidelines allow or held virtually based on discussions with City staff. This meeting will be used to identify stakeholders within the City or Antelope Valley region that should be included in future project communications. Representation from public works, law enforcement, schools, and health agencies is typically valuable in creating a well-rounded safety plan. Kimley-Horn will conduct virtual monthly and quarterly progress meetings to keep City staff informed and involved in the process as well as stay on track to meet the project deadlines.

Kimley-Horn has established internal quality control processes that include multiple levels of review before deliverables are submitted to a client, including a designated quality control officer that is not part of the core project team to provide objective feedback from the perspective of someone external to the project.

Task 1.1 Deliverables:

- Meeting Agendas and Minutes
- Progress Reports

Task 1.2: Field Visits

Kimley-Horn will develop crash diagrams and visit sites identified as high crash locations to observe traffic conditions and physical infrastructure that could be ineffective at preventing crashes. We will also identify existing safety measures in-place at these locations which could include radar feedback signs, speed humps, warning signs, and other relevant traffic control devices. At up to ten identified high collision locations, field assessments will be conducted to collect additional information to better match roadway characteristics with collision activity, allowing the team to diagnose issues and develop systemic recommendations. Deficiencies per the Highway Design Manual and other regulatory and guidance documents will be identified at these locations.

Field visits are most effective when City staff and key stakeholders participate – particularly representatives from law enforcement and educators. They can provide feedback on what they have seen and heard in addition to what is seen in-person and/or through collision data. Hence, we propose conducting this mobile workshop which could then culminate with a debrief meeting, which recaps what was seen and brainstorms some potential countermeasures.

Task 1.2 Deliverables:

- Field Visit Package (Crash Diagrams, Note Sheets, Site Visit Map)
- Summary of Field Data and Notes

Task 2: Comprehensive Data Analysis

Task 2.1: Data Collection

The Kimley-Horn team includes Crossroads Software. Crossroads can provide the project team with direct access to updated collision records from California Highway Patrol's (CHP) central database, avoiding the need to have City staff pull data. The last five years of collision data will be gathered to allow insight into trends and to better mitigate the natural year-over-year fluctuation caused by natural randomness in collision activity. Kimley-Horn's approach is to look at all collision severity levels. This provides a richer dataset to review and allows the team to determine factors where collision severity levels are high relative to overall collision numbers.



Proposal for Strategic Transportation Consultant Services Supporting the Development of a LRSP and Program (RFQ No. 745-22)

As part of other ongoing projects with the City, specifically – City of Lancaster Safe Routes to School Master Plan “Refresh”, Kimley-Horn team obtained GIS data covering the street network including roadway functional classification, schools, parks, bikeway facilities, and pedestrian trail network. We will request any other available GIS data from the City including, but not limited to, intersection control, transit stops, and other roadway characteristics that impact safety. Kimley-Horn has also received and documented extensive traffic volume data from the City of Lancaster as part of other ongoing City projects. Average Daily Traffic (ADT) and 85th percentile speed data is available through the Engineering and Traffic Surveys. If needed, additional ADT can be accessed from the Travel Demand Model. Approximate volumes for the rest of the network will be estimated based on roadway hierarchy to help estimate collision rates.

We will develop a technical memorandum summarizing the data obtained from the City and other resources as well as provide a list of any additional data required to do the work.

Task 2.1 Deliverables:

- Technical Memorandum #1 – Data Collection Summary
- GIS Database of Roadway and Intersections with Classification, Volume, and Control

Task 2.2: Collision Analysis

Our team’s approach to safety analysis includes statistical network screening using Highway Safety Manual methods. These methods are selected to identify locations with higher-than-expected collision activity that can be reviewed to identify roadway and intersection characteristics associated with higher risk. These methods also review a variety of collision characteristics to identify locations where specific types of collisions are over-represented. This helps to diagnose safety factors that are leading to elevated numbers of collisions.

The first screening step is to develop critical crash rates for segments and intersections in the City. Average crash rates are developed for intersections based on control type, and roadway segments based on functional classification. A statistical threshold is then established based on daily traffic volumes for each segment and intersection. The difference between the actual crash rate and the critical crash rate for each location can then be used to estimate the relative risk faced by users of the given intersection or segment. This method builds on the High Collision or High Injury Networks that mirror high traffic networks to provide deeper insight into potential low-cost safety measures. Roadways and intersections with lower classifications will also be identified, allowing the LRSP to broach risk factors associated with those roadways.

The second screening step focuses on crash type over-representation. Citywide data is used to determine the typical collision type mix for each of the functional classifications and intersection control types. Then the mixture is reviewed for each segment and intersection to highlight those with high concentrations of a specific collision factor. Factors analyzed would include:

- Fatal Collisions
- Fatal + Serious Injury Collisions
- Broadside Collisions
- Rear-End Collisions
- Sideswipe Collisions
- Head-On Collisions
- Single Vehicle Collisions (Run Off Road, Fixed Object, Parked Vehicle, Other)
- Bicycle Collisions
- Pedestrian Collisions
- Wet/Slippery Road Collisions
- Nighttime Collisions
- Collisions Involving Alcohol/Drugs
- Collisions Involving Driver Inattention
- Collisions Involving Speeding/Aggressive Driving

The resulting list would include both the number of collisions for each factor, and the probability that any excess is not random.

Kimley-Horn will provide a ranked list of sites including all roadway segments and intersections with three or more collisions (needed for statistical evaluation) ranked by overall number of collisions per Local Roadway Safety Manual Guidance. Our team will refine the list of up to ten locations (selected as part of Task 1.2) for further evaluation and potential project development based on amount of collision activity, collision severity, unusual collision patterns, and site variability to increase the potential number of systemic factors and mitigations identified. A thorough analysis of roadway characteristics that may potentially contribute to crashes at the identified high crash locations (“hotspots”) will be performed. These roadway characteristics may include, but are not limited to, horizontal geometry, roadway configuration and width, striping, and traffic control.



Kimley-Horn will also review demographics, socioeconomic data, and regulations that could reasonably affect the goals, objectives, and projects that will come from this LRSP.

A technical memorandum will be prepared which summarizes the last five (5) years collision data, list of intersections and segments with statistically analyzable collision activity, citywide safety trends, recommended focus areas and crash diagrams for the top ten high crash locations. This technical memorandum will be used to develop countermeasures and strategies as part of subsequent tasks. The content of this technical memorandum will eventually be included in the final LRSP document.

Task 2.2 Deliverable:

- Technical Memorandum #2 - Citywide Safety Background and Trends

Task 3: State of System Review

Task 3.1: Best Practices Review

Our team will work with City staff to identify programs and policies within the City that are most supportive of safety, which could be updated to better align with current best practices, and where there are opportunities for new initiatives that would likely support safer roads and better driving behaviors. Kimley-Horn staff will collect the needed information by providing the City with a list of questions in advance and will conduct an interview with City staff to finalize the responses.

Kimley-Horn will prepare a technical memorandum summarizing the opportunities for best practices that will facilitate improvements in the areas of engineering, enforcement, education, encouragement, and emergency services.

Task 3.1 Deliverables:

- Question List for City Staff
- Technical Memorandum #3 - Summary of Opportunities for Best Practices

Task 3.2: Literature Review

Kimley-Horn will conduct a literature review of existing plans published by the City, including but not limited to, the Lancaster Systemic Safety Analysis Report (January 2020), Lancaster Rural Intersection Study, Lancaster Safe Route to School Master Plan (November 2016), Lancaster Safe Routes to School Master Plan Refresh (ongoing), Master Plan of Trails and Bikeways (March 2012), and Master Plan of Complete Streets (December 2016), as well as current and upcoming capital improvement projects. This will help identify projects, policies, and programs that are in place or recommended that might be of value to this analysis.

Our team will work with City staff to identify programs and policies within the City that are most supportive of safety, which could be updated to better align with current best practices and where there are opportunities for new initiatives that would likely support safer roads and better driving behaviors.

Task 3.2 Deliverable:

- Technical Memorandum #4 - Summary of Existing Plans and Programs

Task 4: Establish Goals and Objectives

Kimley-Horn will work with City staff to establish a list of goals and objectives to reflect discussions with the City of Lancaster staff, various stakeholders identified by City staff, and a review of existing plans/policies in the area. The goals and objectives will incorporate all E's of traffic safety (engineering, enforcement, emergency services, education, and any emerging technologies) to encourage safer driver behavior and better severity outcomes for all modes of transportation.

Task 4 Deliverable:

- List of Goals and Objectives (spreadsheet format)



Task 5: Develop Safety Projects

Task 5.1: Countermeasure Development

The team will prepare a toolbox of systemic safety mitigations that can be applied citywide, or on key parts of the network. Countermeasures will include a mixture of infrastructural improvements, educational initiatives, law enforcement strategies, policy updates, coordination activities, and other items that will contribute to the overall tapestry of roadway safety in the City. The list of potential countermeasures and toolbox will be presented to the City staff for discussion and selection.

Task 5.1 Deliverable:

- Technical Memorandum #5 – Potential Local Countermeasures and Safety Countermeasure Toolbox

Task 5.2: Safety Improvement Opportunities

Kimley-Horn will develop project sheets for up to ten high crash locations. The sheets will profile the existing safety performance of the location, will include an aerial photo and map, and will outline potential countermeasures that had been identified through the safety analysis and workshop tasks and approved by the City. Each countermeasure will also have a reported benefit/cost as well as prioritization recommendations. These sheets will provide the City with a scalable overview of the most cost-effective safety options at each location based on the level of resources available, allowing for phased implementation of multiple countermeasures, or to go straight to implementation of the most cost-effective solutions.

Safety measures will also identify targeted enforcement based on the comprehensive analysis completed as part of previous tasks (Task 2). Kimley-Horn will assist the City staff in identifying areas of data and information collaboration between responsible agencies such as the City and Los Angeles County Sheriff as well as provided alternatives to enforcement when limited resources are available. As part of this task, safety education and encouragement measures will be identified for all modes of transportation (including pedestrians and bicyclists) as well as vulnerable populations such as school-age children and seniors.

Task 5.2 Deliverable:

- Technical Memorandum #6 – Potential Safety Projects, to include:
 - ↳ Up to Ten (10) Project Sheets Including List of Potential Projects
 - ↳ Cost Estimates, Mapping, Applicable Grants, time range (short, mid, and long term) and Cost/Benefit Ratio of Proposed Safety Improvements

Task 6: Final Local Roadway Safety Plan

Our approach addresses the various E's of safety and will result in a report that satisfies both the SSAR and LRSP structure, making the City competitive for future state and federal safety funding.

The report will include the previous deliverables in a single seamless document that the City can use to pursue additional project funding and include all the items listed in the City's RFP. The analysis methods will be clearly outlined to facilitate future updates as the City completes projects, gets new collision data, and seeks funding in future cycles after this report has reached its lifespan of up to five years per LRSP guidelines.

A draft report will be submitted to the City for review and comment. Kimley-Horn will collect a consolidated set of comments from City staff and stakeholders to refine the report into a final document to present to the City Council.

Task 6 Deliverables:

- Draft LRSP
- Final LRSP – five (5) hard copies and an electronic copy (PDF in one flash drive)
- Presentation to City Council (PowerPoint)



Task 7: Ongoing LRSP Program Support

Per the scope of work detailed in the RFP, Kimley-Horn will hold quarterly progress meetings with the City to discuss the current status of the project and to make decisions about the project direction as alternative courses emerge. Kimley-Horn will quarterly support the City's progress in securing funding (HSIP Cycle 11 and Cycle 12) for up to two (2) years.

Task 7 Deliverables:

- Quarterly Report detailing City's progress
- Appendix to LRSP

Cost Control and Budgeting Methodology

Each project's schedule and budget must be aggressively communicated by the project manager to the project team. We utilize a detailed management information system (MIS) to organize individual project tasks by phase and discipline. Twice a month, the MIS will generate a Project Effort Report showing actual effort expended by task. The anticipated labor effort is then summarized in a matrix that becomes the basis for establishing and tracking the project budget. We track the budget on a percent-complete basis in order to measure performance during each accounting report period.

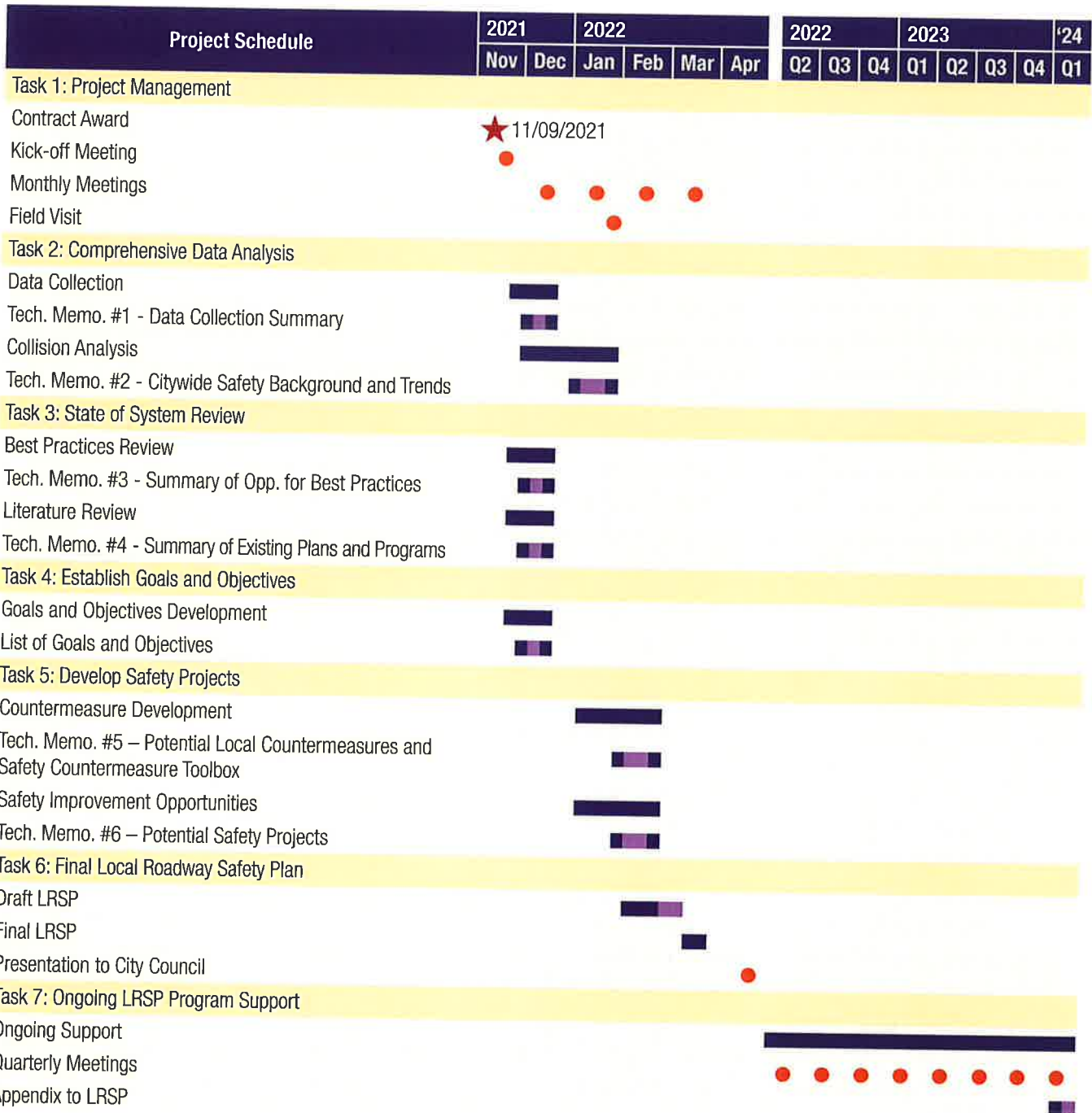
We also use MIS for establishing staffing for each project and identifying the anticipated labor requirements of each phase of the project. This work plan is reviewed frequently throughout the life of a project and is used in conjunction with the Kimley-Horn "cast-ahead" program to forecast project workloads.

Our cost and schedule control mechanisms are also enhanced by our project team's previous experiences and lessons learned. Several of our project team members assisted the City of Lancaster and provided a quality SSAR on schedule and within budget. Kimley-Horn was able to deliver exceptional client service by being efficient throughout project delivery and by proactively communicating with City staff and key stakeholders on the project.



V Schedule of Work

Even in these unprecedented times, our commitment to exceptional client service has not changed. We remain wired for your success and are focused on delivering effective solutions for your project on your timetable. Upon selection, our project team will begin this project and keep schedule through its anticipated completion. We will use our internal MIS to track both effort and performance by recording time spent and percent of project completion. In doing so, we can provide the City with regular updates and make proactive adjustments reasonably necessary to maintain schedule and stay within budget. Below is our draft project schedule according to the proposed scope of work.



★ Contract Award ● Project Meeting ■ Task Summary ■ City Review



VI Conflict of Interest Statement

Kimley-Horn 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 Kimley-Horn, and that if any such interest comes to the knowledge of Kimley-Horn at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

If awarded the contract, upon the execution of the Agreement (Appendix D, Sample Agreement for Professional Services), Kimley-Horn will have 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 the Agreement, nor shall any such interest be acquired during the term of the Agreement.



VII Litigation

Kimley-Horn and its subsidiaries have provided services in all fifty states and numerous countries. Because of the many and varied projects, we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. Settlements related to claims are bound by confidentiality agreements, so we cannot release any information on them. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

No judgments have been entered against Kimley-Horn. Legal proceedings in California in the last five years are as follows:

29Twenty Maintenance Association v. Van Daele Development, et al; Los Angeles County, Superior Court of the State of California; Case No 19STCV13496; filed 2019; alleged economic loss; settled; closed 2020

Farhad Abad, for Mahin Ashki-Abad; Keemia Abad; and Arianna Abad v. US Foods, et al; Alameda Co Superior Court; Case RG17856272; filed 2017; traffic accident, wrongful death claim; settled; closed 2019.

Air Wing, LLC v. One Piper Ranch, LLC v. Cross-Complainants; San Diego County Superior Court; Case No. 37-2014-00009315; filed 2016; alleged economic loss; Kimley-Horn dismissed; closed 2017.

Rickey Fraley, Eileen Fraley v Live Nation Worldwide, Inc., et al; San Bernardino County Superior Court; Case No. CIVDS 1707090; filed 2017; wrongful death claim; Kimley-Horn dismissed; closed 2017.

Nancy Graham v. City of Santa Cruz, et al; Santa Cruz County Superior Court; Case No. 16CV02729; filed 2017; bicycle accident, personal injuries; settled; closed 2018.

Davis S. Lindley, individually and successor to David W. Lindley, Maureen K. Sennhauser, individually and successor to David W. Lindley and Estate of David W. Lindley v City of Los Angeles, et al; Los Angeles Co Superior Court, Central Dist; Case No BC576886; filed 2015; wrongful death claim; settled; closed 2016.

Brenda Sherriffs v. Kimley-Horn and Associates, Inc., et al; Santa Cruz County Superior Court; Case No. 16CV00335; filed 2016; bicycle accident, personal injuries; settled; closed 2019.



VIII Contract Agreement

Kimley-Horn has reviewed the sample Agreement for Professional Consultant Services and requests the following modifications.

18. Insurance.

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 [negligent](#) acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

E. All insurance ([except professional liability](#)) 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.

Professional liability insurance only covers negligence and cannot be endorsed to be primary and non-contributory.



X Additional Relevant Information (Appendix)

Additional Team Member Resumes



Darryl dePencier, AICP, GISP, RSP_{2B}
Project Planner

Darryl has been conducting transportation safety for more than 15 years. He has developed a number of tools to root out the spatial relationships between collision events to determine the factors and conditions that increase the probability of vehicle crashes. His experience ranges from establishing safety policy language, to network screening, to crash site engineering reviews, to developing countermeasure toolboxes. Darryl also conducts statistical analyses of crash activity using methods presented in the Highway Safety Manual, the Local Roadway Safety Manual, and customized analyses for unusual locations or conditions. He has worked on studies at the statewide, regional, local, and site-specific levels that incorporate all of the four Es of safety (engineering, education, enforcement, and emergency services). Darryl's recent work includes serving as project manager for the Systematic Safety Analysis Report Program for the City of Lancaster.

Length of Employment at Kimley-Horn: 4 years

Relevant Experience

- **Systemic Safety Analysis Report Program, Lancaster, CA** – Project Manager
- **Local Road Safety Plan, Santa Clarita, CA** – Project Planner
- **Local Road Safety Plan, Simi Valley, CA** – Project Planner
- **Local Road Safety Plan, Perris, CA** – Project Manager
- **Local Road Safety Plan, Santa Cruz, CA** – Project Manager
- **California Strategic Highway Safety Plan Update and Implementation (SHSP), Statewide, CA** – Project Planner
- **Local Road Safety Plan, Ventura County, CA** – Project Manager
- **Local Road Safety Plan, Anaheim, CA** – Project Planner
- **Local Roadway Safety Plan, Imperial Beach, CA** – Project Planner
- **Local Road Safety Plan, Artesia, CA** – Project Manager
- **Local Road Safety Plan, Palm Desert, CA** – Project Planner
- **Local Roadway Safety Plan, Citrus Heights, CA** – Project Planner
- **Local Road Safety Plan, Roseville, CA** – Project Planner
- **Traffic Safety Study for the Systemic Safety Analysis Report, Goleta, CA** – Project Planner
- **Systemic Safety Analysis Report, Ventura, CA** – Project Manager
- **Systemic Safety Analysis Report, La Quinta, CA** – Project Planner
- **Systemic Safety Analysis Report, Eastvale, CA** – Project Manager
- **Systemic Safety Analysis Report, Sunnyvale, CA** – Project Manager
- **Systemic Safety Analysis Report, San Joaquin County, CA** – Project Planner
- **Safety Performance Measure Targeting, Statewide, CA** – Project Planner

Professional Credentials

- Master of Science, Urban Spatial Analytics, University of Pennsylvania
- Bachelor of Science, Geography, Carleton University, Ottawa
- Certificate, Geographic Information Systems, Algonquin College, Ottawa
- American Institute of Certified Planners #026552
- Geographic Information Systems Professional #59317
- Road Safety Professional_{2B} #273



Sri Chakravarthy, P.E., T.E.

Project Engineer

Sri is a professional civil and traffic engineer with 17 years of extensive transportation experience including providing leadership for traffic impact analysis, traffic operations, outreach, and transportation modeling. He has managed both small and large projects for clients throughout Southern California, serving recently as the project manager for the City of Simi Valley's Local Road Safety Plan. Sri has served as a project manager and key staff member for many transportation studies, traffic signal control system design and implementation projects, and on-call traffic engineering services. Many of the projects that Sri manages are multidisciplinary and include coordination with multiple stakeholders such as other local agencies, Caltrans, regional agencies, local businesses, and others.

Length of Employment at Kimley-Horn: 16 years

Relevant Experience

- **Local Road Safety Plan, Simi Valley, CA** – Project Manager
- **Local Road Safety Plan, Agoura Hills, CA** – Principal In-Charge
- **Master Plan of Complete Streets, Lancaster, CA** – Project Manager
- **Lancaster Health District Master Plan PS&E, Lancaster, CA** – Traffic Engineer
- **Pedestrian Gap Closure Projects, Lancaster, CA** – Traffic Engineer
- **Measure R Highway Improvements SR-14/Variou Interchanges, Lancaster, CA** – Traffic Engineer
- **Citywide Active Transportation Plan, Palmdale, CA** – Senior Project Engineer
- **Orange County Traffic Signal Synchronization Master Plan (TSSMP), CA** – Project Manager
- **Agoura Village Specific Plan Implementation Review, Agoura Hills, CA** – Traffic Engineer
- **Agoura Road Widening (Complete Streets), Agoura Hills, CA** – Project Engineer
- **Ivy Station Transit Oriented Development (TOD), Culver City, CA** – Project Manager
- **Hillcrest Drive Class II Bike Lane Evaluation, Thousand Oaks, CA** – Project Engineer
- **General Plan Mobility Element Focused on Right Sizing, Tehachapi, CA** – Project Manager
- **Bicknell Avenue Green Street/Complete Street, Santa Monica, CA** – Project Engineer
- **Ocean Park Boulevard Complete Green Street Project, Santa Monica, CA** – Project Engineer
- **Mulholland Highway Traffic Calming, Right Sizing Improvements, Calabasas, CA** – Project Engineer

Professional Credentials

- Master of Science, Civil Engineering, Louisiana State University
- Bachelor of Science, Civil Engineering, Kakatiya University, India
- Professional Engineer in CA #73629
- Professional Traffic Engineer in CA #2531



Proposal for Strategic Transportation Consultant Services Supporting the Development of a LRSP and Program

(RFQ No. 745-22)



Matthew Stewart, P.E

Project Engineer

Matt has experience in traffic engineering, transportation planning, and traffic safety analysis. His expertise includes traffic signal operations and design, ITS design, crash data analysis, and traffic impact analysis. Most recently, he has worked on traffic analysis and traffic signal and signing and striping PS&E for the Lancaster Health District Master Plan PS&E. Matt has experience in data collection and field review, crash data analysis, traffic safety measure recommendations, and report preparation.

Length of Employment at Kimley-Horn: 4 years

Relevant Experience

- **Lancaster Health District Master Plan PS&E, Lancaster, CA - Analyst**
- **On-Call Civil and Traffic Engineering Services, South Gate, CA** – Project Manager
- **On-Call Civil and Traffic Engineering Services, Agoura Hills, CA** – Analyst
- **Barranca Parkway Corridor Traffic Signal Synchronization Project, Orange County, CA** – Analyst
- **Aliso Creek Road Corridor Traffic Signal Synchronization Project, Orange County, CA** – Analyst
- **El Toro Road Corridor Traffic Signal Synchronization Project, Orange County, CA** – Analyst
- **Consolidated Rent-A-Car Off-Site PS&E, Los Angeles, CA** – Analyst

Professional Credentials

- Master of Science, Transportation Engineering, University of California, Berkeley
- Bachelor of Science, Civil and Environmental Engineering, University of California, Los Angeles
- Professional Engineer in CA #90465



Tyler Lindberg

Analyst

Tyler is well-versed in urban planning terminology, concepts, legislation, and analyzing municipal and zoning code. He is familiar with a wide range of public data sources, including US Census Bureau, Caltrans PeMS, and SWITRS. Tyler's robust research and data analysis skills, and exemplary organization and written and verbal communication skills have proven useful on past projects.

Length of Employment at Kimley-Horn: 4 months

Relevant Experience

- **Lancaster Safe Routes to School (SR2S) Master Plan Refresh, Lancaster, CA** – Project Analyst
- **Thousand Oaks Boulevard Short Corridor Pedestrian Safety Study, Thousand Oaks, CA** – Assistant Engineer*
- **Beverly Hills Complete Streets Plan, Beverly Hills, CA** – Assistant Engineer*
- **California State University, Long Beach (CSULB) Pedestrian Crossing Study, Long Beach, CA** – Assistant Engineer*

*Prior to joining Kimley-Horn

Professional Credentials

- Master, Planning, University of Southern California
- Bachelor of Arts, Geography, University of Miami



**Proposal for Strategic Transportation Consultant Services
Supporting the Development of a LRSP and Program**
(RFQ No. 745-22)



Charis Ahn
Analyst

Professional Credentials

- Bachelor of Science, Civil Engineering, University of California, Los Angeles

Charis has experience and working knowledge in AutoCAD, Civil 3D, Bluebeam, Synchro, MATLAB. She has worked on projects with members of our proposed team in surrounding areas such as the Local Road Safety Plan for the City of Simi Valley. Her understanding of LRSPs and similar improvement projects accompany her technology skills and working knowledge.

Length of Employment at Kimley-Horn: 1 years

Relevant Experience

- **Local Roadway Safety Plan, Simi Valley, CA** – Analyst
- **Lancaster Health District Master Plan PS&E, Lancaster, CA** – Analyst
- **Traffic Signal Modification, Rancho Cucamonga, CA** – Analyst
- **Pacific Coast Highway Signal System Improvements Project, Malibu, CA** – Analyst
- **Malibu Pavement Management System, Malibu, CA** – Analyst
- **Studebaker Road Traffic Signal Synchronization Project (TSSP), Norwalk, CA** – Analyst
- **On-Call Civil and Traffic Engineering Services, Agoura Hills, CA, Agoura Hills, CA** – Analyst
- **Design of Traffic Signal Communication System Upgrade Project Phase I, Ventura, CA** – Analyst
- **Sustainable Transportation Infrastructure and Transportation Related Amenities, Ventura, CA** – Analyst
- **LAX Landside Access Modernization Program Parking Occupancy Study, Los Angeles, CA** – Analyst



Andrew Yi, P.E., T.E., PTOE
QC/QA Manager



Professional Credentials

- Bachelor of Science, Applied Mathematics, California State University, Northridge
- Professional Engineer in Civil Engineering CA #C64437
- Professional Engineer in Traffic Engineering CA #TR1850
- Professional Traffic Operations Engineer CA #1127

Andrew has more than 35 years of experience in municipal and private civil and transportation engineering, more than 26 years of which were spent serving the City of Santa Clarita. He has in-depth knowledge of managing sensitive issues and projects that involve public officials, private citizens, special interest groups and private developers. Andrew also embraces modern engineering principles to identify problems and solve them systematically.

Length of Employment at LSY Enterprise: Andrew Yi, P.E., T.E., PTOE is the founder of LSY Enterprise, which was incorporated in 2020.

Relevant Experience

- **On-Call Traffic Engineering Services, Lancaster, CA** – Traffic Engineer
- **On-Call Engineering Services, Oxnard, CA** – Traffic Engineer
- **Systematic Safety Analysis Report Program, Santa Clarita, CA** – Consultant
- **City of Santa Clarita, Santa Clarita, CA** – Traffic Engineer



**Proposal for Strategic Transportation Consultant Services
Supporting the Development of a LRSP and Program**
(RFQ No. 745-22)

Jeff Cullen

Data Collection



Professional Credentials

- Bachelor of Science, Computer Science with a minor in Mathematics, California State University, Fullerton, CA

With more than 27 years of experience in the fields of traffic/ transportation, computer applications, and software development, Jeff brings the ability to develop powerful, yet practical, programming/hardware solutions to each project. Some of his accomplishments in the area of computer applications for transportation engineering include:

- Designing, developing, and implementing software packages for traffic collision and citation reporting and analysis; traffic signal design; graphics and mapping; radar speed study analysis and summary; license plate matching; traffic signal timing and coordination; and transportation planning
- Using the Microsoft Windows-based Crossroads Software Collision Database package to design and implement application database systems for more than 430 agencies throughout California, Nevada, and Washington, including the cities of Los Angeles, Ventura, Long Beach, Redmond, Fresno, Stockton, and Las Vegas; the counties of Riverside, Los Angeles, Ventura, San Diego, Santa Clara, San Bernardino, and Santa Clara; and many others
- Developing a full-featured Traffic Control Device Inventory System using Microsoft Access complete with GIS mapping and work order tracking capabilities Supplementing Jeff's vast experience in computer systems and software development is hands-on involvement analyzing and summarizing data (utilizing Crossroads Software systems) and preparing traffic signal, preliminary engineering, and final design plans for numerous projects utilizing various design packages.

Relevant Experience

- **Local Road Safety Plan, Perris, CA** – Data Collection Subconsultant
- **Systemic Safety Analysis Report, Ventura, CA** – Data Collection Subconsultant
- **Systemic Safety Analysis Report, Santa Clarita, CA** – Data Collection Subconsultant
- **Systemic Safety Analysis Report Program, Lancaster, CA** – Data Collection Subconsultant
- **SSAR for Varied Roadways, Imperial County, CA** – Data Collection Subconsultant
- **Traffic Safety Study for the Systemic Safety Analysis Report Program, Goleta, CA** – Data Collection Subconsultant



**Proposal for Strategic Transportation Consultant Services
Supporting the Development of a LRSP and Program**

(RFQ No. 745-22)

Firm References

We encourage you to contact the following references with regard to performance, responsiveness, and capabilities of Kimley-Horn on comparable projects with clients of similar size to the City within the past three years.

Company/Agency Name: City of Santa Clarita

Contact Name and Title: Danielle Marquez, Purchasing Contact

Company/Agency Address: City of Santa Clarita, Purchasing Division, 23920 Valencia Boulevard, Suite 120 Santa Clarita, CA 91355-2196

Company/Agency Telephone Number: 661.255.4936

Contact Email: dmarquez@santa-clarita.com

Description of Comparative Services and Project Cost: The City of Santa Clarita has already completed several components reasonably necessary for assembling an LRSP, including a collision database, a Traffic Safety Committee (comprising of various City departments and local law enforcement, and a recently completed SSAR. This LRSP will incorporate and expand upon these components by identify opportunities to improve and enhance roadway safety within the City, focusing on the 4 E's of safety: engineering, enforcement, education, and emergency services. **Project Cost:** \$129,475

Company/Agency Name: City of Simi Valley

Contact Name and Title: Justin Link

Company/Agency Address: Department of Public Works, City of Simi Valley, 2929 Tapo Canyon Road, Simi Valley, CA 93063

Company/Agency Telephone Number: 805.583.6884

Contact Email: jlink@simivalley.org

Description of Comparative Services and Project Cost: The recommended safety improvements are intended to be tailored to the City of Simi Valley's local needs and issues while also aligning with the California SHSP and Federal HSIP for funding eligibility. The LRSP will identify the factors associated with the most vehicle crashes particular to the City and will identify matching countermeasures to reduce those crashes. **Project Cost:** \$79,972

Company/Agency Name: City of Perris

Contact Name and Title: Judy Haughney, Point of Contact

Company/Agency Address: City of Perris, 101 North D Street Perris, CA 92570

Company/Agency Telephone Number: 951.657.5257

Contact Email: judy@cityofperris.org

Description of Comparative Services and Project Cost: The overall goal Perris wanted to achieve was to have a framework for organizing stakeholders to identify, analyze, and prioritize roadway safety improvements on roads in Perris. The LRSP addressed the unique local protocols, needs, issues, and compliance with state and federal regulations. The resulting plan was proactively evaluated by the City to identify proven countermeasures that could be implemented through both the current and future traffic safety projects. **Project Cost:** \$79,124



**Proposal for Strategic Transportation Consultant Services
Supporting the Development of a LRSP and Program**

(RFQ No. 745-22)



Company/Agency Name: City of Santa Cruz

Contact Name and Title: Claire Gallogly, Transportation Planner

Company/Agency Address: Public Works, 809 Center St, Santa Cruz, California 95060

Company/Agency Telephone Number: 831.420.5107

Contact Email: cgallogly@cityofsantacruz.com

Description of Comparative Services and Project Cost: The LRSP addressed safety through roadway improvements, measures to modify driver behavior, and improved emergency response. The LRSP resulted in a set of data driven recommendations, coupled with input from key stakeholders representing the four Es of safety included in the SHSP: engineering, enforcement, education, and emergency services.

Project Cost: \$71,763

Company/Agency Name: Caltrans

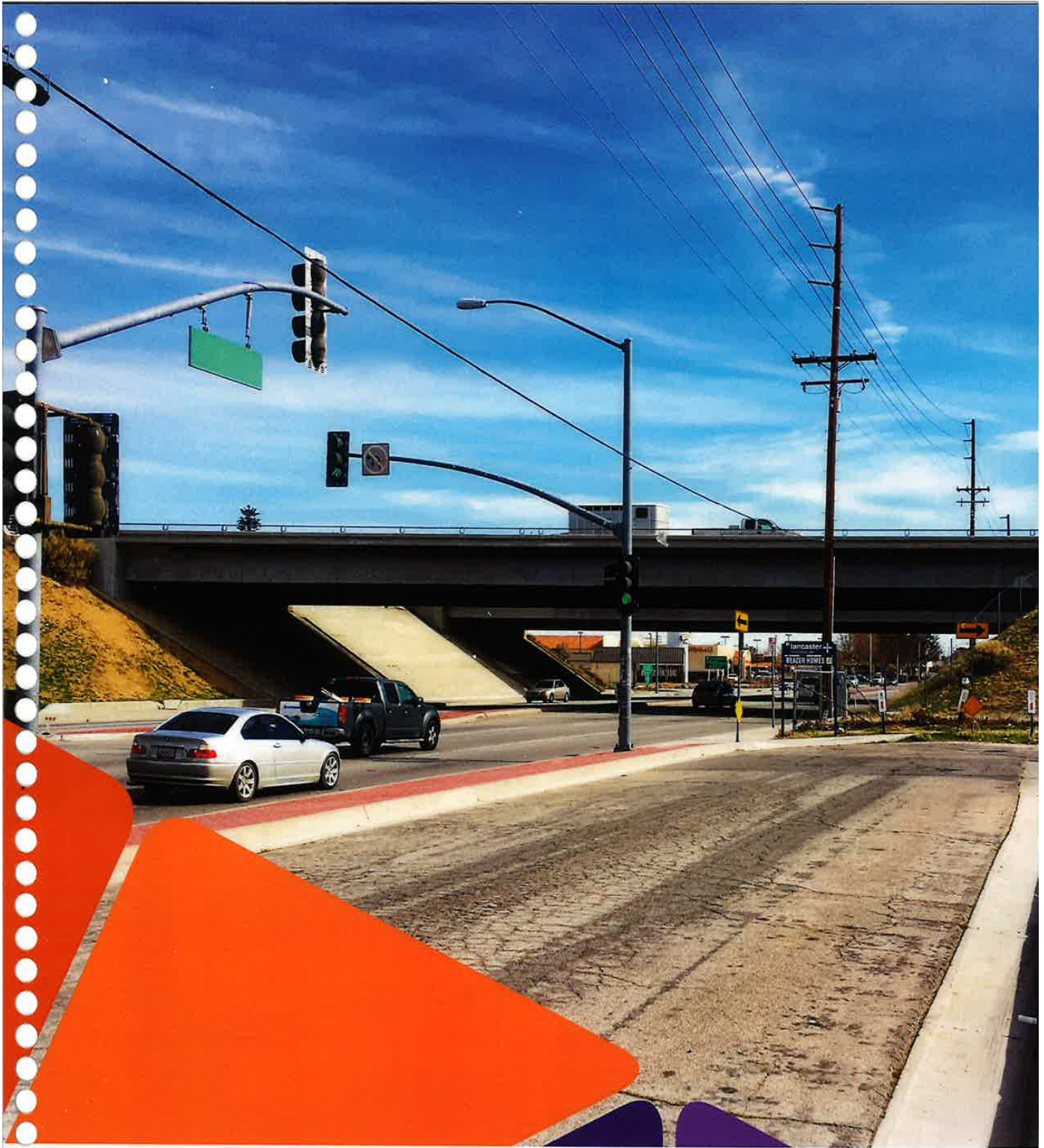
Contact Name and Title: Michael Hill

Company/Agency Address: Division of Procurement and Contracts, 1727 30th Street, 4th Floor, MS-65, Sacramento, California, 95816

Company/Agency Telephone Number: 916.287.5781

Contact Email: Michael.hill@dot.ca.gov

Description of Comparative Services and Project Cost: Kimley-Horn is leading California's 2020 to 2024 SHSP Update and Implementation, a multi-agency collaborative effort. Kimley- Horn's role is to assist with SHSP development, action plans, and compliance with federal requirements. The final SHSP will provide guidance about areas of emphasis, make recommendations for improvement, and note responsible agencies and individuals for each action. This project has required extensive coordination with a steering committee, executive committee, and several working groups. **Project Cost:** \$7,936,669



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To: City of Lancaster

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	PART. COST	STATE	LOCAL
Agency Preliminary Engineering	Lump Sum	\$180,000.00	\$180,000.00	\$160,000.00	\$20,000.00
Totals:		\$180,000.00	\$180,000.00	\$160,000.00	\$20,000.00

Participation Ratio: 100.00%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: 
 Title: HQ Area Engineer

For questions regarding finance letter, contact:
 Printed Name : Tou Vang
 Telephone No: 916-651-8913

Remarks: PE Cost Adjustment. Allocating additional \$88,000 of LRSP State-Only Funds for PE approved by HQ DLA HSIP Program on 04/21/2021.

ACCOUNTING INFORMATION										Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE*		APPROVED AMOUNT	EXPIRATION DATE
0720000173	19102	2030010555		\$72,000.00	1819	\$0.00	\$72,000.00	06/30/24			
0720000173	20102	2030010555		\$88,000.00	1920	\$0.00	\$88,000.00	06/30/25			

*Please submit invoices to the appropriate Districts by April 1st to avoid funds lapsing on the June 30th reversion date listed above and to allow sufficient time for Accounting and SCO year-end closing procedures.

STAFF REPORT
City of Lancaster

CC 9
11/9/2021
JC

Date: November 9, 2021

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services
Chenin Dow, Senior Manager - Real Estate & Economic Development
Patti Garibay, Manager - Real Estate & Economic Development

Subject: **Approval of a Solar Ground Lease between the City of Lancaster and Dimension CA 1 LLC**

Recommendation:

Approve the Solar Ground Lease for twenty (20) acres located north of Avenue L between 20th and 30th East. This parcel is surrounded by three existing solar developments.

Fiscal Impact:

The City will receive an amount equal to five thousand dollars (\$5,000.00) for every quarter of the development term. Once the facility is developed the City will receive seven hundred fifty dollars (\$750.00) per acre of the property annually during the ten-year operating term. Total anticipated lease revenues to equal \$150,000.00.

Background:

Dimension CA 1 LLC (Dimension) approached the City with a unique solar partnership proposal. Dimension is seeking the City's approval for a solar ground lease for APN 3170-008-915 which consists of twenty (20) acres of undeveloped land. Dimension intends to build a solar facility which they will own and operate for ten years. Energy developed onsite will be sold to Southern California Edison. Once the operating term ends in ten years, the City will own the facility and the energy produced onsite. The facility is anticipated to generate 8,983,000 kilowatt hours annually.

Through this partnership the City will continue supporting the development of green energy in the community and Lancaster Energy customers will benefit as the off takers of the energy that the facility will produce. As the subject parcel is surrounded on three sides by existing solar developments, this is an optimal use of the site.

PG/sk

Attachment:

Dimension Solar Ground Lease

STAFF REPORT
City of Lancaster

CC 10
11/9/2021
JC

Date: November 9, 2021

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services
Chenin Dow, Senior Manager - Real Estate & Economic Development
Christopher Aune, Housing Manager - Real Estate & Economic Development

Subject: **Application for State of California CalHome Program Funds**

Recommendations:

1. Adopt **Resolution No. 21-58**, authorizing the submittal of an application to the California State Department of Housing and Community Development for funding under the CalHome Program; the execution of a standard agreement if selected for such funding and any amendments thereto; and any related documents necessary to participate in the CalHome Program.
2. Authorize the City Manager or his designee to enter into a contract with Habitat for Humanity, if funded, to administer and implement the CalHome programs, in a form approved by the City Attorney.
3. If funded, accept the CalHome grant award funds and appropriate said funds into a CalHome Fund account number, to be created by Finance, for expenditure in accordance with the CalHome program.

Fiscal Impact:

None at this time. Should Lancaster be awarded funds from this competitive grant program, the City will receive up to \$5,000,000.00 to fund the proposed owner-occupied housing rehabilitation program.

Background:

The request to apply to HCD for funding under the CalHome Program in the amount of \$4,500,000.00, is for the implementation of a new owner-occupied rehabilitation program. The application is in response to the 2021 CalHome Program Notice of Funding Availability (NOFA) issued on September 21, 2021, with an application deadline of November 22, 2021.

The CalHome Program is one of HCD's neighborhood stabilization tools providing competitive grant awards to local jurisdictions to help rehabilitate statewide aging homes of qualified low-income households (with gross annual income not to exceed \$94,600.00 per standard four-person household). These grants would remedy residential health and safety concerns, provide for neighborhood stabilization, and reduce the decline of property values of neighboring homes.

The owner-occupied rehabilitation program would offer income eligible persons financing in the form of a deferred payment loan for the repair or replacement of an owner-occupied manufactured home located in a mobile home park within the City of Lancaster.

In order to apply for an activity listed in the NOFA, the applicant must meet the experience requirement for that activity. In general, the experience requirement is a minimum of two years of program administration for the type of activity within the four years immediately preceding the application. The Agency has not administered an owner-occupied rehabilitation program within that timeframe. As a result, in order to submit an application that meets the experience required in the NOFA, the owner-occupied rehabilitation program will be administered by Habitat for Humanity, if funded.

The CalHome application will request \$4,500,000.00 in funding. If the application is successful, CalHome may elect to award less than the amount requested or more than the amount requested, up to \$5,000,000.00. If the grant is awarded, all activity delivery costs will be fully funded by the grant.

CA/sk

Attachments:

Resolution No. 21-58

CalHome Application

RESOLUTION NO. 21-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM; AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO A CONTRACT WITH HABITAT FOR HUMANITY, IF FUNDED, TO ADMINISTER AND IMPLEMENT THE CALHOME PROGRAMS, IN A FORM APPROVED BY THE CITY ATTORNEY; IF FUNDED, ACCEPT THE CALHOME GRANT AWARD FUNDS AND APPROPRIATE SAID FUNDS INTO A CALHOME FUND ACCOUNT, TO BE CREATED BY FINANCE, FOR EXPENDITURE IN ACCORDANCE WITH THE CALHOME PROGRAM

WHEREAS, the City of Lancaster wishes to apply for and receive an allocation of funds through the CalHome Program; and

WHEREAS, the California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability (NOFA) on September 21, 2021, for the CalHome Program established by Chapter 84, Statutes of 2000 (SB1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome Program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

WHEREAS, The City of Lancaster wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$4,050,000.00.

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

Section 1. The City of Lancaster shall submit to HCD an application to participate in the CalHome Program in response to the NOFA issued on September 21, 2021, which will request a funding allocation in the amount of \$4,050,000.00 for the Owner-Occupied Rehabilitation Program. This includes financial assistance to income eligible mobile homeowners living in mobile home parks located in the City of Lancaster, for the repair or replacement of a manufactured home.

Section 2. If the application for funding is approved, the City of Lancaster hereby agrees to use the CalHome funds for eligible activities in a manner presented in the application as approved by HCD and in accordance with program regulations cited above. The application in full is incorporated as part of the Standard Agreement. The City of Lancaster acknowledges and agrees that it may be required to execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.

Section 3. City of Lancaster City Manager, or his designee is authorized to execute the application, the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents required by HCD for participation in the CalHome Program, and any amendments thereto.

Section 4. If the application for funding is approved, the Budget is hereby amended to incorporate the CalHome funding of up to \$5,000,000.00 for the Owner-Occupied Rehabilitation Program.

PASSED, APPROVED and ADOPTED this 9TH day of November, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

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. 21-58, 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)

CalHome Program

2021 Application

8/27/21

Notice of Funding Availability (NOFA) September 21, 2021



**Gavin Newsom, Governor
State of California**

**Lourdes Castro Ramirez, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
Department of Housing and Community Development (HCD)**

**2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
Phone: (916) 263-2771
email: calhome@hcd.ca.gov**

<http://www.hcd.ca.gov/grants-funding/nofas.shtml>

**Application Technical Support email:
AppSupport@hcd.ca.gov**

Applicant and Activity										8/27/21	
When opening this file, a yellow banner at the top may appear with a button that says "Enable Content" or "Enable Editing". It is essential for full worksheet functionality that you click this box so that the macros are enabled. Macros do not work with Microsoft's Excel version for Apple Mac. Please complete this form using a PC.											
Applicant name	City of Lancaster			Applicant type §7716(h)	Local Public Agency			Application due date	11/22/21		
Address	45333 Fern Avenue			City	Lancaster	County	Los Angeles	State	CA	Zip	93534
Auth Rep name	Chris Aune	Title	Housing Manager-RE&Dev	Email	caune@cityoflancasterca.org			Phone	661-723-5870		
Contact name	Chris Aune	Title	Housing Manager-RE&Dev	Email	caune@cityoflancasterca.org			Phone	661-723-5870		
§7754(a) Indicate all legislative reps who represent any portion of the proposed service area. If you have vacancies in your legislative seats, list district number and address.											
California State Assembly			California State Senate			U.S. House of Representatives					
District #	Name		District #	Name		District #	Name				
36	Tom Lackey		21	Scott Wilk		25	Mike Garcia				
§7754(c) Applicant has the authority to undertake the activities applied for, meets the eligibility requirements, will comply with all Program requirements, does not have any unresolved HCD audit findings nor pending lawsuits; and that if the application is for a construction project, Construction Work has not yet begun. If No, explain.											
										Yes	
§7719(b) Applicant certifies CalHome funds will not be used for any ineligible costs?											
										Yes	
§7720 Applicant certifies individual households who receive benefits of CalHome funds will meet the eligibility requirements including household income at or below 80% of AMI.											
										Yes	
§7721 Applicant certifies it will implement the proposed Local Programs or projects and also be responsible for the activity requirements.											
										Yes	
Eligible Activities §7718											
Applicants may include Project Activities or up to two Program Activities in an application, but cannot apply for both Project Activities and Program Activities in a single application. Applicants may apply to fund a Homeownership Development Project with or without a Self-Help Housing Project.											
Program Activities:	Owner-Occupied Rehabilitation Programs (Article 5)										
Project Activities:											
Assisted County:	Los Angeles			Requested Amount:	\$4,500,000						
Total Uses of Funds §7719											
Activity Type:	CalHome Funds Request		CalHome Funds Eligible		Remaining Allocation						
First-Time Homebuyer for Mortgage Assist. §7718(a)(1) Article 4	\$0		\$0								
Owner-Occupied Rehabilitation §7718(a)(2) Article 5	\$4,500,000		\$4,500,000								
Technical Assist. for Shared Housing §7718(a)(4) Article 7	\$0		\$0								
Accessory Dwelling Units (ADU)/Junior ADU §7718(b) Article 8	\$0		\$0								
Program Activity Total:	\$4,500,000		\$4,500,000		#NAME?						
Technical Assistance for Self-Help Housing §7718(a)(3) Article 6	\$0		\$0								
Homeownership Development Project Loans §7718(b) Article 9	\$0		\$0								
Project Activity Total:	\$0		\$0		#NAME?						
Total Request, Funds Eligible and Remaining:	\$4,500,000		\$4,500,000		#NAME?						
Selection Criteria §7755											
(minimum points required = 55; maximum points = 100)											
Rating Factors (red shading indicates minimum score has not been achieved)	MA	ORR	SHP	ADU/JADU	PDL	SHTA	Self-Score				
Capability §7755(b)(1) - 40 Points Max	0	0	0	0	0	0	0				
Community Need §7755(b)(2) - 15 Points Max	0	0	0	0	0	0	0				
Feasibility §7755(b)(3) - 25 Points Max	0	0	0	0	0	0	0				
Community Revitalization §7755(b)(4) - 10 Points Max	0	0	0	0	0	0	0				
Volunteer, Self-Help Labor or Youth Construction §7755(b)(5) - 10 Points Max	0	0	0	0	0	0	0				
Performance Penalty §7755(c) - Negative 5 Points	0	0	0	0	0	0	0				
Self-Scoring Total (Minimum 55 Points)	0	0	0	0	0	0	0				
General Applicant Eligibility Requirements §7717											
Locality Applicant											
(a)(1) Is locality applying for funds for a Local Program or project located within its jurisdictional boundaries?											
File Name:	Service Area Map	Provide a Service Area Map showing the Project location and nearby services					Uploaded to HCD?	Yes			
(a)(1) Will Applicant hire nonprofit or for-profit consultants located and/or registered within or outside its jurisdictional boundaries?											
File Name:	Consult Agreement	Copy of agreement(s) between the Applicant and its consultant					Uploaded to HCD?	N/A			
(a)(1) Will the Applicant establish a consortium with a single administrator?											
File Name:	MOU	MOU regarding a consortium with a single administrator					Uploaded to HCD?	N/A			
(b)(1) Does Applicant have sufficient organizational stability and capacity to carry out the activity for which it is requesting funds? Describe stability and capacity below.											
By hiring Habitat for Humanity of Greater Los Angeles (Habitat LA) as the Administrative Subcontractor, the City of Lancaster will have sufficient organizational stability and capacity to carry out the Owner Occupied Rehabilitation (OOR) Program for which it is requesting funds. The City has operated a variety of OOR programs over the years for both single family homes and mobile homes, using both State and Federal funds, but has not done so lately. Habitat LA will provide invaluable assistance as the Administrative Subcontractor given its extensive											
(b)(2) Has Applicant or its Administrative Subcontractor been operating as housing Developers or program administrators for a minimum of two years prior to the NOFA date?											
(b)(2) Has Applicant contracted with an Administrative Subcontractor to qualify toward organizational stability and experience requirement? If yes, submit docs below.											
File Name:	Admin Subcontractor	Copy of contract with Administrative Subcontractor (must include contact info)					Uploaded to HCD?	Yes			
(c)(1) Did the Applicant submit outstanding reports from previous CalHome grants to HCD by the application date?											
Applicants may use their own resolution format as long as it contains ALL of the authorizations as in the sample. The person attesting to the resolution signing cannot be the same person authorized to execute the documents in the name of the Applicant. If more than one authorized signatory is identified, state whether both signatories are required or only one signatory is required to submit and execute Program docs. If the application is being signed by a designee of the authorized signatory, the Applicant must also submit a designee letter or other proof of signing authority.											
File Name:	Resolution	Copy of the County Resolution §7754(b) - sample on the CalHome webpage					Attached?	Yes			
File Name:	Signature Block	Signature Block in MS Word. Will be used in HCD legal docs such as Standard Agreement					Uploaded to HCD?	Yes			
File Name:	Payee Data Record	Payee Data Record STD-204 on the CalHome webpage .					Uploaded to HCD?	Yes			
File Name:	FISCAL TIN Form	Taxpayer Identification Number (TIN) (public entities only) on the CalHome webpage					Uploaded to HCD?	Yes			
File Name:	Loan Servicing Plan	Loan Servicing Plan that complies with §7723 requirements					Uploaded to HCD?	Yes			
File Name:	Reuse Acct Plan	Reuse Account Plan that complies with §7724 requirements					Uploaded to HCD?	Yes			
File Name:	Cert & Legal	Reference 'Certifications & Legal' Worksheet.					Uploaded to HCD?	Yes			
Nonprofit Corporation Applicant											
File Name:	Service Area Map	Provide a Service Area Map					Uploaded to HCD?				
(a)(2) Has the Applicant developed a project or operated a housing program in California within the past two years?											
OR											
(a)(2) Does the Applicant have an existing 523 Self-Help Technical Assistance Grant Agreement with United States Department of Agriculture (USDA)?											
File Name:	Experience	Provide copy of Grant's Agreement.					Uploaded to HCD?				
(b)(1) Does Applicant have sufficient organizational stability and capacity to carry out the activity for which it is requesting funds? Describe stability and capacity below.											
(b)(2) Has the Applicant been operating as a housing Developer or housing program administrator for a minimum of two years prior to the date of application?											
(b)(3) Have the Applicant's tax exempt purposes for the two years prior to the date of application included the activity for which it is applying?											
File Name:	IRS 501C3	IRS Approval of 501(c)(3) Status					Uploaded to HCD?				
(b)(4) Does the Applicant certify it is financially stable to administer funds for activities in which it is applying?											
File Name:	Financial Stmtns	Financial Statements (for last 2 fiscal years, one of which must be audited)					Uploaded to HCD?				

Applicant and Activity

8/27/21

(c)(1) Did the Applicant submit outstanding reports from previous CalHome grants to HCD by the application date?			
Applicants may use their own resolution format as long as it contains ALL of the authorizations as in the sample.			
The person attesting to the resolution signing cannot be the same person authorized to execute the documents in the name of the Applicant.			
If more than one authorized signatory is identified, state whether both signatories are required or only one signatory is required to submit and execute Program docs.			
If the application is being signed by a designee of the authorized signatory, the Applicant must also submit a designee letter or other proof of signing authority.			
File Name	Resolution	Copy of the County Resolution §7754(b) - sample on the CalHome webpage	Attached?
File Name	Payee Data Record	Payee Data Record STD-204 on the CalHome webpage .	Uploaded to HCD?
File Name:	Loan Servicing Plan	Loan Servicing Plan that complies with §7723 requirements	Uploaded to HCD?
File Name:	Reuse Acct Plan	Reuse Account Plan that complies with §7724 requirements	Uploaded to HCD?
File Name:	Articles of Inc	Articles of Inc. (Corp. Code §154, 200 & 202) as certified by CA Secretary of State.	Uploaded to HCD?
File Name:	Cert of Amend Articles	Corp. Code §5810-5820, §7810-7820, or §12500-12510.	Uploaded to HCD?
File Name:	Restated Articles	Corp. Code §5811, 5815, 5819; §7811, 7815 and 7819; and §12501, 12506 and 12510.	Uploaded to HCD?
File Name:	Bylaws	Corp. Code §207(b), 211 and 212	Uploaded to HCD?
File Name:	SOS Letter	Secretary of State Letter of Good Standing	Uploaded to HCD?
File Name:	Board of Directors	List of Name of Board of Directors	Uploaded to HCD?
File Name:	Signature Block	Signature Block in MS Word. Will be used in HCD legal docs such as Standard Agreement	Uploaded to HCD?
File Name	Cert & Legal	Reference 'Certifications & Legal' Worksheet.	Uploaded to HCD?

Owner-Occupied Rehabilitation (OOR) Program - Article 5							8/27/21
Owner-occupied repair, full reconstruction, or the addition of an ADU or JADU.				Rehabilitation	Full Reconstruction		
Activity #1 §7718(a)(2)	Proposed # of Assisted units (at or below 80 percent of AMI) other than accessory dwelling units or manufactured housing units			0	0		
Activity #2 §7718(a)(2)	Proposed # of Assisted manufactured units			15	15		
Activity #3 §7718(a)(2)	Proposed # of Assisted accessory dwelling units and/or Assisted junior accessory dwelling units			0	0		
Proposed # of Assisted units from above:		Rehabilitation	15	Full reconstruction	15	Remaining funding available from 'Applicant and Activity' worksheet cell Z25 (requested amount)	
						\$0	
				OOR Funds Request	OOR Maximum Eligible	Per Assist. Unit Request	
OOR Funds - \$100,000 per unit for rehabilitation, NOFA				\$1,500,000	\$1,500,000	\$100,000	
OOR Funds - \$150,000 per unit for full reconstruction, NOFA				\$2,250,000	\$2,250,000	\$150,000	
OOR Activity Delivery Fee - 20%, §7729(d) and NOFA				\$750,000	\$750,000	\$25,000	
Total OOR Funds				\$4,500,000	\$4,500,000	\$0	
§7754(d) Describe the proposed program including: amount applied for, number of units or households to be assisted, income levels of households to be assisted, description of prior experience with type of program applied for, geographic location of the activities, financing sources and uses, and description of contributed labor.							
The City has over 3600 mobile homes located in 28 parks within City boundaries. The proposed OOR program will provide rehabilitation for at least 15 Low and Very Low Income mobile home owner households in the City of Lancaster, and also will provide full reconstruction for at least 15 Low and Very Low Income mobile home owner households. Applicant will use the Administrative Subcontractor, Habitat for Humanity of Greater Los Angeles (HFHGLA), to supplement its experience. The City has had local enforcement responsibility for the Mobilehome Parks Act since 2007 and employs a full-time Mobile Ombudsperson and inspector who works closely with park owners and mobile home residents to stabilize these important affordable housing communities. The City has previously managed mobile home rehabilitation programs prior to the last four years, while HFHGLA has completed over 600 rehabs in the past four years, including over 50 mobile homes rehabilitated and replaced in response to the Woolsey Fire. The location of all proposed mobile home assistance will be in CHOICE Neighborhoods within the City of Lancaster.							
§7754(d) Include Non-CalHome OOR funding sources, descriptions, proposed lien positions, and amount in lines 1 through 6 below:							
Non-CalHome OOR Funding Sources and Source				Proposed Lien Position		Amount	
1							
2							
3							
4							
5							
6							
§7754(f) Provide a description of how you will comply with the requirements for Local Program Administration set forth in §7721.							
The City and the Administrative Subcontractor will implement the proposed OOR Program with the following activities: 1) marketing the Program using an affirmative action marketing plan targeting income-qualified mobile home owners; 2) determining each household's income-eligibility using appropriate supporting documents; 3) using required After-Rehabilitation appraisals for property eligibility under value limits published in the current NOFA; 4) originating, underwriting, packaging and closing CalHome program Loans in accordance with program requirements; 5) following all CalHome underwriting and construction requirements; and 6) maintaining complete records and providing all required reports in a timely manner.							
§7725(a)(2) Applicant certifies the CalHome Program loans to individual Borrowers when considered with other available financing and assistance will not exceed the minimum amount necessary to fund eligible Rehabilitation costs only, in accordance with program requirements?							Yes
§7732 Applicant or its Administrative Subcontractor must have successfully administered a local OOR Program for a minimum of two years within the four years from the application due date.				Rehabs Completed	Administration within last four years		Admin Years
Describe the applicable program(s) you have successfully administered within the last four years				600	Begin Date	End Date	4.00
Los Angeles County Mobile Home Owner-Occupied Rehabilitation Program				600	11/23/17	11/21/21	4.00
							0.00
							0.00
							0.00
							0.00
§7733 Applicant certifies the CalHome funds in support of an OOR Program will be only be used for these eligible costs?							Yes
§7734 Applicant certifies it will be comply with these OOR administration requirements?							Yes
§7735 Applicant certifies it will develop and employ OOR underwriting guidelines and will comply with these and any additional underwriting and construction requirements as deemed necessary by HCD? The OOR guidelines must be submitted to and approved by HCD prior to execution of the Standard Agreement.							Yes
NOFA Appendix B - Applicant certifies it will meet near and long-term resiliency standards in rebuilding homes destroyed by the identified disasters?							Yes
File Name:	OOR Resiliency Commitment	Provide a narrative of your commitment to meet near and long term resiliency standards in rebuilding homes destroyed by a qualified FEMA disaster declaration.				Uploaded to HCD?	Yes
Selection Criteria §7755							
Total Self Score (minimum points required = 55; maximum points = 100)						90	
Rating Factors per NOFA (red shading indicates minimum score has not been achieved)							Points
§7755(b)(1) Capability - 40 Points Max							40
Capability to operate the proposed OOR Programs: Number of Rehabilitation/Reconstructed units assisted within the last four years: 1 - 5 = 20 points 6 - 10 = 30 points 11 or more = 40 points							
§7755(b)(2) Community Need - 15 Points							15
Community need in a geographic area of the proposed OOR Programs will be based on the following factors: • Age of the housing stock: The percent of owner-occupied housing units over 30 years old, as reported in the most recent U.S. Census Bureau American Community Survey (ACS) data; • Percent of homeowner Households that are in poverty: The percent of families in owner-occupied housing with incomes below the federal poverty line, as reported in the most recent ACS data; • Percent of homeowner Households that are Low Income: The percent of Households in owner-occupied housing with incomes below 80 percent of AMI, as reported in the most recent HUD CHAS data; and the • Percent of homeowner Households occupying overcrowded housing: The percent of owner-occupied housing units with more than 1.5 occupants per room, as reported in the most recent HUD CHAS data.							
§7755(b)(3) Feasibility - 25 Points							25
Feasibility in a geographic area for the proposed OOR Programs will be based on the following factors: • Age of the housing stock: The percent of owner-occupied housing units over 30 years old, as reported in the most recent ACS data; and • Percent of homeowner Households occupying overcrowded housing: The percent of owner-occupied housing units with more than 1.5 occupants per room, as reported in the most recent HUD CHAS data.							
Community Revitalization §7755(b)(4), §7716(l) - 10 Points							10
Contributes to Community Revitalization (to qualify - all Assisted units are, or will be, located within a federal Promise Zone or a Choice Neighborhood Initiative Area or an Opportunity Zone), or develops a Rehabilitation Program that addresses climate adaptation or resiliency consistent with the Hazard Mitigation Plan or the Safety Element of the General Plan adopted by the jurisdiction in which the program will be offered.							
Federal Promise Zone (https://www.hudexchange.info/programs/promise-zones/)							N/A
Promise Zones in California: Sacramento Promise Zone, Los Angeles Promise Zone, and San Diego Promise Zone, or Choice Neighborhood Initiative Area (https://www.hud.gov/cn , see grantee report).							Yes
Choice Neighborhood Initiative Areas in California: Sacramento, San Francisco, and Los Angeles, or Opportunity Zone (https://esrmedia.maps.arcgis.com/apps/View/)							N/A
Applicant certifies ALL CalHome OOR Assisted units will be in the Promise Zone, Opportunity Zone, or Choice Neighborhood?							Yes

Owner-Occupied Rehabilitation (OOR) Program - Article 5			8/27/21
File Name:	OOR Community Revitalization	Provide a print screen file showing Promise Zone, Neighbor Initiative Area or Op. Zone	Uploaded to HCD? Yes
Did the Applicant develop a Rehabilitation Program that addresses climate adaptation or resiliency consistent with the Hazard Mitigation Plan or the Safety Element of the General Plan adopted by the jurisdiction in which the program will be offered?			Yes
File Name:	OOR Climate Change	Documentation that program addresses climate adaption or resiliency consistent with a plan	Uploaded to HCD? Yes
§7755(b)(5) Volunteer Labor, Self-Help Labor or Youth Construction Skills Training Program - 10 Points (not applicable to OOR) Applications applying for Homeownership Development Projects (PDL), Self-Help Technical Assistance Homeownership projects (SHTA), or a Mortgage Assistance Local Program (MA) for new construction housing or acquisition with substantial rehabilitation when the Recipient is acquiring and substantially rehabilitating properties for sale to First-Time Homebuyers, will receive up to 10 points to the extent that they are utilizing: (A) Volunteer or Self-Help Construction labor, where a minimum of 500 hours of on-site construction labor per Assisted Unit is provided; or (B) Labor provided by youth participating in a Construction Skills Training Program, where a minimum of 500 hours of on-site construction labor per Assisted Unit is provided. The 500 hours of construction training labor must be provided by the 16- to 24-year-old program participants; or (C) Minimum 15 percent of units include an ADU or a JADU. (D) Homeownership development projects are located in a High Resource or Highest Resource area, as identified on the TCAC/HCD Opportunity Area Map.			0
§7755(c) Performance Penalty - A deduction to the total score will be applied for failure to meet CalHome Program Performance Goals pursuant to §7759.			0

Certification

On behalf of the entity identified in the signature block below, I certify that:

1. The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct.
2. I possess the legal authority to submit this application on behalf of the entity identified in the signature block.
3. The following is a complete disclosure of all identities of interest - of all persons or entities, including affiliates, that will provide goods or services to the Project either (a) in one or more capacity or (b) that qualify as a "Related Party" to any person or entity that will provide goods or services to the project. "Related Party" is defined in Section 10302 of the California Code of Regulations (CTCAC Regulations):

None

4. As of the date of application, the Project, or the real property on which the Project is proposed (Property) is not part to or the subject of any claim or action at the State or Federal appellate level.

5. I have disclosed and described below any claim or action undertaken which affects or potentially affects the feasibility of the Project. In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.

Jason Caudle	City Manager		
Printed Name	Title of Signatory	Signature	Date

Legal Disclosure

Public entity applicants without an ownership interest in the proposed project, including but not limited to cities, counties, and joint powers authorities with 100 or more members, are not required to respond to this questionnaire.

For purposes of the following questions, and with the exceptions noted below, the term "applicant" shall include the applicant and joint applicant, and any subsidiary of the applicant or joint applicant if the subsidiary is involved in (for example, as a guarantor) or will be benefited by the application or the project.

In addition to each of these entities themselves, the term "applicant" shall also include the direct and indirect holders of more than ten percent (10%) of the ownership interests in the entity, as well as the officers, directors, principals and senior executives of the entity if the entity is a corporation, the general and limited partners of the entity if the entity is a partnership, and the members or managers of the entity if the entity is a limited liability company. For projects using tax-exempt bonds, it shall also include the individual who will be executing the bond purchase agreement.

The following questions must be responded to for each entity and person qualifying as an "applicant," or "joint applicant" as defined above.

Explain all positive responses on a separate sheet and include with this questionnaire in the application.

Members of the boards of directors of non-profit corporations, including officers of the boards, are also not required to respond. However, chief executive officers (Executive Directors, Chief Executive Officers, Presidents or their equivalent) must respond, as must chief financial officers (Treasurers, Chief Financial Officers, or their equivalent).

Civil Matters

1. Has the applicant filed a bankruptcy or receivership case or had a bankruptcy or receivership action commenced against it, defaulted on a loan or been foreclosed against in <i>past ten years</i> ?	No
2. Is the applicant currently a party to, or been notified that it may become a party to, any civil litigation that may materially and adversely affect (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?	No
3. Have there been any administrative or civil settlements, decisions, or judgments against the applicant within the past ten years that materially and adversely affected (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?	No
4. Is the applicant currently subject to, or been notified that it may become subject to, any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency?	No
5. In the past ten years, has the applicant been subject to any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency that resulted in a settlement, decision, or judgment?	No

Criminal Matters

6. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, felony charges against the applicant?	No
7. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, misdemeanor charges against the applicant for matters relating to the conduct of the applicant's business?	No
8. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, criminal charges (whether felony or misdemeanor) against the applicant for any financial or fraud related crime?	No
9. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, that could materially affect the financial condition of the applicant's business?	No
10. Within the past ten years, has the applicant been convicted of any felony?	No
11. Within the past ten years, has the applicant been convicted of any misdemeanor related to the conduct of the applicant's business?	No
12. Within the past ten years, has the applicant been convicted of any misdemeanor for any financial or fraud related crime?	No

Please provide a letter of explanation if you responded "Yes" to any of the questions above.

File Name: Cert. Letter of Explanation	Letter of explanation for any "red" shaded cells above.	Uploaded to HCD?	N/A
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Jason Caudle	City Manager		
Printed Name	Title of Signatory	Signature	Date

Application Development Team (ADT) Support Form

8/27/21

Please complete the "yellow" cells in the form below and email a copy to: AppSupport@hcd.ca.gov. A member of the Application Development Team will respond to your request ASAP.

Full Name:		Date Requested:		Application Version Date:	
Organization:		Email:		Contact Phone:	

Justification:

Issue #	Program Name &	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date
1	CalHome							
2	CalHome							
3	CalHome							
4	CalHome							
5	CalHome							
6	CalHome							
7	CalHome							
8	CalHome							
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10	CalHome							
11	CalHome							
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23	CalHome							
24	CalHome							
25	CalHome							

STAFF REPORT
City of Lancaster

CC 11
11/9/2021
JC

Date: November 9, 2021

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services
George Harris, Director - Finance

Subject: Award of Bid – PWCP 21-023 - 2021 Landscape Restoration Program

Recommendations:

1. Award PWCP 21-023, 2021 Landscape Restoration Program, to Marina Landscape, Inc., of Orange, California, in the amount of \$2,244,050.00 Base Bid, plus Additive Alternate AA1 in the amount of \$234,350.00, Additive Alternate AA2 in the amount of \$250,380.00, and Additive Alternate AA3 in the amount of \$265,200.00, for a Total Bid of \$2,993,980.00, plus a 10% contingency, to replace landscaping and irrigation systems at twenty-two (22) locations throughout the City. This contract is awarded to the lowest responsible bidder per California Public Contract Code Section 22038 (b). Authorize the City Manager, or his designee, to sign all documents.
2. Approve a budget transfer of \$1,279,100.00 from Account Number 101–2900–000, General Fund Balance, to Account Number 101–11ZZ005–924, City Beautification.

Fiscal Impact:

\$3,293,378.00 (including 10% contingency) to be awarded; with these actions, sufficient funds are available in Capital Improvements Budget Account Numbers 101–11ZZ005–924, 210– 11ZZ005–924, and 701–11ZZ005–924.

Background:

The proposed project will replace landscaping and irrigation systems in twenty-two (22) locations throughout the City. Proposed locations include medians in front of the Hangar, medians along Business Center Parkway, and landscaping areas along the Sierra Highway Bike Path, amongst others. This project is the first in the Landscape Restoration Program. The Landscape Restoration Program was initiated by the PARCS Department and the City Manager’s Office, and aims to create a cohesive look for landscaping throughout the City.

Per Section 2.2 of the Existing Community Workforce Agreement (“CWA”), this project is subject

to the CWA by and between the City of Lancaster and Los Angeles/Orange Counties Building and Construction Trades Council, and the Signatory Craft Councils and Unions. The PWCP 21-023 contract documents were prepared, and the project was advertised accordingly. Per Section 2.6(b) of the CWA, Letters of Assent shall be submitted by the Contractor and each of its subcontractors, of whatever tier, forty-eight (48) hours prior to commencement of work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

On October 5, 2021, at 11:00 a.m., the City conducted an electronic bid opening for PWCP 21-023 via PlanetBids. Marina Landscape, Inc., was the lowest responsive bidder amongst five (5) bids. Of those five (5) bids, two (2) were deemed responsive. The bids were as follows:

<u>Contractor</u>	<u>City</u>	<u>Bid Amounts</u>
1. Marina Landscape, Inc.	Orange, CA	\$2,993,980.00
2. United Construction & Landscape, Inc.*	Northridge, CA	\$3,321,957.98
3. Urban Habitat	La Quinta, CA	\$3,836,156.50
4. R.C. Becker and Son, Inc.**	Santa Clarita, CA	\$4,868,066.78
5. Environmental Construction, Inc.***	Woodland Hills, CA	N/A
Engineer's Estimate		\$2,721,670.40

*Deemed non-responsive. Bid bond was not received.

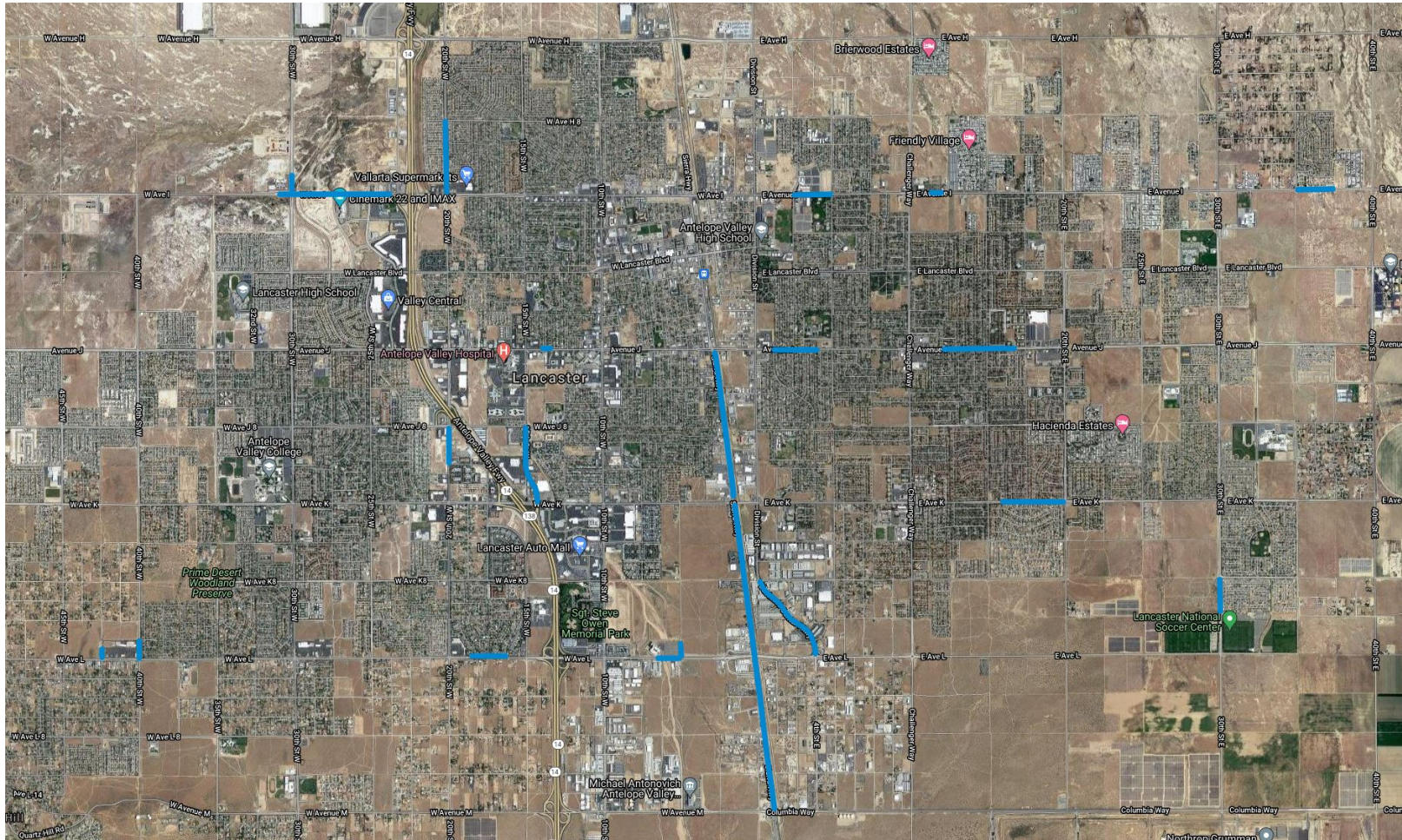
**Deemed non-responsive. Contractor proposed to subcontract out more than 50% of the Work.

***Deemed non-responsive. Bid bond was received, but no Planet Bids Proposal was submitted.

AL:vw

Attachment:
Vicinity Map

PWCP 21-0123
2021 Landscape Restoration Program
Vicinity Map



STAFF REPORT
City of Lancaster

CC 12
11/9/2021
JC

Date: November 9, 2021

To: Mayor Parris and City Council Members

From: Jason Caudle – City Manager

Subject: **Approval of a Limited Notice to Proceed Agreement with Duke Energy One, Inc., and Letter of Credit Agreement with Selectabis Fox Field, LLC to Complete an Engineering Services Detailed Plan for the Fox Field Development Project**

Recommendations:

1. Approve the limited notice to proceed agreement with Duke Energy One, Inc. (Duke Energy). Duke Energy to complete an Engineering Services Detailed Plan (Engineering Plan) for the Fox Field Development Project (Fox Field Project) located at 46908 47th Street West, Lancaster, CA 93536.
2. Appropriate \$150,000.00 from Account No. 101-2900-000, Fund Balance, to Account No. 101-4791-301 to reimburse Duke Energy for their development of the Engineering Plan for the Fox Field Project.
3. Approve a Letter of Credit Agreement with Selectabis Fox Field, LLC (Selectabis) to reimburse the City \$150,000.00 for the development of the Engineering Plan by Duke Energy, should the City and Duke Energy not pursue a Power Purchase Agreement for the Fox Field Development.
4. Authorize the City Manager or his designee to finalize and execute all related documents.

Fiscal Impact:

\$150,000.00 to be awarded; with these actions, sufficient funds are available in Expenditure Account No. 101-4791-301. Funding for the Duke Energy agreement, shall be reimbursed by Selectabis, should the City and Duke Energy not pursue a Power Purchase Agreement.

Background:

The Fox Field Development Project has requested the City's support in acquiring power for their site after an unsuccessful attempt to secure power through Southern California Edison. The project has significant energy needs, and the developer has determined that the only way to keep the project moving forward is to find an alternative energy source. Due to the City's extensive energy background and knowledge, the project developer has requested a collaboration between Duke Energy and the City in the development of an Engineering Plan for the Fox Field Project. This collaboration would provide a summary of the actual energy needs on site, and would also provide a plan to meet that need.

Through the Engineering Plan, Duke Energy will perform various tasks with the purpose of designing a natural gas power generating system to meet the needs of the Fox Field Project. Deliverables include an electrical design package, mechanical design package, structural/civil design package, preliminary gas interconnection documents, preliminary electrical interconnection documents, and a preliminary system study and coordination assessment.

The City, Duke Energy and Selectabis will review the Engineering Plan, and will have 120 days to decide if they will choose to move forward with a power purchase agreement. The power purchase agreement will provide Selectabis with a dollar per kWh price to cover the costs of constructing the natural gas power generating system, and maintain the system for a period of time.

If the City, Duke Energy and Selectabis decide not to move forward with a power purchase agreement, the City will pay Duke Energy up to \$150,000.00 for their services. Selectabis will reimburse the City for all of the costs incurred by the City to pay Duke Energy for their work.

PG/sk

Attachments:

Limited Notice to Proceed Agreement with Duke Energy
Letter of Credit Agreement with Selectabis Fox Field LLC

LIMITED NOTICE TO PROCEED

This Limited Notice to Proceed (this “LNTP”) is entered into this ___ day of November, 2021 (the “Effective Date”) by and between Duke Energy One, Inc., a Delaware corporation (“Duke”) and the governing body of the City of Lancaster, California (“Customer”). Duke and Customer are collectively referred to herein as the “Parties” and each of them is referred to herein as a “Party”.

WHEREAS, Duke and Customer plan to negotiate the terms of a Power Purchase Agreement or similar definitive agreement (“Agreement”) whereby, upon execution of the Agreement, Customer shall retain Duke to design, procure, construct, install, own, operate and maintain a natural gas generating system (the “System”) for the purpose of selling electricity generated by the System to Customer with delivery to a Customer designated facility located at 46908 47th Street West, Lancaster, CA 93536 (the “Site”, and together with the System, the “Project”).

WHEREAS, this LNTP does not create any obligation by either Party to execute the Agreement or otherwise move forward with the Project.

WHEREAS, Customer desires Duke to evaluate the Customer’s projected load characteristics and demand for power and energy and complete an Engineering Services Detailed Plan (to include detailed engineering drawings), as further described in Exhibit 1, Scope of Services (the “Services”).

WHEREAS, Duke and Customer desire to enter into this LNTP to govern the Services and the terms and conditions related thereto.

NOW, THEREFORE, intending to be legally bound hereby, and in consideration of the covenants set forth herein, the Parties agree as follows:

1. SCOPE OF SERVICES.

Customer authorizes Duke to perform certain Services for the purpose of evaluating Customer’s projected load characteristics and demand for power and energy and completing an Engineering Services Detailed Plan, as further described in Exhibit 1, upon the Effective Date of this LNTP.

2. PAYMENT FOR SERVICES.

- a. **Payment.** In consideration of Duke’s performance of the Services, Customer shall pay Duke \$150,000 plus applicable taxes for Services performed. If Customer executes the proposed Agreement within 120 days after the Services are provided, the payment amount listed above will be rolled into and become payable as part of and pursuant to the terms and conditions of the Agreement. If an Agreement is not executed within a maximum of 120 days after the Services are provided to the Customer by Duke, Duke will invoice Customer for the above listed amount and Customer shall pay Duke within fifteen (15) days after Customer’s receipt of the invoice
- b. **Late Payment.** Any payment not received by the due date shall accrue interest, from the date that it first becomes due and payable until the date that it is paid, at the lesser of 12% per annum or the maximum rate permitted by applicable law.

3. LIMITATION ON LIABILITY.

- a. **No Consequential Damages.** Neither Party nor its successors or assigns, or their respective shareholders, partners, assigns, directors, officers, affiliates, agents, employees, or representatives, shall be liable for consequential, special, exemplary, indirect, or incidental losses or damages, including revenues from lost power, loss of use, cost of capital, loss of goodwill, and loss of revenues or profit, and each Party hereby releases the other Party from any such liability.
- b. **Limitation of Liability.** Duke and its affiliates’ total liability to Customer under or arising out of this LNTP

shall be limited to the aggregate amounts paid or payable by Customer to Duke hereunder.

4. MISCELLANEOUS.

- a. **Entire Agreement.** This LNTP constitutes the entire agreement of the Parties with respect to the subject matter hereof, and no prior agreement, arrangement or understanding, whether written or oral, pertaining to any such matters shall be effective for any purpose.
- b. **Counterparts.** This LNTP may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile, email, portable document format (“PDF”), or other electronic signatures shall have the same effect as original signatures.
- c. **Governing Law.** This LNTP shall be governed by, and interpreted in accordance with, the laws of the State of California, without reference to conflict of laws principles.
- d. **Assignment.** This Agreement shall inure to the benefit of and be binding on the Parties and their successors and assigns. Neither Party shall assign all or any portion of this Agreement without the prior written consent of the other Party, except that either Party may assign the Agreement without such consent to its successor by merger, or to an entity acquiring all or substantially all of its assets or to its parent or a wholly owned subsidiary or affiliate; provided however, following an assignment to a parent or other subsidiary, the assigning Party shall remain liable for the performance of this Agreement by such parent or subsidiary. **The Parties expressly agree that the City may assign its rights, duties and obligations hereunder to Selectabis Fox Field, LLC.**

IN WITNESS HEREOF, the Parties have caused this LNTP to be executed by their duly authorized representatives as of the Effective Date.

City of Lancaster, California

Duke Energy One, Inc.

By: _____

By: _____

Date: _____

Date: _____

Name _____

Name _____

Title: _____

Title: _____

EXHIBIT 1

SCOPE OF SERVICES

Duke shall perform the below outlined Services in accordance with this LNTP and related specifically to the design, coordination and future construction of a power generating system to suit the specific needs of the City of Lancaster:

Deliverables:

- Electrical 20% Design Package NOT for Construction
- Mechanical 20% Design Package NOT for Construction
- Structural/Civil 20% Design Package NOT for Construction
- Preliminary Gas Interconnect documents
- Preliminary Electrical Interconnect documents
- Preliminary System Studies and Coordination Assessment

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (this “Agreement”) is entered into and effective as of [REDACTED], 2021 (the “Effective Date”), by and between the **CITY OF LANCASTER**, a charter city and California municipal corporation (“City”), and [REDACTED], a California [REDACTED] (“Developer”). City and Developer are individually referred to as a “Party” and collectively referred to as the “Parties.”

R E C I T A L S

A. City and Duke Energy One, Inc., a Delaware corporation (“Duke”) are parties to an agreement titled “Limited Notice to Proceed” (“LNTP”) that is dated and effective as of [REDACTED], 2021.

B. The LNTP generally provides that Duke and City plan to negotiate the terms of a Power Purchase Agreement or similar definitive agreement (“PPA”) whereby, upon execution of the PPA, City shall retain Duke to design, procure, construct, install, own, operate and maintain a natural gas generating system (the “System”) for the purpose of selling electricity generated by the System to City with delivery to a City designated facility located at 46908 47th Street West, Lancaster, California 93536 (the “Site”, and together with the System, the “Project”).

C. Subject to the terms of this Agreement, City has entered or agreed to enter into the LNTP at the request and for the benefit of Developer. The Parties are entering into this Agreement as a condition to City entering into the LNTP and for the purpose of ensuring that liabilities and/or monetary obligations related to the LNTP are satisfied by Developer without any cost to City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the Parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated in and constitute a substantive part of this Agreement.

2. City’s LNTP Obligation. Subject to Developer’s delivery of the Letter of Credit (as defined in Section 3(a)) and subject to all other terms of this Agreement, City agrees to enter into the LNTP with Duke.

3. Developer’s Reimbursement Obligation. Developer agrees to and shall reimburse City the full amount of any liability incurred or expenditure made by City that arises from or relates to the LNTP (“Reimbursement Obligation”). Any reimbursement or other payment demand made by City pursuant to Developer’s Reimbursement Obligation shall be immediately due and payable in full.



(a) Reimbursement Obligation Security. Developer agrees to and shall deliver to City an irrevocable standby letter of credit (“Letter of Credit”) in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) running in favor of City, with the Letter of Credit securing Developer’s obligations under this Agreement. The terms of the Letter of Credit, which are subject to City’s consent, shall strictly comply with the provisions of this Agreement. The Letter of Credit shall

be issued by a bank acceptable to City in City's discretion and under the supervision of the banking commission of the State of California or the Federal Deposit Insurance Corporation. If the credit of the bank that originally issues the Letter of Credit becomes unacceptable to City in City's discretion, Developer shall at its cost substitute another Letter of Credit from a bank that is acceptable to City. The Letter of Credit shall be irrevocable for the period ending no less than two (2) years after the date of issuance. The form and terms of the Letter of Credit shall be subject to City's approval. City shall have the right to draw on the Letter of Credit at any time and without advance notice to Developer in order to satisfy all or any portion of Developer's Reimbursement Obligation. Developer's delivery of the Letter of Credit to City pursuant to this section shall be and is an express condition precedent to City's obligation to enter into the LNTP.

4. Release and Indemnification. Developer hereby fully and irrevocably releases City, including its elected officials, officers, directors, members, employees, agents and representatives, from any and all claims that Developer may now have or hereafter acquire against City, including its elected officials, employees, agents and representatives, for any action, cause of action, claim, cost, damage, demand, expense (including, without limitation, attorneys' fees and expenses), fine, judgment, liability, lien, loss, or penalty, whether foreseen or unforeseen, direct or indirect, arising from or related to the LNTP, except to the extent caused by City's willful misconduct. Developer further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. Developer agrees to indemnify, defend (with attorneys selected by City) and hold City, including its elected officials, officers, directors, members, employees, agents and representatives, harmless from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including, but not limited to, attorneys' fees and costs) of any kind or nature which arise or in any way relate to the LNTP, except to the extent caused by the City's willful misconduct. The provisions of this section shall survive the expiration or termination of this Agreement.

5. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received and personally deliver; when transmitted, if transmitted by telecopy, electronic or digital transmission method; the day after it is sent, if sent or next day delivery to a domestic address by a recognized over night delivery service (e.g., Federal Express); and upon receipt, if sent by certified registered mail, return receipt requested. In each case, notice shall be sent to:

If to City: City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534
Attn: City Manager

If to Developer: 
Attn: 

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

7. Assignment. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective heirs, personal representatives, successors and assigns. Neither Party shall assign this Agreement or any interest or right under this Agreement without obtaining the prior written consent of the other Party. In no event shall any assignment relieve the assigning party of any of its obligations under this Agreement.

8. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

9. No Waiver. A waiver by either Party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

10. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

11. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

12. Authority of Signatories. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the parties are formally bound to the provisions of this Agreement.

13. Time of Essence. Time is expressly made of the essence with respect to the performance by District and Owner of each and every obligation and condition of this Agreement.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

CITY:

CITY OF LANCASTER,
a charter city and California municipal corporation

By: _____
Name: _____
Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DEVELOPER:

_____,
a California _____

By: _____
Name: _____
Its: _____

STAFF REPORT
City of Lancaster

CC 13
11/09/21
JC

Date: November 9, 2021

To: Mayor Parris and City Council Members

From: Alexis Merino, Assistant to the City Manager

Subject: **Appropriation of \$1,500,000 and Approval of Change Order Totaling \$574,955.00, to Increase Formal Bid No. 729-20 City Hall Renovation and Modernization, to New Total of \$7,161,100.45**

Recommendation:

- A. Appropriate \$1,500,000 from Account No. 101-2900-000 to account General Account No. 101-4431-295 to cover the cost of building code conformance, for required ADA standards, plumbing code in the restrooms, electrical codes, and low voltage security and technology.
- B. Approve Change Order No. 1 and increase the total amount of the contract with Bowie Contractors, Inc., of Lancaster, California, Formal Bid No. 729-20 City Hall Renovation and Modernization, by \$574,955.00, for a total revised contract amount of \$7,161,100.45. The scope of work for Change Order No. 1 includes the demolition and replacement of the entire existing acoustic ceiling system.

Fiscal Impact:

The current budget in General Account No 101-4431-295 is \$8,818,591.58. With this appropriation of \$1,500,000 in General Account No. 101-4431-295, it will now total \$10,318,591.58. Sufficient funds are available General Account No. 101-4431-295 in the amount of \$574, 955.00.

Background:

On June 22, 2021, the City Council awarded Formal Bid 729-20, City Hall Renovation and Modernization, to Bowie Contractors., of Lancaster, California in the amount of \$5,727,083 base bid, plus a 15% contingency. The contract was awarded to the lowest responsible bidder per California Public Contract Code Section 22038 (b).

Lancaster City Hall was established in 1984, with the oldest part of the building on the south end dating back to the 1950s. Given the age of the structure several items have been identified since the start of construction that need to be upgraded now. These improvements are additional ADA upgrades needed to bring the building in compliance with current code, plumbing upgrades in the restrooms to bring them in to compliance with current code, and wiring upgrades to enhance the buildings IT capabilities which will ensure it can meet the IT demands of the future. The additional allocation will support the completion of all the needed

upgrades which will ensure the renovation is building code compliant and can support the future low voltage security and technology demands.

In addition, the COVID-19 crisis has placed an unprecedented burden on the City facility infrastructure. Public facilities are especially vulnerable, in an effort to combat exposures to the employee in the workplace this adjustment is needed to protect staff from the potential exposure from infectious disease in the workplace. Ceiling system is a hospital-grade smooth tile that allows for easy cleaning. The selected tile contains a BioBlock Plus to resist growth of odor and stain producing bacteria as well as mold and mildew on the ceiling tile surface. In addition, increases the effectiveness of in-ceiling air filtration and purification systems up to 40%. In response to the consolidation of departments to City Hall this is required to protect staff to ensure City remains open and functioning during an emergency.

STAFF REPORT
City of Lancaster

CC 14
11/09/2021
JC

Date: November 9, 2021

To: Mayor Parris and City Council Members

From: Allison Burns, City Attorney
Jason Caudle, City Manager

Subject: Resolution No. 21-59 Proclaiming a Local Emergency, Ratifying the Proclamation of a State Emergency by Executive Orders N-25-20, N-29-20 and N-35-20, and Authorizing Remote Teleconference Meetings for a Thirty (30) day period Pursuant to Brown Act Provisions

Recommendation:

That the City Council approve **Resolution 21-59**, proclaiming a local emergency, ratifying the proclamation of a state of emergency by Executive Orders N-25-20, N-29-20 and N-35-20, and authorizing remote teleconference meetings for a thirty (30) day period pursuant to Brown Act provisions

Fiscal Impact:

None.

Background:

On September 16, 2021, Governor Newsom signed Assembly Bill (“AB”) 361 into law. AB 361 is urgency legislation amending the Brown Act to allow legislative bodies of local agencies to meet remotely with relaxed teleconferencing requirements during declared emergencies under certain conditions.

AB 361 adds new procedures and clarifies the requirements for conducting remote meetings, including the following:

- **Public Comment Opportunities in Real Time:** A legislative body that meets remotely pursuant to AB 361 must allow members of the public to access the meeting via a call-in option or an internet-based service option, and the agenda for the remote meeting must provide an opportunity for members of the public to directly address the body in real time. A legislative body cannot require public comments to be submitted in advance of the meeting.

- **No Action During Disruptions:** In the event of a disruption that prevents the local agency from

broadcasting the remote meeting, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, AB 361 prohibits the legislative body from taking any further action on items appearing on the meeting agenda until public access to the meeting via the call-in or internet-based options is restored.

· **Periodic Findings:** To continue meeting remotely pursuant to AB 361, a legislative body must make periodic findings concerning the declared emergency and its effects. AB 361 will sunset on January 1, 2024.

The proposed resolution would make the findings required by AB 361 in order to allow the City of Lancaster to continue to make remote attendance available to its legislative bodies and the public if and to the extent needed.

Attachment:
Resolution No. 21-59

RESOLUTION NO. 21-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER (“CITY”) PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDERS N-25-20, N-29-20 AND N-35-20, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR A THIRTY (30) DAY PERIOD PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, City of Lancaster is committed to preserving and ensuring public access and participation in meetings of its legislative bodies; and

WHEREAS, all meetings of City of Lancaster’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City’s legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City’s boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the City, specifically, the Governor of California issued a series of Executive Orders aimed at containing the novel coronavirus; and

WHEREAS, the State of California and County of Los Angeles recommend social distancing due to the coronavirus; and

WHEREAS, the City Council does hereby find that the threat of the coronavirus has caused, and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the City Council does hereby find that the City Council of City of Lancaster shall conduct its meetings without compliance with

paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that the City Council shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the City will post an agenda (72 hours in advance of a regular meeting and 24 hours in advance of a special meeting) on the City’s website at cityoflanasterca.org which will contain information on how the public can participate in the meeting and provide Public Comments.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The City Council hereby proclaims that a local emergency now exists throughout the City’s jurisdiction, and social distancing is recommended by the State of California and County of Los Angeles.

Section 3. Ratification of Governor’s Proclamation of a State of Emergency. The City Council hereby ratifies the Governor of the State of California’s Proclamation of State of Emergency, effective as of this Resolution’s issuance date of November 9, 2021.

Section 4. Remote Teleconference Meetings. The Executive Director/CEO and the City Council of the City of Lancaster are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 9, 2021, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council of City of Lancaster may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the City Council of the City of Lancaster this 9th day of November, 2021.

FOR
Mayor

ATTEST:

City Clerk

STAFF REPORT
City of Lancaster

NB 1
11/09/2021
JC

Date: November 9, 2021

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services
Chenin Dow, Senior Manager - Real Estate & Economic Development
Patti Garibay, Manager - Real Estate & Economic Development

Subject: **Approval of a Contract with Powerflex Systems, Inc., for the Deployment of a 500 kWh Battery at Lancaster City Hall as Part of the City Hall Resiliency Project**

Recommendations:

1. Appropriate \$8,000.00 from Account No. 101-2900-000, Fund Balance to Account No. 349-4240-771, City Hall Battery Project.
2. Recognize \$421,000.00 of grant fund revenue from the Self-Generation and Incentive Program (SGIP) to Revenue Account Number 349-3312-000, SGIP Grant and appropriate to Expenditure Account No. 349-4791-771, City Hall Battery Project.
3. Approve a contract with Powerflex Systems, Inc., (Powerflex) for the purchase and deployment of a standalone 500 kWh battery, which will be located at Lancaster City Hall as part of the City Hall Resiliency Project.
4. Authorize the City Manager to execute all documents, and make any non-substantive changes necessary to complete the transaction.

Fiscal Impact:

\$977,902.00 to be awarded; with these actions, sufficient funds are available in expenditure Account No. 349-4240-771. The City will be reimbursed for \$421,000.00 of project expenses through the SGIP Grant. Additionally, \$87,000.00 previously recognized from the California Office of Emergency Services Grant that the City received in 2020 will be allocated toward project expenses.

The City will save over \$18,000.00 annually by using the battery for peak demand shaving and energy arbitrage. There will also be an annual maintenance and operation fee, which in the first year of operation will be \$5,705.00.

Background:

In the event of an emergency or global crisis, such as we have recently experienced with the COVID-19 pandemic, Lancaster City Hall's primary function will be to serve as an Emergency Operation Center (EOC). Communications equipment, computers and protocols have been established, which will help staff work together to support local first responders and the community.

Having an onsite battery would allow for City Hall to be operational twenty-four hours a day in the event of a major catastrophe. A solar array and backup generator are already available on site, which would support operations during the day. Adding a battery would keep the building operational in the evening hours.

Staff began exploring funding and partnership opportunities, which could support the development of a battery for City Hall, and discovered the CPUC's SGIP program. In order for the City to apply for SGIP funding, a contract partner would need to be identified to work with the City on the deployment of a battery. Powerflex and the City agreed to partner, and a program application was submitted to the CPUC in 2020.

In 2021, the City and Powerflex received confirmation that \$421,600.00 was set aside in SGIP funding to utilize towards the deployment of a battery at City Hall. Since receiving this confirmation, the City and Powerflex have been working on project plans, which include identifying a location for the battery at City Hall, reviewing data to ensure that the existing solar array and generator work cohesively with the battery, and determining an adequate battery size.

Powerflex and the City agreed on a 500kWh battery, which will provide two hours of service in the event of a grid outage and will supplement the solar energy that will be created during the day, as well as the backup power available through the onsite generator. In addition to supporting the building when grid outages take place, on a normal non-emergency day, the City will benefit from the battery through a reduction in the building's peak demand. The battery will be programmed to automatically discharge power whenever a spike in usage occurs, which will reduce the size of the peak that the utility will use to calculate the City's demand charge and, therefore, save the City money each month. Additionally, the City will have the ability to take advantage of energy arbitrage by charging the battery during lower-priced hours in the morning and discharging the battery to offset costs during higher-priced hours in the evening.

Powerflex estimates that the City will save \$18,000.00 annually through peak demand shaving and energy arbitrage.

A ten-year warranty has been included in the contract purchase price for the Socomec HES L battery, as well as a five-year warranty for the Schneider Energy Control Center. The City will have the option of extending its five-year warranty for years six through ten, and can make that decision at a later date. The agreement also includes a 15-year output guarantee and five-year availability guarantee.

PG/sk

Attachments:

Powerflex Renewables- Engineering, Procurement and Construction Services Agreement

Powerflex- Operations and Maintenance Services Agreement

EDF RENEWABLES DISTRIBUTED SOLUTIONS OPERATIONS AND MAINTENANCE SERVICES AGREEMENT (“AGREEMENT”)

1. **“Effective Date”**: _____, 2021__
2. **Parties and Their Addresses:**
“System Owner”: **City of Lancaster**
System Owner Address: 44933 Fern Ave. Lancaster, CA 93534
“System Manager”: **Powerflex Systems, Inc., a Delaware corporation**
System Manager Address: 15445 Innovation Dr,
San Diego, CA 92128
Attn: Director of Asset Management
3. **“Site”** City of Lancaster City Hall located at: 44933 Fern Ave, Lancaster, CA 93534.
4. **“System”**
(a) a battery energy storage facility having a capacity of approximately 250 kW (DC) / (500 kWh) as more completely described in the definition of “BESS”);
(b) Schneider Electric Energy Control Center; and
(c) Schneider Electric Microgrid Energy Management System to control the new battery storage system and existing solar PV system, diesel generator currently located at the Site
5. **“General Conditions”** The terms and conditions set forth on **Exhibit A** are incorporated into this Agreement.
6. **“Services”** The Services consist of the Standard Services, the Additional Services and the Warranty Services.
“Standard Services” The Standard Services outlined and described on **Exhibit B.**
“Additional Services” The Additional Services outlined and described on **Exhibit C.**
“Warranty Services” The Warranty Services outlined and described on **Exhibit D.**
7. **“Commencement Date”** The date on which Substantial Completion is achieved under the EPC Agreement.
8. **“Service Term”** The period beginning the Commencement Date and terminating on the fifteenth (15th) anniversary of the Effective Date, subject to early termination or renewal as provided in the General Conditions.
9. **“Service Fees”**
“Standard Services” The fees payable in consideration of the Standard Services described on **Exhibit B.**
“Additional Services” The fees payable in consideration of the Additional Services described on **Exhibit C.**
“Warranty Services” The fees payable in consideration of the Warranty Services described on **Exhibit D.**

In accordance with, and subject to, this Agreement, including all Exhibits, which are incorporated into this Agreement by this reference, beginning the Commencement Date and for the duration of the Service Term: (a) the System Owner retains the System Manager to provide the Services with respect to the System and will pay the System Manager the Services Fees; and (b) the System Manager will provide the Services with respect to the System in consideration of the Service Fees.

IN WITNESS WHEREOF and intending to be bound, the System Owner and the System Manager are executing and delivering this Agreement as of the Effective Date.

City of Lancaster

PRINT NAME OF SYSTEM OWNER

POWERFLEX SYSTEMS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

*duly authorized**duly authorized*

Exhibit A
GENERAL CONDITIONS
to
EDF RENEWABLES DISTRIBUTED SOLUTIONS
OPERATIONS AND MAINTENANCE SERVICES AGREEMENT

These General Conditions are incorporated into and are governed by the EDF Renewables Distributed Solutions Operations and Maintenance Services Agreement by and between the System Owner and the System Manager. All capitalized terms not defined in these General Conditions shall have the definitions given to them in the Agreement or on **Schedule A-1**.

I. PROVISION OF SERVICES; SUBCONTRACTORS

A.I.1 **Provision of Services**. The System Manager represents, warrants, and covenants that, during the Service Term, the System Manager shall perform the Services, as required by, and subject to, this Agreement.

A.I.2 **Performance Standards**. During the Service Term, the System Manager shall perform the Services with due care, in a professional and workmanlike manner and in accordance with (a) the relevant provisions of the written manufacturer requirements for operation and maintenance of the equipment provided as the "O&M Manual" (defined in the EPC Agreement) (such written instructions are hereinafter collectively referred to as the "**Operations and Maintenance Manual**"), (b) any permits, licenses, orders or approvals issued by any authority having jurisdiction, copies of which have been made available to the System Manager if the System Manager could not reasonably be expected to know of such legal requirement in the absence of the same being made available to the System Manager, and all laws, in each case, applicable to the operation or maintenance of the System (collectively, "**Legal Requirements**"); (c) any requirements of any Ancillary Agreement (defined on **Schedule A-1**) relevant to any Services; and (d) "Industry Standards" (defined in the EPC Agreement). In addition, during the Service Term, the System Manager shall provide Services in a manner and to the extent necessary to reasonably ensure that the System Warranties (defined on **Schedule A-1**) are and remain in full force and effect in accordance with their respective terms.

A.I.3 **Access to Site**. During the Service Term, the System Owner shall provide to the System Manager access to the System as reasonably necessary to allow the System Manager to perform the Services required under this Agreement. The System Manager shall perform the Services in a manner that, to the extent commercially reasonable and practicable, minimizes inconvenience to, and interference with, the System Owner and the System Owner's employees, contractors, and invitees.

A.I.4. **Services Warranties**. The System Manager represents and warrants to the System Owner that all Services shall be provided (a) with due care; (b) in a professional and workmanlike manner; (c) by technicians who are duly qualified to provide such Services and, as required by applicable law, each of whom shall be certified or licensed in the area(s) in which each such technician performs Services; and (d) in accordance with the requirements of **Section A.I.2** hereof and all applicable laws, regulations, and ordinances.

EXCEPT FOR THE EXPRESS WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SERVICES SET FORTH IN THIS AGREEMENT, THE SYSTEM MANAGER MAKES NO IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES DELIVERED HEREUNDER. NOTHING HEREIN SHALL SUPERSEDE OR LIMIT ANY WARRANTIES SET FORTH IN THE EPC AGREEMENT.

A.I.5. **Subcontractors**. With ten (10) days prior written notice to System Owner, and so long as System Owner does not object within such ten (10) day period, the System Manager may subcontract any portion or portions of the Services to one or more subcontractors that are qualified to perform such Services. The System Manager shall remain responsible for all Services undertaken by subcontractors. The System Manager shall be responsible for all payments and contractual obligations to its subcontractors and, so long as Service Fee payments to the System Manager are made when due hereunder, for the removal of any mechanics and materialman's liens and encumbrances of its subcontractors. The System Manager shall cause all subcontractors to comply with this Agreement and shall assure that any subcontractor engaged by the System Manager to perform Services under this Agreement shall be qualified to perform such Services and shall have all licenses, permits and certifications necessary to perform such Services and as required hereby. All terms and conditions of this Agreement shall apply to any subcontractors retained by the System Manager to perform Services, whether or not specifically mentioned in such term or condition. Without limitation, before commencing the provision of any Services hereunder and accessing the Site, each subcontractor shall be required to maintain and provide to the System Owner and the System Manager evidence that the subcontractor has procured and is maintaining the same types of insurance that the System Manager is required to maintain pursuant to **Section X** of this Agreement. Each policy so maintained by a subcontractor shall name the System Owner and Site Owner as additional named insureds for so long as the subcontractor is retained to perform

and performs Services. The System Manager shall have the right to provide subcontractors with a copy of all or any portion of this Agreement, any Operations and Maintenance Manual, any Legal Requirements, any Statement of Work (defined on Schedule A-1), and/or any communications from the System Owner to the extent relevant to Services being performed or to be performed by the subcontractor. Notwithstanding that the System Manager may subcontract specific functions and Services hereunder, the System Manager shall retain direct responsibility for overseeing the provision of all Services under this Agreement.

A.I.6. Compliance with Provisions of Ancillary Agreement. In carrying out their responsibilities under this Agreement, the System Manager and all subcontractors thereof shall be required to adhere to and comply with those requirements of the Ancillary Agreements listed on Schedule A-2.

A.I.7 Performance Guarantee. System Manager shall operate the System in accordance with the guarantee and other provisions set forth on Exhibit F.

II. SERVICE FEES

A.II.1. Payment of Service Fees. Within the time frames for payment of Service Fees established by the relevant Exhibit of this Agreement, the System Owner shall make all payments for all undisputed amounts under this Agreement by check or electronic funds transfer in immediately available funds to the account designated by System Manager.

A.II.2. Nonpayment of Maintenance Services Fees. Any payment of any undisputed Services Fee or any undisputed Reimbursable Cost (defined on Schedule A-1) that is not made when due shall bear interest accruing from the date becoming more than thirty (30) days past due until paid in full at a rate equal to the lesser of ten percent (10%) per annum, or the maximum rate allowed under applicable law in the jurisdiction where the System is located. In addition, if the System Owner fails to pay any undisputed Services Fee in any Contract Year (defined on Schedule A-1) when the same is due and fails to cure such default within thirty (30) days after receipt of written notice of the non-payment, then, until the unpaid amounts (together with any interest) are paid in full, and in addition to, and not in lieu of, any remedy for nonpayment available to the System Manager at law or in equity, the System Manager shall have the right to cease performance of Services, without thereby being in breach hereof. Further, in the event of the System Owner's nonpayment of undisputed Reimbursable Costs when due and until such unpaid undisputed Reimbursable Costs, together with any interest thereon, are paid in full by the System Owner, in addition to any other remedy available to the System Manager, the System Manager shall have no obligation to incur additional Reimbursable Costs in the first instance, even if such action by the System Manager will interfere with or delay the performance of Services hereunder; and the System Manager

will not be liable hereunder for any breach of this Agreement attributable to such permitted actions.

III. TERMINATION.

A.III.1. Service Termination for Convenience. Notwithstanding any other provision herein to the contrary, from and after the fifth (5th) anniversary of the Effective Date, each of the System Manager and the System Owner shall have the right to terminate this Agreement for convenience, which termination will be effective ninety (90) days after the date on which the terminating party provides a written termination notice to the other party, or at such later date as provided in the written termination notice. Furthermore, Owner shall have the right to terminate this agreement upon thirty (30) days written notice if the System Manager fails to operate the System in accordance with the guarantee and other provisions set forth in Exhibit F.

A.III.2. For Cause. Notwithstanding the foregoing, the Service Term shall end and this Agreement may be terminated for cause at any time as follows:

(a) Upon the material breach of this Agreement by a party, the non-breaching party may terminate the Service Term and this Agreement effective thirty (30) days after such party delivers to the breaching party a written termination notice describing such breach, if, on or before such thirtieth day, the breaching party has failed to cure the breach described in the termination notice; or

(d) Upon the liquidation of, the filing of a petition in bankruptcy (which, in the event of an involuntary petition, shall not be deemed to occur if such bankruptcy case is withdrawn and terminated within 45 days after the involuntary filing) with respect to, the abandonment of the business of, the dissolution of, or an assignment for the benefit of its creditors by a party (the "liquidating party"), the other party may terminate the Service Term and this Agreement effective upon delivery of a written termination notice to the liquidating party.

A.III.3. Effect of Service Termination. All unsatisfied obligations of a party accruing prior to or on the last day of the Service Term shall be due and payable or performable in full as of the last day of the Service Term. After the last day of the Service Term neither party shall incur any new rights or obligations under this Agreement. The expiry or termination of this Agreement shall not (a) prejudice the rights of either party to any remedies sought thereafter or to any rights or obligations then outstanding or specified or implied to survive expiry or termination or (b) affect the System Warranties.

IV. NO LIENS OR ENCUMBRANCES.

No lien or encumbrance shall be imposed on, or shall attach to,

the System as a result of the action or inaction of the System Manager, or Services performed by or for the System Manager (including Services performed by any subcontractor contracted by the System Manager).

V. SYSTEM ALARMS

A.V.1. System Alarms; Assessment. Upon learning of any event or circumstance, including Utility outage, Force Majeure event, vandalism, other weather events (“Alarm”) affecting the safety or protection of persons, endangering the System or property located at or about the System during the Service Term, or otherwise causing damage to or interfering with the function of the System, the party learning about such Emergency shall promptly notify the other party. Upon being notified or otherwise becoming aware that any Alarm has occurred, System Manager shall promptly assess the nature and extent of the Alarm. This assessment as well as any Services in response are “Additional Services” unless otherwise provided herein.

A.V.2. Critical Response. (a) If the nature of any Alarm is such as to require, in the reasonable determination of System Manager after assessment, immediate or prompt action (each a “Critical Response”) to prevent further damage or injury or to avoid material losses, the System Manager will undertake such Critical Response, using reasonable efforts to keep System Owner advised of the scope of such Critical Response. After providing any Critical Response that involves Additional Services, System Manager will prepare and deliver to the System Owner a written Statement of Work (“Critical Response SOW”) detailing the nature and scope of Additional Services undertaken or required to be undertaken, the estimated Service Fees relating to such Additional Services (if any), and the Reimbursable Costs incurred to provide the Critical Response. By written notice delivered to the System Manager within 30 days after receipt of any Critical Response SOW, the System Owner may dispute in good faith any item on the Critical Response SOW. During the 60-day period following the delivery of a dispute notice, the parties will work together in good faith to resolve the dispute and to achieve a final Critical Response SOW to which both parties can agree. If the parties fail to resolve any such dispute within such 60-day period, then each party shall have the right to terminate this Agreement effective 30 days after delivery of written notice to the other party so long as such termination notice is delivered no later than 30 days following the last day of the 60-day dispute resolution period.

A.V.3. Non-Critical Response. If the nature of any Alarm, in the reasonable determination of System Manager after assessment, is such that it does not require a Critical Response but does require some Additional Services or incursion of some Reimbursable Costs (each a “Non-Critical Response”) to address the issues caused by the Alarm, then within a reasonable period after assessment of such non-critical Alarm, System Manager will prepare and deliver to the System Owner a written Statement of Work (“Noncritical Response SOW”) detailing the

Services undertaken, or required to be undertaken, the estimated Service Fees relating to such Services (if any), and Reimbursable Costs required to be incurred to provide the Non-Critical Response. Before the System Manager undertakes any material Additional Services, or incurs any material Reimbursable Costs pursuant to any Noncritical Response SOW, the System Owner and the System Manager shall finally agree on the terms of the related Noncritical Response SOW.

VI. INDEMNIFICATION; LIMITATION OF LIABILITY; DISPUTE RESOLUTION.

A.VI.1. Indemnification. Each party (“indemnifying party”) will indemnify, defend and hold harmless the other party, its directors, elected officials, officers, members, managers, partners, employees, agents and representatives (“indemnified parties”) for any costs, expenses, liabilities, obligations, damages and losses, including without limitation, attorney’s fees, expert witness fees and disbursements (collectively, “Losses”) suffered by the indemnified parties either directly or as a result of a third party claim, arising out of a material breach of this Agreement by, or the negligence or wrongful acts or omissions of, the indemnifying party or its subcontractors and its and their respective employees, agents, contractors, and representatives. Each indemnified party shall provide written notice to the indemnifying party of any claim for which indemnification may be sought under this Agreement promptly upon receipt thereof; however, the failure to provide such notice shall not affect the right of the indemnified party to relief hereunder, unless the indemnifying party is materially and adversely affected by such failure.

A.VI.2. Procedure. The indemnifying party shall have sole charge and direction of the defense of any suit or proceeding (provided that no false assertions may be made) based on any claim, demand, loss, damage, cause of action, suit on liability for which it is responsible under Section A.VI.1 and shall fulfill its obligations hereunder if it indemnifies the indemnified party for such claim by paying for the reasonable costs, expert witness fees and reasonable attorneys’ fees the indemnified party incurs and any judgment finally awarded against the indemnified party or monetary settlement approved by the indemnifying party. The indemnifying party shall not enter into any non-monetary settlement or admit any fault without the consent of the indemnified party, which consent shall not be unreasonably withheld or delayed. The indemnified parties shall give such assistance as may reasonably require in such defense. If the indemnifying party fails to defend diligently such suit or proceeding, the indemnified party may, in its reasonable discretion, either defend such suit or proceeding or settle the claim which is the basis thereof, all at the expense of the indemnifying party, any settlement to be with the consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed.

A.VI.3. Limitations. (a) EXCEPT AS PROVIDED IN (1)

SECTION A.VI.3(b), AND (2) IN THE EVENT OF PERSONAL INJURY OR PROPERTY DAMAGE, IN NO EVENT WILL THE SYSTEM MANAGER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, SAVINGS, REVENUE, USE, DAMAGED FILES OR DATA, OR BUSINESS INTERRUPTION, THAT MAY ARISE IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT OR TORT OR OTHERWISE, EVEN IF THE SYSTEM MANAGER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR A CLAIM BASED ON GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, MALFEASANCE, OR FRAUD, THE TOTAL LIABILITY OF SYSTEM MANAGER FOR ANY CLAIM UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO SYSTEM MANAGER UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE ALLEGED LIABILITY OR CLAIM, PROVIDED THAT THE SYSTEM MANAGER SHALL BE LIABLE FOR UP TO THE CONTRACT PRICE APPLICABLE IN THE EPC AGREEMENT FOR DAMAGE TO THE SYSTEM TO THE EXTENT SUCH DAMAGE IS CAUSED BY THE SYSTEM MANAGER'S BREACH OF ITS OBLIGATIONS UNDER SECTION A.I.2.(a) AND SUCH DAMAGE WOULD OTHERWISE BE COVERED BY THE MANUFACTURER WARRANTIES APPLICABLE TO THE SYSTEM.

(b) System Manager shall not be liable for damage or destruction to the Site or to the System, other than to the extent such damage or destruction is caused by System Manager or any subcontractor retained by System Manager.

A.VI.4. Dispute Resolution. It is the intent of the parties that all disputes arising under this Agreement, including any dispute under Section A.V, be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact with the designated personnel of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for such matters. Before any dispute arising under this Agreement, other than as provided below, may be submitted to arbitration or litigation, the parties shall first follow the informal and escalating procedures set forth below:

(a) The complaining party's representative will notify the other party's representative in writing of the dispute, and the non-complaining party will exercise good faith efforts to resolve the matter as expeditiously as possible.

(b) In the event that such matter remains unresolved thirty (30) days after the delivery of the complaining party's original written notice, a senior representative of each party shall, within

ten (10) business days of a request by either party, meet or participate in a telephone conference call to resolve such matter.

(c) In the event that the parties' participation in the meeting or conference call specified in (b) above does not resolve such matter, an executive level representative of each party shall, within ten (10) business days of the request by either party, meet or participate in a telephone conference call to resolve such matter.

(d) If the parties are unable to reach a resolution of the dispute after following the above procedure, or if either party fails to participate when requested, the parties may seek any other remedies they may have under this Agreement.

To the extent that the timing or notice requirements for dispute resolution under this Section A.VI.4 conflict with the timing or notice requirements for dispute resolution under any other provision of this Agreement, including under Section A.V, such other Agreement provision shall supersede and control any conflicting requirement under this Section A.VI.4.

VII. SYSTEM MANAGER'S COVENANTS.

As a material inducement to the System Owner's execution, delivery and performance of this Agreement, the System Manager covenants and agrees to the following:

A.VII.1. Permits and Approvals. The System Manager shall maintain and secure all licenses, permits, and certifications necessary or reasonably desirable to enable System Manager to satisfy its obligations under this Agreement. Penalties arising from the System Manager's failure to comply with this covenant shall be the sole responsibility of the System Manager.

A.VII.2. Health and Safety. The System Manager shall take all necessary and reasonable safety precautions with respect to providing Services under this Agreement that shall comply with all applicable laws pertaining to the safety of persons and real and personal property. The System Manager shall immediately report to the System Owner any death, lost time injury, or property damage to the System Owner's or Site Owner's property that is observed by the System Manager during the course of providing Services, whether or not caused by the System Manager.

A.VII.3. Electric Utility Regulation. The System Manager shall not claim by this Agreement that the System Owner is (a) an electric utility, (b) is subject to electric utility regulation, (c) is subject to regulated electric rates or (d) is providing electric utility service to any person.

A.VII.4. Sufficient Expertise. The System Manager has the requisite expertise and sufficiently skilled manpower, personnel and resources (including necessary supervision and support

services) to provide Services in accordance with this Agreement. The System Manager shall ensure that its employees and permitted contractors have the requisite training and are otherwise able to competently deliver the Services as required by this Agreement.

A.VII.5. Taxes. The System Manager, as an independent contractor, assumes the responsibility for payment of all local, state, or federal taxes, as well as all excise and payroll taxes and any other fees or contributions arising from the operation of the System Manager's business. Notwithstanding the above, all property taxes and business taxes related to real property (Site) and System ownership shall be the responsibility of the System Owner.

A.VII.6. Availability Guarantee. For the Service Term, the System Manager guarantees to System Owner that the System will be "Available" on the terms and subject to the conditions set forth on Exhibit F; and to the extent such "Availability Guarantee" is not satisfied for any "Service Year," System Manager will pay System Owner "Availability LDs", subject to the terms and conditions of, and with such terms being as defined on, Exhibit F.

VIII. SYSTEM OWNER'S COVENANTS.

As a material inducement to the System Manager's execution, delivery, and performance of this Agreement, the System Owner covenants and agrees as follows:

A.VIII.1. Notice of Damage. The System Owner shall promptly notify the System Manager of any matters it is aware of pertaining to any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System or the Services.

A.VIII.2. Electric Utility Regulation. Neither the System Owner nor the System Manager shall claim by this Agreement that it, or the other, is (a) an electric utility, (b) is subject to electric utility regulation, (c) is subject to regulated electric rates or (d) is providing electric utility service to the System Owner.

A.VIII.3. Legal Requirements. The System Owner shall provide to the System Manager a copy of each Legal Requirement (excluding codified or otherwise publicly available laws, regulations or ordinances) promptly upon receipt thereof by the System Owner.

IX. CONFIDENTIALITY, NON-SOLICITATION.

A.IX.1. Confidentiality. Each of the System Owner and the System Manager (each a "Restricted Party") shall maintain in strict confidence and shall not disclose or use all confidential and proprietary, nonpublic information of the other party (each a "Other Party"), including information relating to the System, or the Other Party, including without limitation, all records and

reports of the maintenance, operation and energy output of the System, except for such disclosures as may be reasonably required to enable the Restricted Party to carry out its responsibilities under this Agreement. Once confidential or proprietary information of the Other Party becomes public (through no fault of the Restricted Party) the obligations of non-disclosure and non-use of such information shall no longer apply. Further, nothing in this Agreement shall prohibit a Restricted Party from disclosing the Other Party's confidential or proprietary information if legally required to do so, so long as the Restricted Party first notifies the Other Party of such required disclosure and affords the Other Party an opportunity to dispute or seek to narrow the extent of such required disclosure.

Notwithstanding any provision of this Agreement, including the provisions of this Section A.IX.1., nothing shall prohibit or in any way restrict Owner from disclosing information, including Confidential Information, in response to a request made under the California Public Records Act (Cal. Gov't Code §§ 6250-6276.48) and/or whenever disclosure is required under applicable law. Additionally, public statements made during a public meeting or hearing conducted by Owner's legislative body, or any committee or commission thereof, shall not be and are not prohibited, restricted or otherwise subject to the provisions of this Section.

X. INSURANCE.

A.X.1. Maintenance of Insurance. The System Manager shall for the Service Term provide and maintain in full force and effect, at no additional cost to the System Owner, the insurance coverages set forth on Exhibit E. All other insurance shall be the responsibility of the System Owner.

A.X.2. Evidence of Insurance. A Certificate or Memorandum of Insurance evidencing the required coverage and limits will be furnished to the System Owner at such other times as reasonably requested by the System Owner. Such certificates and policies shall set forth that the System Owner and Site Owner are additional named insureds under such policies and financing parties additional insured under such policies. The System Manager agrees to provide, and such insurance policies shall provide, to the System Owner at least thirty (30) days' prior written notice of cancellation or material change to policies. In the event the System Manager fails to furnish proof of coverage or fails to maintain any required coverage during the term of this Agreement, the System Owner will, in addition to all its other rights and remedies under this Agreement, have the right to withhold any and all payments until the System Manager has complied with the requirements of Sections A.X.1 and A.X.2.

A.X.3. System Owner Insurance. Without limiting the last sentence of Section A.X.1, the System Owner shall for the Service Term provide and maintain in full force and effect, at System Owner's cost, the following insurance coverages:

(i) Commercial General Liability Insurance (including operations, products, and completed operations): \$1,000,000 per occurrence for property damage and personal injury; and \$2,000,000 for general aggregate and for products/completed operations. If Commercial General Liability insurance or other form with a general aggregate limit is used across the System owned by System Owner or System Owner's affiliates, either the general aggregate limit shall apply damage.

(ii) Excess liability: \$5,000,000 per occurrence.

(iii) Property insurance (including business income coverage with a waiting or deductible period not to exceed twenty (20) days) covering the full replacement cost of all of System Owner's real and personal property constituting the System, which insurance shall provide for a deductible of no more than \$50,000 per occurrence.

(a) Evidence of Insurance. Within thirty (30) days after the Commencement Date and annually thereafter during the Term, the System Owner shall deliver to System Manager certificates of insurance (on ACORD 25, Certificate of Liability Insurance, or equivalent) evidencing such coverage. These certificates shall indicate in the additional remarks section (or on ACORD 101, Additional Remarks Schedule, or equivalent) that System Manager has been endorsed as a cancellation notice recipient entitled to receive at least thirty (30) days prior written notice from the insurer in the event of any cancellation or termination of coverage.

(b) Payment of Deductible. The payment of any deductible under any System Owner's property insurance shall be the responsibility of System Owner, unless the loss covered by such insurance is caused by the negligence, gross negligence or willful misconduct of System Manager, in which case the deductible would be subject to indemnification under this Agreement, and, as applicable, subject to payment by System Manager, provided, however, that in no event shall System Manager be liable in any consecutive twelve (12) month period for a deductible amount in excess of the cap on System Manager liability set forth in this Agreement.

XI. REPRESENTATIONS AND WARRANTIES.

In addition to any other representations and warranties contained in this Agreement, each party (a "**representing party**") represents and warrants to the other as of the Effective Date that:

(a) The representing party is duly organized, validly existing and in good standing in the jurisdiction of its formation.

(b) The representing party has the full right, power and authority to enter into, execute, deliver and perform its obligations under this Agreement.

(c) The representing party has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement.

(d) This Agreement, and every other document executed and delivered in accordance with this Agreement, constitutes the legal, valid and binding obligation of the representing party, enforceable against such representing party in accordance with its terms, subject to equitable defenses.

(e) There is no litigation, action, proceeding or investigation pending or, to the best of the knowledge of the representing party, threatened on any basis before any court or other governmental authority by, against, affecting or involving any of the business or assets of the representing party that would affect its ability to carry out the transactions contemplated herein.

(f) The execution of, and performance under, this Agreement by the representing party shall not violate any of its governing documents, any existing law, rule, regulation, order or the like applicable to it, or any agreement to which it is a party.

XII. MISCELLANEOUS.

A.XII.1. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA.

A.XII.2. Notices. All notices or other communications under this Agreement required or permitted to be given hereunder in writing shall, unless expressly provided otherwise, be in writing, properly addressed, postage pre-paid (as applicable), and delivered by hand, electronic mail, certified or registered mail, return receipt requested, or courier which requires a signed receipt for delivery to the appropriate address as shown on the cover page of the Agreement or as otherwise designated from time to time by providing notice thereof of other addresses.

A.XII.3. Entire Agreement. This Agreement (including all Exhibits and Schedules) constitutes the entire agreement between the parties relating to the provision of Services during the Service Term and supersedes all prior agreements, understandings, negotiations, whether oral or written, of the parties. The section headings used herein are in no way intended to interpret or limit the terms and conditions hereof; rather, they are intended for purposes of convenience only. Notwithstanding the foregoing, the parties agree that this Agreement covers different subject matter than and is separate from the EPC Agreement and does not supersede the EPC Agreement.

A.XII.4. Amendments. No amendment, supplement, modification, termination or waiver of this Agreement shall be enforceable unless executed in writing by the parties.

A.XII.5. Assignment. This Agreement is binding on any successors and assigns of the parties. Each party may assign this Agreement, including all of its rights, interests or obligations hereunder, to any party that succeeds to all or substantially all of the business of the assigning party, provided that the assignee shall execute an instrument in favor of the other party hereto whereby the assignee assumes and agrees to be bound by all of the terms and conditions of this Agreement, and the assignor shall remain obligated for its performance of this Agreement prior to the effective date of such assignment. Further, the System Owner may collaterally assign its rights and obligations under this Agreement to any party providing equity or debt financing for the System and in connection with such collateral assignment, System Manager shall execute and deliver such consents to collateral assignments and legal opinions as may be requested by such financing party. Otherwise, neither party may transfer or assign this Agreement, in whole or in part, without the other party's written consent. The limitation on assignment shall not prevent or hinder the System Manager from using qualified subcontractors to complete all or any part of its obligations hereunder, subject to the restrictions set forth in Section A.I.5.

A.XII.6. Non-Waiver; No Third Party Beneficiaries. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of any of its rights with respect to the other party or with respect to this Agreement or any matter or default arising in connection with this Agreement be construed as a waiver of any other right, matter or default. Any waiver shall be in writing signed by the waiving party. This Agreement is made and entered into for the sole benefit of the parties, and their permitted successors and assigns, and no other person or entity shall be a direct or indirect legal beneficiary of, have any rights under, or have any direct or indirect cause of action or claim in connection with this Agreement.

A.XII.7. Severability. In the event that any provision of the Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of the Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

A.XII.8. Counterparts. This Agreement may be executed in one or more counterparts, and each of such counterparts so executed shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement shall be deemed executed when signed below by the representatives for each party, whereupon this Agreement shall enter into full force and effect in accordance with its terms.

A.XII.9. Relationship of the Parties. The relationship of the parties under this Agreement is that of independent contractors. This Agreement is not intended to create a partnership or any other co-owned enterprise. Neither party shall be deemed to be the employee, agent, partner, joint venturer or contractor of any other party under or in connection with this Agreement. Each party will be responsible for all costs and expenses incurred by it in connection with the negotiation, execution and performance of this Agreement.

A.XII.10. Defined Terms. Capitalized words used but not defined in the text of these General Conditions have the meanings assigned to them on Schedule A-1.

<<<<END OF GENERAL CONDITIONS>>>>

**Schedule A-1 to
EDF RENEWABLES DISTRIBUTED SOLUTIONS
OPERATIONS AND MAINTENANCE SERVICES AGREEMENT**

In addition to capitalized terms used and defined on the cover page to the Agreement or in the General Conditions, the following capitalized terms are defined as provided on this Schedule A-1 to the EDF Renewables Distributed Solutions Operations and Maintenance Services Agreement dated as of [] in effect by and between the System Owner and the System Manager (the “**Agreement**”).

A-1-1. “**Ancillary Agreement**” means any of the EPC Agreement and the Interconnection Agreement.

A-1-2. “**BESS**” means the battery energy storage system installed at the Site having a capacity of approximately 250 kW (DC) / (500 kWh), which system is inclusive of the batteries, control system, container, HVAC and all balance of system components located inside of the container.

A.1.3. “**Contract Year**” means each period of 12 consecutive months commencing the Commencement Date during the Service Term, or such shorter period of consecutive months (and days) if the Service Term terminates on a day, other than an anniversary of the Commencement Date.

A-1-4. “**EPC Agreement**” means the Engineering, Procurement and Construction Services Agreement dated [] between the System Owner and the EPC Contractor pursuant to which the System is procured, installed, constructed and commissioned.

A-1-5. “**EPC Contractor**” means Powerflex Systems, Inc. or System Manager.

A-1-6. “**EV Charging Stations**” mean two (2) electric vehicle charging stations generator to be installed on the carport structure at the Site.

A-1-6. (A) “Force Majeure Event” means, subject to section (C) below, any act or event that delays or prevents a party from performing all or a portion of its obligations under this Agreement, or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control of, and without the fault or negligence of, the party relying thereon as justification for such delay, nonperformance, or noncompliance.

(B) Without limiting the generality of the foregoing, so long as the following events satisfy the requirements set forth in section (A), a Force Majeure Event may include, subject to section (C): (i) natural phenomena, such as storms, tornadoes, hurricanes, floods, lightning, and seismic activity, including earthquakes and volcanic eruptions; (ii) snow, frost, or other weather conditions that cause unsafe working conditions (especially on rooftop projects) or unworkable soil conditions or an inability to safely access the Site or all installed equipment), (iii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the party seeking to be excused from performance; (iv) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, pandemic, epidemic, quarantine, terrorist acts, or rebellion; (v) national or regional strikes or national or regional labor disputes; (vi) action or failure to act by a governmental authority, including a moratorium on any activities related to this Agreement or the failure to sign-off, approve, or inspect the Services, provided that System Manager has performed the Services (a) in compliance with all Law, and (b) in accordance with the terms of this Agreement and sought the signoff, approval, and inspection of the Services, in a diligent manner, using commercially reasonable efforts, and in accordance with Prudent Industry Practice; (vii) any failure or unreasonable delay by System Owner or the utility with respect to review, sign-off, response, approval, or inspection of the Services, or changes to and/or commenting on, any of the plans, specifications, designs, processes, or other similar documents with respect to such Services, provided that System Manager (a) has performed the Services in compliance with, or, as applicable, the plans, specifications, designs, processes, or other similar documents provided by System Manager comply with, all law, the terms of this Agreement and (b) as applicable, has sought the signoff, approval, or inspection of the Services, plans, specifications, designs, processes, or other similar documents in a diligent manner, using commercially reasonable efforts, and in accordance with Prudent Industry Practice; (viii) any environmental, health or safety

condition, occurrence or event (including the presence or release of any hazardous materials) that causes the Site to be shut down or Services to be discontinued to protect human health or property; and (ix) any military action or action by any governmental authority that restricts or limits access to the Site beyond what is contemplated in this Agreement.

(C) Notwithstanding the foregoing, the term Force Majeure Event does not include (i) economic hardship or lack of funds, (ii) changes in market conditions, including a general deterioration in the economy or in the economic conditions prevalent in the industry which the party operates, (iii) inability of System Manager to obtain labor, materials, supplies or equipment to perform the Services, equipment failures or acts or omissions of agents or Subcontractors of System Manager, except to the extent such acts or omissions arise from a Force Majeure Event, (iv) any financial or payment obligations of either party whether arising under this Agreement or otherwise, (v) if and to the extent the party claiming a Force Majeure Event has caused or contributed to the applicable act, event or condition by its fault or negligence or has failed to use commercially reasonable efforts to prevent or remedy such act, event, cause or condition and, so far as possible and within a reasonable time period, remove it; (vi) if the act, event, cause or condition is the result of a breach by the party seeking to invoke Force Majeure of a governmental authorization or of any laws; or (vii) any non-national Site-specific strike or labor action affecting System Manager exclusively.

(D) As of the Effective Date, to the best knowledge of each party, such party can perform its obligations under this Agreement in accordance with its terms, notwithstanding the worldwide COVID-19 pandemic (“COVID Pandemic”) that has occurred and is continuing as of the Effective Date. If, after the Effective Date, either party is rendered wholly or partially unable to perform its obligations hereunder because of an effect of the COVID Pandemic that was not known as of the Effective Date or arose thereafter, the Parties acknowledge and agree that the affected party shall not be precluded from claiming that a Force Majeure has occurred notwithstanding that the COVID Pandemic had occurred and was continuing as of the Effective Date.

A-1-7. “**Generator**” the 450 kW (and related 850-gallon tank) diesel generator to be installed adjacent to the northern building roof top and fire pond at the Site.

A-1-8. “**Interconnection Agreement**” means the Interconnection Agreement executed by City of Lancaster and Southern California Edison

A-1-9. “**Manufacturer Warranty**” means any warranty provided by a manufacturer of any equipment, component, or material incorporated into the System, including, without limitation, the Manufacturer Warranties set forth in the EPC Agreement.

A-1-10. “**Prudent Industry Practices**” means those practices, methods, standards, and acts (including those engaged in or approved by a significant portion of the solar-generated electric power industry and/or the North American Electric Reliability Corporation) of similarly situated engineering or construction firms, as applicable, on projects similar in size, nature, complexity and geographic region as the Project that at a particular time in the exercise of good judgment, and in light of the facts known at the time the decision was made, would have been expected to accomplish the desired result in compliance with all Laws and in a manner consistent with economy and expedition. Prudent Industry Practices are not necessarily defined as the optimal standard practice method or act to the exclusion of others, but rather refer to a range of action reasonable under the circumstances.

A-1-11. “**Reimbursable Cost**” means costs of procurement and expenses plus any related overhead described in detail in a Statement of Work and incurred or to be incurred in the first instance by the System Manager subject to the provisions of this Agreement. Without limitation, the costs of procurement of consumables required in connection with the performance of Services shall be Reimbursable Costs.

A-1-12. “**Statement of Work**” means a statement of work executed by System Manager and System Owner under this Agreement with respect to the provision of Additional Services, Critical Response Services, or Noncritical Response Services, substantially in the form attached to **Exhibit C** as **Schedule C-1**.

A-1-13. "**System Warranty**" means the Work Warranty provided by the EPC Contractor under the EPC Agreement with respect to the System.

A-1-14. "**Utility**" means Southern California Edison.

SCHEDULE A-2

to

EDF RENEWABLES DISTRIBUTED SOLUTIONS

OPERATIONS AND MAINTENANCE SERVICES AGREEMENT

**REQUIREMENTS OF THE ANCILLARY AGREEMENTS APPLICABLE TO
SERVICES**

List specific Ancillary Agreements and the provisions of those Ancillary Agreements with which System Manager must comply when providing the Services.

None

Exhibit B
to
EDF RENEWABLES DISTRIBUTED SOLUTIONS
OPERATIONS AND MAINTENANCE SERVICES AGREEMENT

SERVICES & SERVICE FEES

1. STANDARD SERVICES.

During the Term, in consideration of the payment of the Standard Service Fee, System Manager will provide the following “Standard Services”:

(A) System Manager shall operate the BESS on the Site to charge, store, and discharge energy from, and monitoring and control of the BESS in order to reduce Utility energy and demand charges (collectively, the “Battery Services”). In addition, for as long as the System includes the BESS, System Manager will, with agreement and written direction from the System Owner, operate the System on the Site to sell, provide, transfer, and deliver energy capacity, demand response, resource adequacy, and other resources, support, and utility services (generally and collectively, the “Utility Services” and, together with the Battery Services, the “BESS Services”) to the Utility, the ISO, or grid operators through wholesale ancillary service market transactions, including pursuant to one or more demand response programs; provided that, for avoidance of doubt, such operation shall be in compliance with Section A.I.2.(a). System Manager will notify System Owner of the opportunity to offer Utility Services.

(B) Provide the following preventative maintenance services with the frequency indicated below, which preventative maintenance services System Manager warrants are typical and adequate for the System. With respect to each major System component, Standard Services include those preventative maintenance activities prescribed by the manufacturer of such of major System component to preserve the manufacturer warranty for such component for the applicable term of such manufacturer warranty.

A. BESS

Component/ Type	Task #	Preventative Maintenance Description	Operating Status			Frequency		
			Main AC Bus	Main DC Bus	Aux supply	6 months	Annual	Every X Years
INVERTER								
Unit Housing	1	Check the condition of the housing surface as well as the connection of the unit to their anchor points. In addition, check the housing for dents, scratches, or rust that might degrade the unit or cause it to lose its protection classification. If these types of defects are noticed, the affected parts must be replaced.	NA	NA	NA		X	
	2	Check the cable entries and glands are in good working condition	NA	NA	NA		X	
	3	Clean exterior cabinet, if needed	NA	NA	NA		X	
	4	Check all warning signs	NA	NA	NA		X	
General Inspection	5	Complete a visual inspection of the interior of the inverter.	OFF	OFF	OFF		X	
	6	Check for parts that are damaged, in poor condition, or exhibit signs of premature degradation due to overheating, rust, or other external conditions.	OFF	OFF	OFF		X	

	7	Check for signs of leakage or humidity: if found, take pictures and immediately call the supplier. Do not restart the system before the supplier gives the authorization.	OFF	OFF	OFF	X	
	8	Inspect the interior of the inverter for insects or other animals. If animals are found within the inverter, take necessary measures to remove them.	OFF	OFF	OFF	X	
	9	Ensure that the interior of the unit is free from dust and debris. If any dust or debris are found, clean it with a vacuum cleaner or appropriate cleaning method. It may be necessary to use both pressurized air and a vacuum to remove dust or dirt. Capacitors, coils, relays and all other electronic components that generate magnetic fields tend to accumulate metallic dust. This dust can create insulation resistance and/or losses and/or short circuits. If necessary, increase the frequency of the cleaning.	OFF	OFF	OFF	X	
Cooling Tower/Water Cooling System	10	Check and clean the input/output air protection grid for the heat exchangers and fans. Check that there are no abnormal objects that can interfere with the air flow. If any objects are located, remove them.	OFF	OFF	OFF	X	
	11	Visually check the outer isolation status of the cables (fan).	OFF	OFF	OFF	X	
	12	Visually check the flexible hoses. If any are in poor condition, replace them.	OFF	OFF	OFF	X	
	13	Visual check for leaks in the cooling system. If there is any leakage detected, contact the supplier.	OFF	OFF	OFF	X	
	14	Check the cooling liquid according to the operation manual	OFF	OFF	OFF	X	5
	15	Change cooling fluid	OFF	OFF	OFF		2
	16	Replace the motor drives and blades in the water air heat exchanger	OFF	OFF	OFF		8
	17	Replace the fan	OFF	OFF	OFF		8
Mechanical Inspections	18	Check that all internal mechanical elements are in good working condition and absent of rust, oxidation, corrosion, etc. Repair/replace them, if necessary.	OFF	OFF	OFF	X	
	19	Check that live electrical protection panels (plexiglass panels) are in good working condition.	OFF	OFF	OFF	X	
	20	Check that all inverter doors properly open and close . Check that all joints maintain their elasticity and are not hardening, broken, or wearing away. Check that the unit hinges, locks, and handles are in good working condition and that the unit maintains a high level of protection. If any damage is detected the components should be repaired or replaced.	OFF	OFF	OFF	X	
Fuse Inspection	21	Visually check that all DC fuses are in good working condition and that the top indicator (if any) is in the correct position. If any of the fuses are broken, replace them.	OFF	OFF	OFF	X	
	22	Check the condition of all the other fuses protecting the unit (e.g. Harmonic filter fuses). Check for continuity via a suitable multimeter. If any of the fuses are broken, replace them.	OFF	OFF	OFF	X	
AC and DC Surge Arresters	23	Check that the AC and DC Arrester Status Indicator is not red and that it is installed solidly in its base.	OFF	OFF	OFF	X	
Insulation Wires and Power Connections	24	Visually check the outer isolation status of the power cables	OFF	OFF	OFF	X	
	25	Visually check all power cable connections	OFF	OFF	OFF	X	
	26	Visually check the heat-shrink tube status on the power cables/terminals	OFF	OFF	OFF	X	
	27	Perform infrared thermal scan on power cables and look for hot spots that indicate high resistance.	OFF	OFF	OFF	X	

	28	Check the condition of all cables and lines inside the inverter cabinet	OFF	OFF	OFF	X	
	29	Complete torque check of electrical connections to manufacturer's standards	OFF	OFF	OFF	X	
Inverter Components	30	Visual check of the status of the components on DC side of the inverter	OFF	OFF	OFF	X	
	31	Visually check the status of the components on AC side of the inverter	OFF	OFF	OFF	X	
	32	Visually check the status of the components in the Control Cabinet	OFF	OFF	OFF	X	
	33	Inspect IGBT modules (Look for discoloration, burn marks, and any early signs of a comprised module.)	OFF	OFF	OFF	X	
	34	Inspect AC/DC capacitors (Inspect capacitor casing for melting or signs of corrosion.)	OFF	OFF	OFF	X	
	35	Inspect reactors/transformers (Inspect insulation condition and signs of burning.)	OFF	OFF	OFF	X	
	36	Inspect relays for visible damage	OFF	OFF	OFF	X	
	37	Perform visual inspection of temperature sensors	OFF	OFF	OFF	X	
	38	Visually inspect the AC/DC filter modules	OFF	OFF	OFF	X	
	39	Inspect circuit boards for discoloration	OFF	OFF	OFF	X	
	40	Perform maintenance of AC and DC circuit breakers according to the manufacturer's instructions	OFF	OFF	OFF	X	
Grounding Inspection	41	Check and test that all the grounding cable connections are compliant with local electrical code	OFF	OFF	OFF	X	
Display	42	Check that the display characters can be properly viewed, along with the access to different menus.	OFF	OFF	ON	X	
Emergency Stop and Enable switch	43	Turn the ENABLE switch and verify the proper opening of the AC and DC switches and that the related alarm is activated.	ON	ON	ON	X	
	44	Reset the ENABLE switch, reset the alarms. Open door by door of the DC and AC sides and check the Error codes on the display to check the door contactors	ON	ON	ON	X	
	45	Reset all alarms and wait till the inverter is back in operation (call the operator)	ON	ON	ON	X	
Miscellaneous Items	46	Check that the heating fans are working properly. For this, activate the heating fans via VNC (call the operator).	OFF	OFF	ON	X	
	47	Replace the internal fans and, if installed, the heater fans of option "Heating"	OFF	OFF	OFF		8
BATTERY RACKS							
E-Stop	48	Open the e-Stop circuit (through the e-stop button located on the shelter) and check that all BPUs are being disconnected	ON	ON	ON	X	
Inspection of Battery Racks	49	Rack Doors: Inspect hinges, locks, adjustments, latching and locking mechanism are in good working condition Rack structure: Inspect for any rust or other damage	OFF	OFF	ON	X	
Torque Checks	50	Verify torque mark positions (retorque if needed). Check torque (9 Nm) for 10% of the connections Check torque (9 Nm) of all connections every 5 years	OFF	OFF	ON	X	5
Voltage Test	51	Measure the voltage of the entire rack, and for each rack (at the BPU connections)	OFF	OFF	ON	X	
Insulation Resistance	52	Measure the insulation resistance on each rack, with a Megger, between Battery(+) and GND, Battery(-) and GND (DC 1000V 60sec)	OFF	OFF	ON	X	
BATTERY SHELTER							
Ground Connections	53	Check all safety ground connections	OFF	OFF	ON	X	

Sensor Calibration	54	Place portable temperature/humidity sensors on different places of the enclosure (1 close to the humidity sensor, 1 close to other temperature sensors) and close the doors for at least 15 minutes. Afterward, record the temperature and humidity measured during the interval and communicate it to the plant operator.	OFF	OFF	ON		X
Exterior	55	Check that exterior caulk, paint, seals, flashing on exterior walls and roof is in good working condition.	NA	NA	NA		X
Interior	56	Check that caulk and paint on floor and ceiling are in good working condition	NA	NA	NA		X
AC Electrical	57	Check conduit runs, penetrations, circuit breakers	OFF	OFF	NA		X
DC Electrical	58	Check Bus terminal connections	OFF	OFF	NA		X
Lights	59	Replace lightbulbs, as necessary	OFF	OFF	OFF		X
Doors	60	Check that hinges, locks, adjustments, latching and locking mechanism are in good working condition	OFF	OFF	NA		X
Doors Seals	61	Inspect door seals and verify they are in place and not broken, cut, or decayed. Check latching and locking mechanisms.	OFF	OFF	NA		X
Roof	62	Inspect for roof damage due to falling debris or animal damage	NA	NA	NA		X
Leakage (interior)	63	Inspect for any signs of leaks or water damage on the interior walls and ceiling (leaks, mold)	OFF	OFF	NA		X
Exterior Boxes	64	Inspect exterior boxes for any rust or damage that may have occurred	OFF	OFF	NA		X
Cleaning	65	Exterior / interior cleaning, if needed	OFF	OFF	NA		X
Warning signs	66	Check all warning signs	NA	NA	NA		X
Equipment Racks (inside shelter)	67	Internal equipment rack: Inspect for any rust or damage that may have occurred on the control equipment inside the shelter (24Vdc power supplier, communication cables, PLCs, Switches, etc.)	OFF	OFF	NA		X
Equipment Racks (inside shelter)	68	UPS power supply: check the charge level of the battery power for the UPS and record in the maintenance report	OFF	OFF	NA		X
HVAC							
Air Filter	69	Replace the air filter whenever it is visibly dirty.	OFF	OFF	OFF		X
Evaporator	70	If the evaporator becomes clogged or dirty, it may be cleaned by careful vacuuming or with a commercial evaporator cleaning spray.	OFF	OFF	OFF		X
Condenser	71	Inspect the outdoor condenser coil and the cabinet air reliefs for dirt or obstructions. Remove foreign objects such as leaves, paper, etc.	NA	NA	NA		X
Cabinet	72	The cabinet may be cleaned with a sponge and warm, soapy water or a mild detergent.	NA	NA	NA		X
Drains	73	Regularly check the two condensate drains. Check each line to ensure that condensate flows freely. If a commercial drain solvent is used, flush out the drain pan and system with plenty of fresh water to prevent corrosion.	NA	NA	NA		X
Lubrication	74	Oiling of the condenser fan motor or the evaporator blower motor is not recommended.	NA	NA	NA		X
Operation	75	Operate both the cooling and heating cycles	OFF	OFF	ON		X
DC SWITCH							
Cables, Connections	76	All bus connections to be inspected (loose connections, hot spots)	OFF	OFF	NA		X
Fuses	77	Visually check that the DC fuses are in good condition. If one of the fuses is broken, replace it.	OFF	OFF	NA		X
Torque Checks	78	Cable and Buss Connection Torque Check, per manufacturer's specifications	OFF	OFF	NA		X
FIRE SYSTEM							
Canisters	79	Check Canister	OFF	OFF	ON		X

Detectors	80	Check smoke detectors	OFF	OFF	ON		X	
Inspection	81	All systems shall be thoroughly inspected and tested for proper operation	OFF	OFF	ON		X	
Test per NFPA72	82	Test the controller per NFPA 72 requirements (Replace back-up battery every 3 years from date of manufacture if applicable).	OFF	OFF	ON		X	
BESS SWITCHBOARD								
Unit Housing	83	Check the condition of the housing surface as well as the connection of the unit to their anchor points. In addition, check the housing for dents, scratches, or rust that might degrade the unit or cause it to lose its protection classification. If these types of defects are noticed, please immediately notify the owner.	NA	NA	NA		X	
Torque Checks	84	Visually verify that all torqued connections are intact, if not, please re-torque and note.	NA	NA	NA		X	2
1000 KVA TRANSFORMER								
Unit Housing	85	Check the condition of the housing surface as well as the connection of the units to their anchor points. In addition, check the housing for dents, scratches, or rust that might degrade the unit or cause it to lose its protection classification. If these types of defects are noticed, the affected parts must be replaced.	NA	NA	NA		X	
Torque Checks	86	Visually verify that all torqued connections are intact, if not, please re-torque and note.	NA	NA	NA		X	2
ENTIRE SYSTEM								
Ground Connections	87	Check all safety ground connections	OFF	OFF	NA		X	
DC Cables	88	Check DC cables between inverter and battery shelter	OFF	OFF	NA		X	
Emergency Stop	89	Push the emergency stop on the battery shelter and verify that: -DC bus is deenergized (Led OFF on the DC Switch) -Each Battery rack is disconnected (Led on the Rack BPU is Red)	ON	ON	ON		X	

2. STANDARD SERVICE FEE

The annual fee payable for The System's Standard Services shall escalate annually over the Service Term as set forth in the table below.

Operating Year	Standard Service Fees Per Year
1	\$5,705
2	\$5,828
3	\$5,955
4	\$6,085
5	\$6,219
6	\$6,357
7	\$6,499
8	\$6,645
9	\$6,794
10	\$6,948
11	\$7,106
12	\$7,269

13	\$7,436
14	\$7,608
15	\$7,785

3. PAYMENT OF STANDARD SERVICE FEES

The annual Standard Service Fee due for each Contract Year shall be paid in advance in two equal installments, one installment payable on the first day of such Contract Year and the second installment due 6 months (or 182 days) after the first day of the Contract Year. The first payment under the Agreement is due on the Commencement Date.

4. REIMBURSABLE COSTS

Unless otherwise provided in the applicable Statement of Work, Reimbursable Costs will be due and payable net 30 days after delivery of an invoice covering such Reimbursable Costs.

Attachment I

BESS Checklist

Remote Tasks

Maintenance Task	Frequency	Ok/N/A	Not Ok	Notes
Battery Control System Reporting				
Analyze the "error log" of the battery controller to identify any intermittent faults.	Monthly			
Verify communications from Battery Controller to internet.	Monthly			
Verify data logging is functional for each device for which data is being logged.	Monthly			

Onsite Tasks

Maintenance Task	Frequency	Ok/N/A	Not Ok	Notes
Physical Container				
Inspect container for damage (vandal, rodent, collision).	Yearly			
Verify doors can be opened from the inside without keys.	Yearly			
Verify High Voltage labeling on each door is in place.	Yearly			
Visually verify that container meets weather-proofing requirements.	Yearly			
Verify lightning protection is intact.	Yearly			

Maintenance Task	Frequency	Ok/N/A	Not Ok	Notes
Verify container is grounded is connected.	Yearly			
Inspect portable Class C fire extinguisher.	Yearly			
Inspect UPS power supply (if installed).	Yearly			
Verify that area is clean.	Yearly			
Inspect container for damage (vandal, rodent, collision).	Yearly			
External AC Input				
Verify container AC Breakers can be actuated.	Yearly			
Verify External AC cable is in good condition.	Yearly			
Verify External AC cable terminals and heat shrinks are in good condition.	Yearly			
External Communications Wiring				
Verify that all communications wires are labeled.	Yearly			
Verify that all junction boxes, hubs, and routers are installed and secure.	Yearly			
Verify that all communications wiring is in good condition.	Yearly			
Verify that all communications cables are securely plugged in.	Yearly			
Check that there are no sharp bends in any fiber-optic cable.	Yearly			
External DC Output				
Verify DC Disconnect can be actuated.	Yearly			
Verify External DC cable is in good condition?	Yearly			
Verify External DC cable terminals and heat shrinks are in good condition?	Yearly			
Verify external DC cables are connected to proper DC buss bars?	Yearly			

Maintenance Task	Frequency	Ok/N/A	Not Ok	Notes
Check for corrosion on DC terminations.	Yearly			
Verify area is clean	Yearly			
Battery Racks				
Check for corrosion on rack DC terminations.	Yearly			
Verify continuity of rack communications wiring.	Yearly			
Verify the ground connection of each rack.	Yearly			
Battery Modules				
Check for corrosion on rack DC terminations.	Yearly			
Verify latest software is downloaded to each module.	Yearly			
Verify fan operation of each module.	Yearly			
Verify the ground connection on each module.	Yearly			
String Boxes				
Verify that latest software is downloaded to string box.	Yearly			
Check for corrosion on string box DC terminations.	Yearly			
Verify rack DC cables are in good condition.	Yearly			
Verify rack DC cable terminals and heat shrinks are in good condition.	Yearly			
Verify rack DC cables are connected to proper terminations on the string box.	Yearly			
Verify main buss bar DC cables are in good condition.	Yearly			
Verify main buss bar DC cable terminals and heat shrinks are in good condition.	Yearly			
Verify main buss bar DC cables are connected to proper terminations on the string box.	Yearly			
Battery Control System				

Maintenance Task	Frequency	Ok/N/A	Not Ok	Notes
Verify communications wiring to/from Battery Controller.	Yearly			
Verify that latest software is downloaded to Battery Controller.	Yearly			
Balance of System (BOS) Checks				
Check HVAC system in accordance with manufacturer's recommendations.	Yearly			
Check Fire Detection system in accordance with manufacturer's recommendations.	Yearly			
Check Ground Fault Detector in accordance with manufacturer's recommendations.	Yearly			
Check Security system in accordance with manufacturer's recommendations.	Yearly			
Check UPS system in accordance with manufacturer's recommendations.	Yearly			
Operational Checks				
Perform capacity test in accordance with Table 7	Yearly			

Exhibit C
to
EDF RENEWABLES DISTRIBUTED SOLUTIONS
OPERATIONS AND MAINTENANCE SERVICES AGREEMENT
ADDITIONAL SERVICES & ADDITIONAL SERVICE FEES

C.I. Scope of Additional Services.

Additional Services are all Services provided by System Manager that are not Standard Services or Warranty Services. Additional Services may include Critical Response Services, Noncritical Response Services and Services to address Manufacturer Warranty fulfillment that are not covered or included within Warranty Services.

Except for Additional Services provided to address Manufacturer Warranty fulfillment that are not covered or included within Warranty Services, Additional Services will be reflected on an agreed Statement of Work entered into by System Manager and System Owner before or after (as to Critical and certain Non- Critical Response Services) the Additional Services are provided.

C.II. Additional Services Fees

Except as otherwise agreed by System Manager and System Owner, System Manager will not charge System Owner any fee for the provision of Additional Services; however, System Manager will be entitled to be reimbursed for parts, equipment, and materials incident to the provision of Additional Services. Unless otherwise provided in the applicable Statement of Work, reimbursements for parts, equipment, and materials incident to the provision of Additional Services will be due and payable net 30 days after delivery of an invoice covering such reimbursement.

SCHEDULE C-1
to
EDF RENEWABLES DISTRIBUTED SOLUTIONS
OPERATIONS AND MAINTENANCE SERVICES AGREEMENT

FORM OF STATEMENT OF WORK

STATEMENT OF WORK NO. ____ (this “**SOW**” or “**Statement of Work**”) to Operations and Maintenance Services Agreement dated as of [_____], 20[____](“**Agreement**”) between **Powerflex Systems, Inc.**, a Delaware corporation (including permitted successors and assigns, the “**System Manager**”), and City of Lancaster, a California municipal corporation and charter city (including permitted successors and assigns, collectively known as the “**System Owner**”).

1. Defined Terms; Relationship to Agreement:

(a) Capitalized terms used, but not defined in this Statement of Work have the meanings given to them in the Agreement.

(b) Should a contradiction arise between the Agreement and this Statement of Work, the terms in this Statement of Work shall prevail to the extent of the contradiction. Except as provided herein, the terms and conditions contained in the Agreement shall govern the relationship of the parties as described herein.

2. Description of Emergency (if relevant):

3. Scope of Additional Services:

4. Assumptions:

5. Schedule:

6. Additional Services Fees and Reimbursable Costs:

7. Contacts:

(a) System Owner contact: Name: _____
Address: _____

Office Phone: _____

Mobile: _____

Email: _____

(b) System Manager contact: Name: _____
Address: _____

Office Phone: _____

Mobile: _____

Email: _____

IN WITNESS WHEREOF, the System Owner and the System Manager have executed and delivered this Statement of Work as of the last date listed below.

SYSTEM OWNER
CITY OF LANCASTER, a California
municipal corporation and charter city

EDF RENEWABLES DISTRIBUTED
SOLUTIONS, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit D
to
EDF RENEWABLES DISTRIBUTED SOLUTIONS
OPERATIONS AND MAINTENANCE SERVICES AGREEMENT

WARRANTY SERVICES & WARRANTY SERVICE FEES

D.I. Scope of Warranty Services.

D.I.1 – ***Warranty Services in Fulfillment of EPC Contractor Warranty.*** During the term of the Work Warranty under the EPC Agreement, the System Manager will provide assessment, repair, and replacement Services (“**Warranty Services**”) required to fulfill and satisfy the Work Warranty under the EPC Agreement **at no charge to the System Owner** (assuming that System Owner is not in breach under the EPC Agreement).

D.I.2 – ***Warranty Services in Fulfillment of Manufacturer Warranties.*** Without limiting the obligation of System Manager with respect to the enforcement of the Manufacturer Warranties pursuant to **Exhibit B**, during the term of the System Warranty under the EPC Agreement, System Manager shall, as agent for System Owner and at the direction of System Owner, administer and service any Manufacturer Warranty claims (so long as the applicable Manufacturer Warranty is not then expired) on behalf of the System Owner; and, at no additional cost to System Owner, System Manager shall provide overhead office support to administer Manufacturer Warranty claims up to sixteen (16) hours per calendar year per claim (such Services, subject to such limitations, are “Warranty Services”).

D.I.3 – ***Limitations on Warranty Services.*** Without limiting the obligation of System Manager with respect to the enforcement of the Manufacturer Warranties pursuant to **Exhibit B**, Services required to administer Manufacturer Warranty claims in excess of the limitations set forth in **Section D-I-2** shall be “Additional Services” and shall be compensated by System Owner. In addition, any installation Services with respect to any new or replacement equipment or materials in connection with any Manufacturer Warranty claim shall be “Additional Services.” System Owner shall compensate System Manager for Additional Services provided with respect to any Manufacturer Warranty claim in accordance with **Exhibit C**. Under no circumstances whatsoever will either party be required by the other party to initiate or conduct any litigation or other similar proceedings to enforce any Manufacturer Warranty claim. System Manager shall have no liability to System Owner or any other person for any manufacturer’s failure to perform its obligations under a Manufacturer Warranty.

D.I.4 – ***Limitations on System Manager.*** System Manager shall have no authority to, and shall not, take any of the following actions, on or after the Commencement Date, with respect to any Manufacturer Warranties absent prior direction in writing from System Owner: (A) agree to or permit any amendment or modification of any Manufacturer Warranties; (B) waive any of System Owner’s rights or remedies under any Manufacturer Warranties; (C) take any action that would void or impair any Manufacturer Warranties; or (D) agree to or consent to termination of suspension of any Manufacturer Warranty work.

D.I.5 – ***Assignment of Manufacturer Warranties.*** To the extent required to enable System Manager to perform Warranty Services, System Owner will assign to System Manager any Manufacturer Warranty. Upon the date on which the assignment takes effect, System Manager and System Owner will sign such acknowledgements, obtain written consents and acknowledgments from the manufacturers and provide other documentation as reasonably required to ensure that such assignment is effectuated. Upon termination of the Agreement, System Manager shall assign System Owner any Manufacturer Warranties assigned to it pursuant to this **Section D-I-5**.

Exhibit E
to
EDF RENEWABLES DISTRIBUTED SOLUTIONS
OPERATIONS AND MAINTENANCE SERVICES AGREEMENT

INSURANCE COVERAGES TO BE MAINTAINED BY SYSTEM MANAGER

The System Manager shall maintain the following insurance coverage during the Service Term:

(a) *Commercial General Liability* - coverage on a primary, non-contributing, occurrence basis with coverage for (i) premises/operations (including medical payments), (ii) products/completed operations, and (iii) bodily injury (including death) and broad form property damage, personal injury, independent contractors, and contractual liability. Minimum limits shall be \$1,000,000.00 each occurrence and \$2,000,000 in the annual aggregate. This policy must name the System Owner, financing parties, and Site Owner as an additional insureds (using ISO CG 20 10 11 85 or ISO form 20 26 11 85 or both ISO form CG 2010 10 01 and CG 2037 10 01 additional insured endorsements) in relation to the Services and must provide coverage arising out of both ongoing and completed operations. The deductible or self-insured retention shall not exceed \$25,000 per occurrence.

(b) *Commercial Automobile Liability* - covering all motor vehicles, owned or non-owned, used by the System Manager in providing Services, with a minimum limit of \$1,000,000.00 each accident for bodily injury and property damage.

(c) *Workers' Compensation* - sufficient to meet statutory liability limits in the state in which the Services are being performed; and Employer's Liability – in the full limit of liability required by State law.

(d) *Excess Liability* – or Umbrella Liability insurance, with limits of no less than \$3,000,000 per occurrence and annual aggregate with coverage in excess of items (a), (b) and (c – excluding Workers' Compensation) in this Exhibit E above, which coverage shall be materially following form, however, these liability limits may be met with any combination of primary and Umbrella or Excess Insurance policy limits totaling \$5,000,000 per occurrence and in the annual aggregate.

(e) *Professional Liability* – shall be obtained and maintained at its sole cost and expense, throughout the term of the agreement, professional liability (errors and omissions) insurance with a limit of not less than \$1,000,000 per occurrence and in the aggregate. If the policy shall be written on a “claims made” basis then the policy shall include 1) retroactive date that is no later than the start work date and 2) any time a policy is written on a claims made basis is not renewed or the retroactive date changed the System Manager shall obtain or cause to obtain the broadest “tail” or extended reporting coverages commercially available.

(f) *Additional Insurance Provisions.*

1. The additional insured endorsements shall include a primary insurance clause affording primary insurance to the additional insureds. Any insurance maintained by or available to the additional insureds shall be excess of such policies and non-contributory.
2. The coverage provided to the additional insureds must be at least as broad as the coverage provided to the System Manager and may not contain any additional exclusionary language or limitations applicable to the additional insureds.
3. A cross-liability or severability of insurance interest clause shall apply.
4. 30 days' written notice of cancellation and 10 days' notice for non-payment shall be provided to the System Owner, Site Owner, and financing parties. In addition the System Manager shall provide such parties 30 days' prior notice of non-renewal or reduction of limits of liability with respect to any such policies required in this agreement.

Exhibit F
PERFORMANCE GUARANTEE

System Manager hereby provides and guarantees for benefit of the System Owner the Output Guarantee and the Availability Guarantee, as set forth in this Exhibit F. As used in this Exhibit, “**Guarantee Year**” means the twelve month period commencing the sixth calendar month after the Commercial Operation Date and ending on the day before the anniversary of the sixth calendar month after the Commercial Operation Date through the fifth (5th) anniversary of the sixth calendar month after the Commercial Operation Date.

- A. **Output Guarantee.** During the Service Term, for each twelve month period after the Commercial Operation Date (“Operating Year”) through the fifth (5th) Guarantee Year, subject to the provisions of Sections C and D below, the System Manager guarantees that the energy capable of being discharged from the BESS (the “Battery Energy Output”) shall be not less than the Guaranteed Battery Energy Output for that Guarantee Year as indicated in table A.1 below (the “Output Guarantee”).

Operating Year	Guaranteed Battery Energy Output (kWh)
1	430.2
2	416.7
3	405
4	393.3
5	382.5
6	372.6
7	362.7
8	352.8
9	342.9
10	335.8
11	326.7
12	319.5
13	312.3
14	305.1
15	298.8

Output Credit. If, in any Guarantee Year through the fifth Guarantee Year, the Battery Energy Output is below the applicable Output Guarantee, as of the first day of the subsequent Guarantee Year, System Owner shall be entitled to an “**Output Credit**,” which may be used to offset amounts owed by System Owner under this Agreement from and after the date on which the Output Credit first accrues, which Output Credit shall equal: (a) the percentage that the actual output from the BESS is below the applicable Output Guarantee during such Guarantee Year multiplied by (b) the total amount of Battery Service Fees paid by the System Owner to Seller for Battery Services provided in such Guarantee Year. By way of example, if, in a Guarantee Year, the actual output from the BESS was 15% below the Guaranteed Output, and the total Battery Service Fees paid by System Owner to Seller for such Guarantee Year was \$60,000, then the Output Credit for such Guarantee Year would be 15% multiplied by \$60,000 or \$9,000.

In the event that System Owner is entitled to an Output Credit on the date of the expiration or other termination of this Agreement, System Manager shall pay the amount of the Output Credit to System Owner within thirty (30) days of the expiration or other termination of this Agreement.

- B. **Availability Guarantee.** During the Service Term, for each Guarantee Year through the fifth (5th) Guarantee Year, subject to the provisions of Sections C and D, below, the BESS shall not be more than ten percent (10%) “Unavailable”. Whether or not the BESS is Unavailable shall be calculated at the inverter level of the BESS, where Unavailable is defined in accordance with ANSI/IEEE 762-1987 Standard Definition for Use in Reporting Electric Generating Unit Reliability, Availability, and Productivity, Section 4.1.2, which provides: “Equipment is in an Unavailable state when the equipment is not capable of operation because of operational or equipment failures, external restrictions, testing, work being performed, or some adverse condition. The unavailable state persists until the unit is made available for operation by being synchronized to the system in service state.” For any Guarantee Year where the BESS is more than ten percent (10%) Unavailable, other than Excused Unavailability as outlined in § 2.6.8, System Owner shall be entitled to an Availability Credit as set forth below.

Availability Credit. If, in any Guarantee Year through the fifth Guarantee Year, the BESS is more than 10% Unavailable, as of the first day of the subsequent Guarantee Year, System Owner shall be entitled to an “**Availability Credit**,” which may be used to offset amounts owed by System Owner under this Agreement from and after the Availability Credit first accrues, which Availability Credit shall equal: (a) the actual Unavailable percentage of the BESS during such Guarantee Year, *minus* 10%, multiplied by (b) the total amount of Battery Service Fees paid by the System Owner to Seller for Battery Services provided in such Guarantee Year. By way of example, if, in a Guarantee Year, the BESS was 15% Unavailable and the total Battery Service Fees paid by System Owner to Seller for such Guarantee Year was \$60,000, then the Availability Credit for such Guarantee Year would be 5% multiplied by \$60,000 or \$3,000.

In the event that System Owner is entitled to an Availability Credit on the date of the expiration or other termination of this Agreement, System Manager shall pay the amount of the Availability Credit to System Owner within thirty (30) days of the expiration or other termination of this Agreement.

- C. **Excused Unavailability.** The BESS shall not be considered Unavailable and the Battery Energy Output shall not be considered less than the Output Guarantee for any period of time the BESS is not operating due to any of the following (each, an “**Exclusion Event**”):
- i) a Force Majeure Event affecting the BESS or portions of the BESS .

- ii) curtailment of the BESS or parts of the BESS, or any failure or outage of the Utility's distribution or transmission system caused by an event that is external to the BESS and beyond the reasonable control of System Manager;
- iii) a directive by System Owner, the Utility, or transmission provider, applicable Laws, or any Governmental Authority requiring System Manager to shut down or otherwise cease (whether temporarily or otherwise) the operations of the BESS or portions of the BESS;
- iv) events which result in a manufacturer warranty claim, from the time the applicable BESS equipment is adversely affected through to the time at which affected equipment is replaced and returned to operation;
- v) interruption of BESS operations agreed upon in writing between System Owner and System Manager in advance of any outage occurring that may be necessary for System Manager to perform the Services in accordance with this Agreement;
- vi) interruption of BESS operations solely due to System Owner's failure to comply with any of its obligations under this Agreement;
- vii) interruption of BESS operations due to any significant unsafe conditions as determined by System Manager and System Owner, in accordance with Prudent Industry Practice and the Site safety rules and procedures, which unsafe conditions are not the fault of System Manager or the result of any failure of System Manager to perform Services hereunder;
- viii) BESS downtime resulting from tests or inspections requested by the System Owner, the reason for such tests or inspections is not the fault of the System Manager or the result of any failure of the System Manager to perform its Services hereunder;
- ix) failure of the System Owner to make electricity available to the BESS;
- x) System Owner Event of Default;
- xi) BESS downtime (that is not the fault of the System Manager) due to the existence of conditions that are outside of the BESS's programmed safe operating limits;
- xii) Damage to BESS not caused by System Manager; or
- xiii) In the event System Manager is not contracted to provide operations and maintenance services.

If the System is Unavailable for one or more days due to (i) any reason that is not an Exclusion Event; or (ii) any Exclusion Event pursuant to Section C.(i), (ii), (iii) [except to the extent caused by a unilateral directive of the System Owner], (iv), (v), (vii) [except to the extent the unsafe condition is caused by System Owner's action(s)], and/or (xii), then the then-operative Guarantee Year shall be extended on a day-for-day basis for the duration of such Unavailability.

ENGINEERING, PROCUREMENT AND CONSTRUCTION SERVICES AGREEMENT

By and between

CITY OF LANCASTER

as Owner

and

POWERFLEX SYSTEMS, INC.

as Contractor

Dated

As Of _____

ENGINEERING, PROCUREMENT, AND CONSTRUCTION SERVICES AGREEMENT

THIS ENGINEERING, PROCUREMENT AND CONSTRUCTION SERVICES AGREEMENT (this "**Agreement**") is made and entered into as of this [] day of [], 2021 (the "**Effective Date**") by and between **City of Lancaster**, a California municipal corporation and charter city, with principal offices at 44933 Fern Ave, Lancaster, CA 93534 ("**Owner**"), and **Powerflex Systems, Inc.**, a Delaware corporation, with principal offices at 5 Commerce Avenue, West Lebanon, NH 03784 ("**Contractor**"). Each of Owner and Contractor is sometimes referred to as a "Party" and collectively as the "Parties."

RECITALS

A. Owner owns the City Hall building of approximately ninety thousand square feet, (the "**Building**") on certain property comprising approximately four and a half acres, and located at 44933 Fern Ave., Lancaster, CA 93534, which property is more specifically identified and described on **Exhibit B** hereto (the "**Site**");

B. Owner intends to own and operate a battery energy storage facility having a capacity of approximately 250 kW (DC) / (500 kWh) to be installed on the parking lot at the Site, microgrid electrical infrastructure, including switch gear, metering, inverter, energy controls system, and related electrical and other system components ("**Microgrid Infrastructure**") at the Site (collectively, the "**System**"), which System is more fully described in the System Description and Scope of Work attached as **Exhibit A** hereto.

C. Owner operates one or more facilities at the Site that is expected to use the total output capacity of the System.

D. Contractor is in the business of designing, constructing, and commissioning fully installed energy storage, and related systems.

E. Owner desires to retain Contractor, and Contractor desires to be retained, to perform or cause to be performed all work for the design, development, engineering, procurement, installation, construction, testing, start-up and commissioning of the System at the Site in accordance with this Agreement and the provisioning of all labor, materials, machinery, tools, transportation, administration and other services and items required to complete and deliver to Owner the fully integrated, installed, tested, and operational System on a fixed-price basis, all subject to and in accordance with the terms and conditions herein (collectively, the "**Project**").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Schedule 1.1.

ARTICLE 2 SCOPE OF WORK

2.1 Work and Materials.

2.1.1 Owner hereby retains Contractor to perform, furnish, undertake, procure, and provide or cause to be performed, furnished, undertaken, procured, and provided, all work to complete the Project in accordance with this Agreement, which comprises the design, engineering, procurement, construction, installation, interconnection, testing, start-up and commissioning of the System at the Site, diligently and in a good and workmanlike manner and in accordance with the Scope of Work, drawings, plans and specifications set forth in this Agreement, and the provisioning of all materials, including electrical wiring, conduit and other electrical supplies, modules, inverters, controls, racking, combiner boxes, combiner box fuses, and grounding equipment (collectively, the “**Materials**”), machinery, tools, transportation, administration, personnel, labor and other services, and other items required to complete the Project and deliver to Owner the fully integrated, interconnected, installed, tested, and operational System, all on a fixed-price, turnkey basis, and otherwise in accordance with this Agreement, the requirements of the manufacturers of all Materials, applicable standards (including those set forth in **Section Error! Reference source not found.**), and Laws. Such Contractor activities, including the provision of the Materials, collectively are referred to as the “**Work**.” The “Work” includes the Work detailed on **Exhibit A** and also includes the portions of the Interconnection Work that are the responsibility of Contractor as expressly set forth on **Exhibit J**. Regardless of the provisions of **Exhibit J**, the Work shall not include the Utility-side interconnection upgrades or Electrical System upgrades required for the Project, which to the extent required as part of the Interconnection Work (or otherwise) are designated on **Exhibit J** as the responsibility of the Utility or the Owner. Also, the Work includes the provision, selection, engineering, installation, construction, testing, and, during start-up, operation of equipment and materials.

2.1.2 Until the Substantial Completion Date, Contractor shall provide, at Contractor’s cost, all of the utilities, including but not limited to temporary power, that are used or required at the Site in connection with the performance of the Work and the Project prior to the Substantial Completion Date. Following the Substantial Completion Date, all electric power will be provided by Owner at Owner’s cost.

2.1.3 Contractor shall at its own expense conduct the System Tests, as described on **Exhibit E**, excluding any fees for independent technical or engineering consultant review initiated by Owner which will be paid by Owner.

2.2 Owner Obligations. As an express condition to the obligations of the Contractor hereunder with respect to the Project, the provision of the Materials and the performance of the Work, Owner hereby covenants and agrees:

2.2.1 Owner will perform Owner’s responsibilities hereunder with reasonable diligence and without unreasonable delay, including, without limitation, the Project-related work set forth and described on **Exhibit A**.

2.2.2 Owner shall procure and maintain the Governmental Authorizations required to undertake the Work in accordance with this Agreement that are not Permits identified as Contractor responsibilities on **Exhibit L**. Without limitation, Owner shall procure and maintain the Permits identified as Owner responsibilities on **Exhibit L**.

2.2.3 Owner will promptly advise Contractor of any new information about the Project, the Contract Documents, the Work, the Site, any Permits or any other matter that could or with notice or lapse of time would affect the Work or the Project and will provide Contractor with any amendments to such agreements as other documents, as applicable, reflecting such information. All information provided to Contractor by Owner will be true, complete and correct to the knowledge of Owner and will not, to the Owner’s knowledge, omit any fact necessary to make the content of any such information not misleading.

2.2.4 Owner will promptly respond in good faith to Contractor requests for Owner review, consent, or approval pursuant to this Agreement or otherwise in connection with performance of the Work; and, in such regard, Owner acknowledges and agrees that time is of the essence.

2.2.5 Owner shall be responsible for providing or for assuring that Utility provides all interconnection facilities that are required to interconnect the Project to the Distribution System in accordance with the Interconnection Agreement.

2.2.6 Owner shall timely perform the Interconnection Work to be performed by Owner, if any.

2.2.7 Without limiting Contractor's rights under **Article 9**, if Owner fails to timely perform any Owner obligations pursuant to this **Section 2.2**, and such failure adversely affects the Project Schedule or causes an increase in the Project costs (including to avoid or reduce an extension of the Project Schedule), the Contractor and Owner shall execute, deliver, and perform a Change Order providing for an equitable adjustment to the Project Schedule or an increase in the Project Cost, in each case as required to address the impact of the Owner performance failure or delay on the Project. Notwithstanding the foregoing, the failure of any utility service to timely perform Interconnection Work to be performed by such utility service shall not constitute a performance failure or delay by Owner and shall not entitle Contractor to any remedy against Owner under this **Section 2.2, Article 9** of this Agreement, or otherwise.

2.3 Contractor Obligations. Without limiting the other provisions of this Agreement and **Exhibit A**, Contractor shall perform, or cause to be performed, the following as part of the Work:

2.3.1 Certification of Completion – Mechanical Completion, Substantial Completion, and Final Completion.

(a) **Mechanical Completion.** Notwithstanding anything to the contrary herein, Contractor agrees that it will provide a Mechanical Completion Certificate executed by Contractor to Owner at least five (5) Business Days prior to the date that Contractor expects the System to have achieved Mechanical Completion along with all documentation necessary for Owner to determine if Mechanical Completion of the System is so achievable. Within fifteen (15) Business Days following the date on which an executed Mechanical Completion Certificate is received by Owner, Owner shall review such certificate and documentation with Contractor for the purpose of determining if the conditions for Mechanical Completion of the System have been achieved. Within such period, Owner shall either (i) countersign and deliver to Contractor the Mechanical Completion Certificate to indicate its agreement that Mechanical Completion of the System has been achieved, or (ii) if reasonable cause exists for doing so, notify Contractor of its belief that Mechanical Completion of the System has not been achieved, including Owner's reasons for believing the same and advising Contractor of the actions it believes are required for the System to achieve Mechanical Completion. The procedures described in this **Section 2.3.1(a)** shall be repeated as necessary until Mechanical Completion of the System has been achieved. The Mechanical Completion Date shall be the date reflected as the date of Mechanical Completion on the last Mechanical Completion Certificate signed by Contractor and countersigned by the Owner pursuant to this **Section 2.3.1(a)**. Owner will use commercially reasonable efforts in good faith to facilitate the achievement of Mechanical Completion for the Project through, among other things, timely responding to requests for review and comment.

(b) **Placed in Service.** The System shall not be Placed In Service prior to the Mechanical Completion Date; and, after the Mechanical Completion Date, the System only shall be Placed In Service by the Contractor after receipt of written approval by the Owner. Owner will provide written approval for the System to be Placed in Service no later than ten (10) Business Days after the Mechanical

Completion Date. If Owner does not provide approval for good cause shown, then the System shall not be Placed In Service pursuant to this **Section 2.3.1(b)**; but the failure to achieve a Placed In Service Date shall not affect the rights and obligations of the Parties with respect to achieving Substantial Completion or Final Completion of the Project. If a Placed In Service Date is not achieved prior to the Substantial Completion Date, then the payment of the Contract Price due on the Placed In Service Date instead shall be due and payable on the Substantial Completion Date.

(c) **Punchlist.** Prior to Substantial Completion of the Project, Contractor shall inspect and prepare a Punchlist detailing all items requiring completion or correction in each case after Substantial Completion, with respect to the Project and shall submit such list to Owner for review. Owner shall have ten (10) Business Days to review and respond to such Punchlist, including to conduct its own inspection of the Project. On or before the tenth (10th) Business Day, Contractor and Owner shall review and agree on the Punchlist Items that should be included on a final listing of Punchlist Items and the timing to complete the Project. This agreed-upon punchlist shall be the official Substantial Completion "**Punchlist**" for the Project. For the avoidance of doubt, inclusion or exclusion of any Punchlist Item on the Punchlist shall not waive Contractor's obligation to correct any defects found prior to Substantial Completion and through the Work Warranty Period.

(d) **Substantial Completion.** On or before the Day on which Contractor believes that Substantial Completion has been completed for the Project, Contractor shall submit to Owner a Substantial Completion Certificate along with all documentation reasonably necessary for Owner to determine if Substantial Completion has been achieved. Within ten (10) Business Days following the date on which an executed Substantial Completion Certificate is received by Owner, Owner shall review such certificate and documentation with Contractor for the purpose of determining if Substantial Completion has been achieved for the Project. Within such ten (10) Business Day period, Owner shall either (i) countersign and deliver to Contractor the Substantial Completion Certificate to indicate its agreement that Substantial Completion has been achieved, or (ii) if reasonable cause exists for doing so, notify Contractor of its belief that Substantial Completion has not been achieved, including Owner's reasons for believing the same and advising of the actions it believes are required to achieve Substantial Completion. The procedures described in this **Section 2.3.1(d)** shall be repeated as necessary until Substantial Completion of the Project has been completed. The date of achievement of Substantial Completion (the "**Substantial Completion Date**") shall be the date reflected as the date of Substantial Completion on the Substantial Completion Certificate that is countersigned by Owner pursuant to this **Section 2.3.1(d)**.

(e) **Final Completion.** On or before the Day on which Contractor believes that Final Completion for the Project has been completed, Contractor shall submit to Owner a Final Completion Certificate along with all documentation reasonably necessary for Owner to determine if Final Completion for said Project has been achieved. Within ten (10) Business Days following the date on which an executed Final Completion Certificate is received by Owner, Owner shall review such certificate and documentation with Contractor for the purpose of determining if Final Completion for the Project has been achieved. Within such ten (10) Business Day period, Owner shall either (i) countersign and deliver to Contractor the Final Completion Certificate to indicate its agreement that Final Completion for the Project has been achieved, or (ii) if reasonable cause exists for doing so, notify Contractor of its belief that Final Completion for said Project has not been achieved, including Owner's reasons for believing the same and advising of the actions it believes are required to achieve Final Completion for the Project. The procedures described in this **Section 2.3.1(e)** shall be repeated as necessary until Final Completion for the Project has been completed. The date of achievement of Final Completion for the Project (the "**Final Completion Date**") shall be the date reflected as the date of Final Completion on the Final Completion Certificate countersigned by Owner. Final Completion for the Project shall be achieved within the timeframe specified on the final Punchlist.

(f) Time of the Essence. The Parties acknowledge and agree that time is of the essence with respect to the achievement of agreement on a final Punchlist, a Substantial Completion Certificate countersigned by the Owner, and a Final Completion Certificate countersigned by the Owner; and the Parties will work in good faith to achieve a final Punchlist and countersigned certificates pursuant to this **Section 2.3.1**.

2.3.2 Standard of Performance. Contractor shall cause the Work (including the design, engineering, construction, and testing of the Project) to be performed: (a) in compliance with all requirements of this Agreement and its Exhibits, and all Laws (including (i) any applicable noise ordinances during the construction of the Project, and (ii) any applicable lighting ordinance during the construction of the Project); (b) in accordance with Prudent Industry Practices and the terms and conditions, System Test requirements and Performance Criteria of this Agreement; (c) in a safe, expeditious, good, and workmanlike manner; (d) in compliance with the applicable requirements of the Interconnection Agreement; (e) in compliance with the safety regulations and standards applicable to the Project and adopted under the Occupational Safety and Health Act of 1970, as amended from time to time; and (f) in compliance with the Site Requirements. Except as otherwise expressly provided in this Agreement, the standard of performance set forth in this **Section 2.3.2** shall apply to all aspects of the Work and the provisioning of the Materials, and this **Section 2.3.2** shall be deemed to be incorporated by reference into each provision of this Agreement describing the Work or describing Contractor's obligations hereunder.

2.4 Final Design and "As-Built" Documents; O&M Manual; Submittals.

2.4.1 As a condition to Final Completion of the Project, Contractor shall deliver to Owner the following:

(a) Final "as-built" or record plans and line diagrams/drawings sealed by Engineer of Record, and test reports, including performance test reports and commissioning documents, in sufficient detail to allow the operation and maintenance of the Project and reflecting any changes in the design (the "**Design**") of the System;

(b) Two (2) paper copies and two (2) electronic on separate compact discs in Microsoft Word or PDF of the final and complete revision of the Operations and Maintenance Manual, which shall include the final "as-built" plans and line diagrams/drawings, equipment specification sheets, warranty information, safety data sheets, applicable health and safety documentation, specific maintenance schedules required to comply with the Work Warranty, and testing and commissioning reports; and

(c) Two (2) paper copies and two (2) electronic copies on separate compact discs in Microsoft Word or PDF of the final and complete revision of the Turnover Package, reviewed and approved by Owner in accordance with **Section 2.4.3**.

2.4.2 On or prior to the Substantial Completion Date, Contractor shall deliver to Owner paper and electronic (in a format reasonably acceptable to Owner) copies of the Operations and Maintenance Manual (in draft form) relating to Materials supplied by Contractor and each of the Subcontractors. Within ten (10) Days of submission of the draft Operations and Maintenance Manual, Owner shall notify Contractor of Owner's approval of the draft, or Owner's reasonable revisions thereto and the reasons for its rejection of all or any portion thereof. In the event of such total or partial rejection or revisions of the draft Operations and Maintenance Manual, within five (5) Days after receipt of notice of such revisions or rejection Contractor shall make appropriate changes to the draft to respond to the Owner's revisions or reasons for rejection and shall resubmit such draft to Owner. Such procedure shall be repeated until receipt of Owner's written approval of the Operations and Maintenance Manual. Substantial

Completion may occur during the process of finalization of the Operations Maintenance Manual contemplated by this Section.

2.4.3 As soon as practicable after the Substantial Completion Date, Contractor shall deliver to Owner one copy of the semi-final draft (as complete as practicable given the then-current status of the Work) of the Turnover Package, either in Turnover Package format or in a form and format available as a result of the design and construction process, as appropriate. The Turnover Package shall be prepared in the English language only. Where any of the information in the Turnover Package was produced by computer-aided design and is available to Contractor or any Subcontractor, Contractor shall provide or cause to be provided to Owner a disk copy of such information in an Intergraph- or AutoCad-compatible format or .PDF. Within ten (10) Days of submission of the draft Turnover Package, Owner shall notify Contractor of Owner's approval of the draft, or Owner's reasonable revisions thereto and the reasons for its rejection of all or any portion thereof. In the event of such total or partial rejection or revisions of the draft Turnover Package, within five (5) Days after receipt of notice of such revisions or rejection Contractor shall make appropriate changes to the draft to respond to the Owner's revisions or reasons for rejection and shall resubmit such draft to Owner. Such procedure shall be repeated until receipt of Owner's written approval of the Turnover Package.

2.4.4 All Submittals shall be delivered to Owner Representative in accordance with **Section Error! Reference source not found.** For greater certainty, no change shall be incorporated in the Work or Materials unless expressly agreed to in writing by Owner in accordance with **Section Error! Reference source not found.**

2.5 Scheduling and Milestones. Contractor shall administer and provide the Work and Materials in accordance with the Project Schedule set forth on **Exhibit C**. If a Limited Notice to Proceed is issued, then Contractor shall also prepare and submit to Owner a preliminary baseline schedule for the Work within thirty (30) calendar Days after issuance of the Limited Notice to Proceed covering design, permitting, procurement, fabrication, delivery, and construction activities for the first ninety (90) Days following issuance of the Limited Notice to Proceed, unless otherwise directed by Owner.

2.6 Risk of Loss. From the Commencement Date through the Day immediately preceding the Final Completion Date, Contractor shall bear the risk of loss and damage with respect to the Project and shall be obligated to repair, replace, or reconstruct any portion of the Work or Materials comprising the Project.

2.7 Clean-Up. From the Commencement Date through the Final Completion Date, Contractor shall at all times keep the Site and the Work in a safe and orderly state, as appropriate in accordance with Prudent Industry Practices, to avoid danger to Persons on the Site and in the immediate vicinity of the Site, and take such measures as are reasonable in accordance with Prudent Industry Practices to prevent access to the Site of any persons not entitled to be there. Contractor shall at all times keep the Site reasonably free from waste materials or rubbish caused by its activities. During the period from Substantial Completion to Final Completion: (a) Contractor shall keep the Work in a safe and orderly state, as appropriate in accordance with Prudent Industry Practices, to avoid danger to Persons on the Site and in the immediate vicinity of the area(s) on the Site where Work continues to be performed, and take such measures as are reasonable in accordance with Prudent Industry Practices; and (b) Contractor's performance of the Work shall not unreasonably interfere with the operation of the Project so long as Contractor can safely and efficiently perform its Work without such interference. As soon as practicable after the completion of all Punchlist Items, Contractor shall remove all of its equipment and materials not constituting part of the Project and complete removal of all waste material and rubbish from and around the Site. All waste material and rubbish resulting from the Work shall be handled and disposed of by Contractor at its own expense in accordance with all Laws. Contractor shall provide to Owner copies of all waste disposal manifests, if any.

All obligations with respect to waste material and rubbish that are Hazardous Materials shall be governed by **Section Error! Reference source not found.** Should Contractor fail to maintain a clean and orderly Work site, Owner shall notify Contractor of such deficiencies, and Contractor shall within 2 Days remedy such deficiencies and provide notice back to Owner that such deficiencies have been rectified.

2.8 Hazardous Materials.

2.8.1 Contractor shall not, nor shall it permit any of its Subcontractors to, bring, use, generate, or release any Hazardous Materials on the Site, other than either the Materials or any Hazardous Materials to be used by Contractor or any of its Subcontractors on the Site in a manner that both (a) does not violate or contribute to a violation of, or whether individually or on an aggregate basis require reporting or disclosure to any Governmental Authority, Owner or third party under, any Environmental Laws, and (b) is consistent with Prudent Industry Practices and is required or reasonably necessary for Contractor to perform the Work.

2.8.2 Contractor shall bear all responsibility and liability for Hazardous Materials used, generated or released on the Site by Contractor, or any of its Subcontractors, whether such Hazardous Materials are permitted to be brought on the Site pursuant to this **Section 2.9** or are brought on the Site in violation of this **Section 2.9**; provided, Owner shall bear the responsibility and liability with respect to any Hazardous Materials on the Site prior to the commencement of the Work or released at any time by Owner, Owner's other contractors, or third parties acting under the control of Owner (collectively "pre-existing Hazardous Materials"). Contractor shall not be responsible for any pre-existing Hazardous Materials encountered at the Site; *provided, however*, that Contractor shall be responsible for any negligent mishandling or disturbance by Contractor or any of its Subcontractors of any pre-existing Hazardous Materials encountered at the Site. If such pre-existing Hazardous Materials are encountered at the Site by Contractor, Contractor shall promptly, upon recognizing such condition (a) stop the Work in the affected area of the Site and of which Contractor is aware, and (b) report such condition to Owner in writing. The Project Schedule shall be equitably adjusted to the extent of any Work stoppage in connection with pre-existing Hazardous Materials, provided however, that the uncovering of the Hazardous Materials was not due to Contractor gross negligence. For the purposes of this **Section Error! Reference source not found.**, pre-existing Hazardous Materials shall include Hazardous Materials that were present or existed at or in the Site prior to the date Contractor or any of its Subcontractors began the Work on the Site. Owner expressly assumes the risk of any extra Work costs related to or resulting from the presence of any such pre-existing Hazardous Materials.

2.8.3 Contractor shall reasonably minimize the use of Hazardous Materials in performance of the Work and shall not utilize, or permit or cause any of its Subcontractors to utilize, such Hazardous Materials, whether in their entirety or in such quantities or concentrations, as are prohibited under any Environmental Laws from being imported into or used in the United States. Contractor shall maintain an updated file of all material safety data sheets for all Hazardous Materials used in connection with performance of the Work at or near the Site or at any construction area related to the Project. Contractor shall maintain an accurate record and current inventory of all Hazardous Materials used in performance of the Work at or near the Site or at any construction area related to the Project, which record shall identify quantities and concentrations, location of storage, use and final disposition of such Hazardous Materials.

2.8.4 Subject to the provisions of **Section 2.9.2**, Contractor shall be solely responsible for compliance with Environmental Laws pertaining to Hazardous Materials brought, used, generated, or released in violation of Environmental Laws to the extent such violation is caused by Contractor, or any of its Subcontractors, at the Site and for disposing of all Hazardous Materials brought to or used on the Site by Contractor, or any of its Subcontractors in accordance with this **Section 2.9** through a reputable waste

disposal service in compliance with all Environmental Laws, and Contractor shall maintain written records of such disposal to the extent required by Environmental Laws.

2.9 Subcontractors.

2.9.1 Contractor may engage one or more subcontractors, suppliers, vendors or consultants (collectively, "**Subcontractors**") to provide any Work Contractor is required to provide under this Agreement; provided that Contractor will in any event remain liable for the performance of all of Contractor's obligations hereunder; and Contractor will ensure that all personnel, labor, supervision, and Subcontractors of any tier are properly licensed and qualified to perform the work that they are engaged to perform. As between Owner and Contractor, Contractor agrees that it shall be fully responsible to Owner for the acts and omissions of the Subcontractors and of any Persons directly or indirectly employed by them occurring during the course of their performance of the Work, as it is for the acts or omissions of Persons directly employed by Contractor.

2.9.2 Any costs or expenses incurred by Contractor in connection with any Subcontractor shall be solely for the account of Contractor, and Owner shall have no liability therefor whatsoever.

2.9.3 Nothing contained herein shall (a) create any contractual relationship between any Subcontractor and Owner with respect to the Work or the Project, or (b) obligate Owner to pay, or to cause the payment of, any Subcontractor. No Subcontractor is intended to be, or shall be deemed to be, a third-party beneficiary of this Agreement.

2.9.4 Contractor acknowledges that Owner may have other contractors performing work at or near the Site or that Site Host may be conducting certain activities at the Site. Owner will cooperate with Contractor and will make all reasonable efforts to coordinate the activities of Owner's other contractors and the Site Host to minimize any interference with the Work or the Project Schedule. The Project Schedule shall be adjusted on a 1:1 daily ratio where Owner is unable to coordinate the activities of Owner's other contractors, the Site Host or other third parties, including Utility, that are not under the control of Contractor or its Subcontractors, such that the Work is delayed or unreasonably impeded and Contractor is entitled to relief under **Article 6**. Owner will provide Contractor with reasonably sufficient information concerning the activities of other contractors and the Site Host to allow Contractor to adequately plan the Work in coordination with such activities. The Parties agree that any activities performed by Utility in connection with the Project shall be governed by the provisions of **Section 2.2(e)**.

2.10 Safety.

2.10.1 From the Commencement Date through Final Completion of the Project, Contractor shall take all necessary precautions (in accordance with Prudent Industry Practice) to prevent damage, injury or loss resulting from the performance of the Work by Contractor.

2.10.2 Contractor shall initiate and maintain safety precautions and programs in accordance with the safety program attached hereto as **Exhibit I ("Contractor's Safety Program")** to conform to Laws or other requirements designed to prevent injury to persons or damage to property on, about or adjacent to the Site. Contractor shall conduct all Work in accordance with such Contractor's Safety Program. Contractor shall be solely responsible for initiating, maintaining and supervising all safety measures and programs in connection with the performance of Work. Such precautions and programs shall

include the prevention of injury to local flora and fauna in compliance with Law or otherwise as may be commercially reasonable consistent with Prudent Industry Practices. Contractor shall erect and maintain reasonable safeguards for the protection of workers and the public. Contractor shall exercise reasonable efforts to eliminate or abate all reasonably foreseeable safety hazards created by or otherwise resulting from performance of the Work. Contractor shall, and shall cause all of its employees, agents and Subcontractors to, follow the Contractor's Safety Program and to follow Utility's safety and interconnection protocols (to the extent set forth in the Interconnection Agreement), during the performance of the Work relating to Interconnection.

2.10.3 In the event of any emergency relative to the Project or the Work endangering life or property of which Contractor is aware, Contractor shall promptly notify Owner Representative of any such emergency and the related actions taken by Contractor.

2.11 Books and Records. Contractor shall keep, and shall cause its Subcontractors to keep, such books, records, documents, correspondence and accounts as may be necessary for compliance with its obligations under this Agreement and shall maintain such items for a minimum of three (3) years after the Project's Final Completion Date. The preservation of records aforesaid, may be done solely in digital format without the obligation to maintain hard copy records. Upon Owner's request, Contractor shall provide to Owner, at Owner's cost, copies of such of Contractor's records related to the Work or Change Orders. In addition, within a reasonable period of time after a request therefor, Contractor shall provide Owner, at Owner's cost, with any information regarding quantities and descriptions of the Work that Owner reasonably deems necessary. Owner or any of the Owner's duly authorized representatives, shall, at Owner's cost and expense, have the right upon reasonable advance notice and at Contractor's principal offices or such other location mutually agreeable by the parties, to timely audit, and make examination, excerpts, copies and transcriptions of, Contractor's books, records documents, correspondence and accounts related to the Work in order to verify costs associated with any Work and Change Order performed on a cost-plus basis. Notwithstanding anything to the contrary, any request for information, inspection or audit referred to above in this **Section 2.12** shall be scheduled and conducted in such a manner that minimizes interference with Contractor's business and affairs and at Owner's cost, and any information obtained by Owner or Owner's agents shall be subject to the provisions of **Section Error! Reference source not found.** regarding confidentiality.

2.12 Coordination and Right to Inspect.

2.12.1 Owner, the Owner Representative, and any other representative of Owner designated by Owner to Contractor in writing (collectively, the "**Authorized Persons**") shall have the right to observe and inspect the Work and to maintain personnel at the Site for such purpose, subject in all cases to Contractor's reasonable safety precautions and provided said observation or inspection does not interfere with or result in a delay in the performance of the Work. Such Authorized Persons shall have the right to be present during commissioning and testing of the Project and shall, by way of example and not limitation, have reasonable access to test procedures, quality control reports, and test reports and data. The Project Schedule shall be extended on a 1:1 daily ratio for any delay to the Work caused by Contractor's obligation to accommodate any Authorized Person as aforesaid and for which Contractor is entitled to relief under **Article 6**, provided that such delay was not caused by the Contractor having to make corrections to the Work as a result of the observations and inspections. Contractor shall make arrangements and provide for such access, and Owner shall be responsible for all costs associated with their presence (except as otherwise expressly set forth in this Agreement). Contractor acknowledges and agrees that each of such Authorized Persons shall have the right to observe the Work at all times during the progress of the Work and to inspect and monitor the progress of the Work against the Project Schedule in order to verify compliance with the requirements set forth herein and to verify completion of each individual milestone as detailed in the Project Schedule and, in the case of Owner, take appropriate actions as may be required under this Agreement,

provided such Authorized Persons do not unreasonably impede the performance of the Work and the Authorized Persons fully comply with all Contractor's Safety Program requirements and protocols and as instructed and directed by Contractor's Personnel. Contractor shall have the right in its sole discretion to restrict access or remove from any Site, any Authorized Person who does not comply, is not capable of complying in Contractor's reasonable opinion, or otherwise fails to observe or is incapable of observing the Contractor's Safety Program requirements or other safety restrictions, protocols and instructions of Contractor. Any action by Contractor to remove or restrict Authorized Persons as aforesaid, shall not constitute a breach of this Agreement by Contractor. No observation, inspection or review by Owner shall constitute an approval, endorsement, or confirmation of any drawing, plan, specification, subcontractor, Materials or Work or an acknowledgment by Owner that such drawing, plan, specification, subcontractor, Materials or Work satisfies the requirements of this Agreement; nor shall any such inspection or review relieve Contractor of any of its obligations to perform the Work and furnish the Materials or the Work so that the Project, when complete, satisfies the requirements of this Agreement.

2.12.2 Prior to the Project's Final Completion, Contractor shall, at its sole cost and expense, correct any part of the Work or Materials that is Defective or otherwise not performed in accordance with the specifications contained within this Agreement regardless of the time or place of discovery of such errors and regardless of whether the Owner has previously accepted it through oversight or otherwise; provided that Contractor shall have no obligation to correct, at its sole cost and expense, any part of the Work or Materials that is Defective or otherwise not performed in accordance with this Agreement to the extent the defect or non-conformity is the result of the acts or failures of Owner or any Person acting for or as agent of Owner. In the event that any part of the Work or Materials is discovered to be in a Defective condition or otherwise not in conformance with the specifications for such Work or Materials as contained within this Agreement after Final Completion of the Project, correction of such Defective condition or other nonconformity shall be governed by the Work Warranty.

2.12.3 Contractor agrees to use reasonable efforts to coordinate the Work with the Owner in order to minimize any interference with the Owner's business and affairs. Contractor shall perform the Work on the Site in a manner that complies with all Permits and Site Requirements.

ARTICLE 3 CONTRACT PRICE AND PAYMENTS

3.1 Contract Price. As consideration to Contractor for completing and furnishing the Work and Materials, Owner agrees to pay Contractor **nine hundred seventy-seven thousand nine hundred two Dollars (\$977,902)**, in accordance with **Exhibit M**, and subject to adjustment pursuant to authorized Change Orders (such amount being the "**Contract Price**"). Any payments made by Owner to Contractor in accordance with the Milestone Payment Schedule shall be based on the Contract Price specified in **Exhibit M**. Except as set forth above or with respect to any additions or deductions relating to authorized Change Orders, and as provided in **Section Error! Reference source not found.**, the Contract Price shall not be increased or decreased for any reason under this Agreement.

3.2 Payments of the Contract Price.

3.2.1 Pursuant to the invoicing procedure set forth in **Sections 3.2.2** and **3.3** Owner shall pay the Contract Price to Contractor in installments in accordance with the Milestone Payment Schedule. If the Contract Price has been adjusted after payments of the Contract Price have been made to Contractor, the Contract Price percentage of the immediately succeeding payment (or further payments, as necessary) shall be adjusted such that the sum of such payment and all other previously made payments of the Contract Price are equal to the actual total of the percentage of the Contract Price required to be paid up to such point.

3.2.2 Contractor's right to receive any payment to be paid to it hereunder is conditioned upon its submitting to Owner the following: (i) an Application for Payment identifying the Work or Materials completed or acquired and for which payment is sought pursuant to such Application for Payment, (ii) a project update describing the current progress of the Work and Materials, and (iii) partial lien waivers with respect to the Work or Materials covered by the Application for Payment then being submitted duly executed by Contractor in the form of **Exhibit O**. Each waiver and release of liens provided by Contractor and each of its Major Subcontractors shall provide that all amounts that were due and payable to the certifying party in connection with the Work and Materials as of such date have been paid in full and that the certifying party waives, releases, or relinquishes any lien or security interest or that all liens have been bonded around upon such payment in full. Contractor's right to receive its final payment shall be conditioned upon, in addition to the foregoing and the other provisions of this Agreement, a final lien waiver, in the form attached as **Exhibit P** executed by Contractor and a final lien waiver from each Major Subcontractor and proof of payment to each vendor or supplier of Materials where the cost of the Material supplied by such vendor or supplier exceeds One Hundred Thousand (\$100,000.00) in the aggregate. Owner shall have the right to verify and inspect any Work performed prior to payment being due and payable. If, after such verification and inspection, Owner determines that the Application for Payment does not properly reflect such Work and Materials, Owner may elect not to pay all or any portion of such Application for Payment until it determines, in its reasonable discretion, that such Work and Materials have been performed, provided that Contractor shall have the right to dispute such determination in accordance with **Article 11** hereof and Owner shall pay any undisputed amounts in accordance with this **Section 3**. In furtherance thereof, when Contractor believes that it has completed such Work and Materials, Contractor shall resubmit the information required pursuant to this **Section 3.2.2**. The Owner acknowledges and agrees that time is of the essence with respect to disputing any portion of any Application for Payment and, consistent with this Agreement, the Parties will work in good faith to resolve any dispute as to any Application for Payment.

3.3 Applications for Payment. Contractor shall issue monthly progress Applications for Payment based on Work and Materials performed and in accordance with the Milestone Payment Schedule in **Exhibit M**. Contractor shall deliver to Owner the information and documentation required pursuant to **Section 3.2.2**. Owner shall pay each portion of each Application for Payment within thirty (30) Days after the Application for Payment first is delivered to Owner or, as to any portion of the Application for Payment that is disputed under **Section 3.2.2**, no later than later ten (10) Business Days after resolution of such dispute in accordance with **Section 3.2.2** (or within 30 Days after the relevant Application for Payment is delivered to Owner, if later). For the initial deposit payment due at execution of this Agreement, Owner shall pay Contractor within seven (7) Days of such execution.

3.4 Interest. Payments due under this Agreement not made when due shall incur interest at the rate of ten percent (10.0%) per annum or the maximum legal rate permitted by Law, whichever is less.

ARTICLE 4 COMMENCEMENT

Contractor shall complete any portion of the Work contained in a Limited Notice to Proceed executed by the Parties in relation to the Project (a "**LNTP**") in accordance the terms of such LNTP. Except with respect to work performed under the LNTP and except for Work to be performed by Contractor in advance of receipt of a written notice to proceed with construction, as contemplated by **Exhibit C** (the "**Notice to Proceed**"), Contractor shall not proceed with any portion of the Work until Contractor receives from Owner the Notice to Proceed. Contractor's obligation to commence and perform all the Work as following provision of the Notice to Proceed shall commence upon Contractor's receipt of the Notice to Proceed. If the Notice to Proceed is not issued and delivered by Owner to Contractor on or before the date provided therefor in **Exhibit C**, then such failure to timely issue the Notice to Proceed shall not constitute

a breach of this Agreement but shall be a Material Event and, among other things, the Project Schedule shall be extended by the number of Days between such date and the date on which the Notice to Proceed is issued hereunder. By mutual agreement of the Parties in a signed Change Order or other written agreement signed by the Parties, the Parties may extend the date by which the Notice to Proceed must be delivered hereunder beyond the date provided therefor in Exhibit C. If the Notice to Proceed is not issued by the date set forth in Exhibit C as the same may be extended, then the Parties shall have no further obligation or liability to each other under this Agreement, unless the Parties shall otherwise agree; and, this Agreement may be terminated effective upon delivery by one Party to the other Party of a written termination notice within 120 days after the last date for issuance of a Notice to Proceed pursuant to Exhibit C. Notwithstanding same, Owner shall owe Contractor all amounts owed under any executed LNTP between the Parties.

ARTICLE 5 COVENANTS, REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Contractor

5.1.1 Organization; Authority. Contractor is a corporation duly organized, validly existing in good standing under the laws of the State of Delaware and is qualified and licensed to do business in the state in which the Site is located and where the Work is being performed. Contractor has all necessary power, licenses and authority to execute, deliver, and perform its obligations under this Agreement; the execution, delivery and performance by Contractor of this Agreement have been duly authorized by all necessary action on its part; and, this Agreement has been duly and validly executed and delivered by Contractor and constitutes the legal, valid and binding obligation of Contractor and is enforceable against such Party in accordance with its terms.

5.1.2 No Violation. Contractor is not currently in breach of, in default under, or in violation of, and the execution and delivery of this Agreement and the performance of its obligations hereunder will not constitute or result in any breach of, default under, or violation of, any Law or the provisions of Contractor's organizational documents or any agreement or instrument to which Contractor is bound or to which its assets are subject, which breach, default or violation could reasonably be expected to have a material adverse effect upon the ability of such party to observe the provisions of, and to perform its obligations under, this Agreement.

5.1.3 No Litigation. No suit, claim, action, arbitration, or legal, administrative or other proceeding is pending or, to the best of Contractor's knowledge, threatened that would affect the validity or enforceability of this Agreement with respect to Contractor, the ability of Contractor to fulfill its commitments hereunder in any material respect, or that could result in any material adverse change in the business or financial condition of Contractor.

5.1.4 No Conflicting Interest. Contractor acknowledges and agrees that it does not have and agrees that it shall not acquire any interest, direct or indirect, which would represent a conflict of interest in any manner or degree with the performance of the Work or any other obligations of Contractor under this Agreement.

5.1.5 Intellectual Property Rights.

(a) Contractor represents and warrants to Owner that (i) it owns or is licensed or is otherwise lawfully permitted to use any and all Intellectual Property and to grant to Owner a license to use the Intellectual Property in connection with the Project. As used herein, "Intellectual Property" means each of the inventions, processes, know-how, trade secrets, Design, technical expertise, copyrights,

trademarks, patents and other intellectual property relating to the design, engineering, manufacture, sale, supply, importation, assembly, construction, installation, commissioning, start-up, testing, servicing, repair and use of the Materials and the Work owned by the Contractor and incorporated into the Project.

(b) Owner and Contractor acknowledge and agree that, pursuant to the terms of this Agreement, solely in connection with the Project, Owner is being provided and shall have access to certain intellectual property rights that are (i) now or hereafter owned or controlled by Contractor, including the Design, (ii) created or developed by Contractor pursuant to the performance of Work, including pursuant to any LNTP, or (iii) acquired by Contractor as part of acquiring the Materials (collectively, “**Intellectual Property Rights**”). As between Owner and Contractor, Contractor is and shall be the sole owner of the Intellectual Property and the Intellectual Property Rights, subject to the license granted to Owner by this Agreement. Owner and Contractor agree that the Agreement provides Owner and its representatives with an irrevocable, permanent, transferable, nonexclusive, royalty-free license to use the Intellectual Property Rights solely in connection with the Project, including in completing construction of, operating, transferring, financing, maintaining, rebuilding, and expanding the Project. For the avoidance of doubt, the Parties acknowledge and agree that the provisions of this **Section 5.1.5(b)** shall not limit in any way the ownership rights of Owner in any and all written and electronic work product supplied by Contractor hereunder as a ‘work for hire’ under U.S. Copyright law. Contractor shall not be liable for, and Owner shall defend, indemnify, and hold Contractor harmless against any Liabilities incurred by Contractor as a result of Owner’s use or modification of any Intellectual Property Rights without the involvement or consent of Contractor, except for those uses to which Contractor has expressly granted consent in this **Section 5.1**.

5.2 Representations and Warranties of Owner

5.2.1 **Organization; Authority.** Owner is a California municipal corporation and charter city. Owner has all necessary power and authority to execute, deliver, and perform its obligations under this Agreement; the execution, delivery and performance by Owner of this Agreement have been duly authorized by all necessary action on its part; and, this Agreement has been duly and validly executed and delivered by Owner and constitutes the legal, valid and binding obligation of Owner and is enforceable against such Party in accordance with its terms.

5.2.2 **No Violation.** Owner is not currently in breach of, in default under, or in violation of, and the execution and delivery of this Agreement and the performance of its obligations hereunder will not constitute or result in any breach of, default under, or violation of, any Law or the provisions of Owner's organizational documents or any agreement or instrument to which Owner is bound or to which its assets are subject, which breach, default or violation could reasonably be expected to have a material adverse effect upon the ability of such party to observe the provisions of, and to perform its obligations under, this Agreement.

5.2.3 **No Litigation.** No suit, claim, action, arbitration, or legal, administrative or other proceeding is pending or, to the best its knowledge, threatened that would affect the validity or enforceability of this Agreement, the ability of Owner to fulfill its commitments hereunder in any material respect, or that could result in any material adverse change in the business or financial condition of Owner.

5.2.4 **No Hazardous Materials.** To Owner’s knowledge, there are no Hazardous Materials present on the Site other than those disclosed in **Exhibit B**.

5.2.5 **Available Funds.** Owner has, and will have, available all the funds necessary to pay Contractor the Contract Price, and any other amount owing to Contractor under this Agreement, at the times when such amounts becomes payable under this Agreement.

5.2.6 Engagement of Contractor. Owner has the right to authorize and engage Contractor to construct the Project on the Site.

5.3 Covenants of Contractor.

5.3.1 Payment to Subcontractors; Prevailing Wage Requirement. Contractor shall comply with all legal and contractual requirements applicable to Contractor paying Subcontractors. Additionally, Contractor acknowledges that the Project constitutes a public work and is subject to the prevailing wage and other requirements imposed by Sections 1720-1861 of the California Labor Code; Contractor covenants to and shall comply with and satisfy all such requirements, as and to the extent applicable.

5.3.2 Notice of Delay. If Contractor's Work is delayed for any reason, Contractor shall (a) as soon as practicable notify Owner in writing of the nature, cause, date of commencement thereof, and the anticipated extent of any delay or interruption; (b) immediately exercise all reasonable efforts to minimize the delay; (c) provide a schedule make up plan if delay is not a Material Event; and (d) notify Owner of the cessation or termination of such delay. Failure to provide such required notice shall constitute a waiver of any claims associated therewith.

5.3.3 Title. Title to the Project, including to the Work and Materials, shall pass to Owner on the Final Completion Date. Contractor covenants that when legal title to and ownership of the Work and Materials passes to Owner, such Work and Materials shall be free and clear of any and all liens, claims, security interests or other encumbrances.

5.4 Covenants of Owner.

5.4.1 Access Rights. Subject to satisfaction by Contractor of the restrictions and other provisions in the applicable Permits and Law, Owner shall provide to Contractor (including its Subcontractors) access to the Site in order for Contractor to perform the Work in accordance with the Project Schedule and as contemplated in this Agreement.

5.4.2 Payment of Contract Price. Owner shall pay Contractor for the Work in accordance with this Agreement, including **Article 3**.

5.4.3 Good Faith Cooperation. Owner will use commercially reasonable efforts to respond promptly and in good faith to requests of Contractor made of Owner in connection with the performance of the Work.

5.4.4 Compliance with Laws. Owner shall comply with all Laws in performing Owner's obligations under this Agreement.

ARTICLE 6 SCOPE CHANGES

6.1 Changes in the Work.

6.1.1 During the term of this Agreement, either Contractor or Owner may suggest to the other that a change is desirable or required in the Work or Materials. In either case, Contractor shall submit to Owner a written notice for approval of such change in the Work or Materials in the form of **Exhibit Q** and in accordance with the requirements of this **Section 6.1.1** (a "**Change Order**"). A Change Order shall include an estimate of the actual costs or the savings of actual costs associated with such alteration or change

and an estimate of the changes to the Project Schedule caused by such alteration, together with an explanation of the basis for such estimate. The explanation of the basis for a change in the Contract Price shall include, as appropriate, relevant cost information regarding the portion of the Contract Price that is affected by the requested change, vendor pricing for the cost of Materials added or deleted by such change, and estimated quantities of Materials and labor added or deleted by such change. Each Change Order must specifically set forth the scope of the extra Work, Materials or change, the cost to be added or subtracted from the Contract Price, and the anticipated effect of the Change Order on the Milestone Payment Schedule and the Project Schedule. Subject to **Section 6.1.2**, or as set forth in **Section 6.1.3**, no change shall be incorporated in the Work unless expressly agreed to in writing by Owner, acting in its sole and absolute discretion. Payment for each Change Order is due as provided in the relevant Change Order or, in the absence of a payment provision, upon completion of Work performed under the Change Order and receipt by Owner of Application for Payment for such Work. Upon execution by the Parties of any Change Order, such Change Order and any additional Work and Materials authorized by said Change Order shall be made part of this Agreement.

6.1.2 Contractor is not authorized to make any changes to the Scope of Work, and Owner shall be under no obligation to pay for any change in the Work or Materials, unless such change has been expressly approved by Owner in writing in accordance with this **Section 6.1** of this Agreement or is made by Contractor in the event of an emergency to prevent, avoid or mitigate injury, damage or loss to life or property.

6.1.3 Upon the occurrence of a Material Event that temporarily or permanently prevents Contractor from performing the Work or which adversely affects the cost or time to perform the Work to an actual, demonstrable, and adverse extent, Contractor shall be entitled to an equitable Change Order with respect to the Contract Price and/or the Project Schedule. For the purposes of this Agreement, a “**Material Event**” for Contractor shall mean and refer only to, and only to the extent of:

- (a) delays or interference affecting Contractor’s Work resulting from the acts or failures to act of (i) the Owner or (ii) third parties, including a Governmental Authority, or the Utility, not under the control of Contractor or its Subcontractors, unless such third parties are Contractors’ Subcontractors, suppliers, or similar and such Subcontractor, supplier or similar is impacted during the execution of its work;
- (b) the occurrence of a Force Majeure Event;
- (c) subject to Contractor’s fulfillment of its obligations in **Section 2.9**, Hazardous Materials existing at a Site in violation of Environmental Laws and not brought on the Site by Contractor or any of its Subcontractors, excluding the presence at or in the Site of agricultural pesticides (or pesticide residues or constituents) in such quantities or concentrations as reasonably would be expected to be present on or in lands that are in active use and historically have been used as crop lands;
- (d) the suspension of the Work in whole or in part by Owner for convenience;
- (e) the discovery of an Unexpected Site Condition;
- (f) an Owner Event of Default;
- (g) delays caused by the Utility or Owner, or infrastructure improvements or system upgrades required by the Utility or Owner in connection with the interconnection of the Project to the Distribution System;

(h) material alteration of Contractor's permitting costs, means, methods, costs, or standards for performing the Work directly caused and necessarily required by changes in applicable Laws after the Effective Date (including change in interpretation of Laws by any Governmental Authority), except for changes known or which should have reasonably been anticipated by Contractor prior to the Effective Date;

(i) any delay in obtaining, or any failure to obtain, or the suspension, nonrenewal or cancellation of, any Governmental Authorization, or other problems associated with the issuance of any Governmental Authorization or the application therefor;

(j) without limiting Owner's discretion not to issue a Notice to Proceed, the failure of Owner to issue the Notice to Proceed by the date specified therefor on the Project Schedule;

(k) the failure of Owner to timely obtain and provide to Contractor any Permit required to be obtained by Owner in accordance with this Agreement; or

(l) any other event or circumstance for which another provision of the Agreement expressly requires Owner to provide, or expressly entitles Contractor to, a Change Order.

ARTICLE 7 INDEMNIFICATION

7.1 Contractor's General Indemnity. Subject to Article 8, to the fullest extent of the Law, Contractor shall defend, indemnify and hold harmless, Owner, its subsidiaries and its Affiliates and each of their respective successors, assigns, elected officials, officers, directors, shareholders, managers, members, partners, employees, representatives and agents (each, an "**Owner Indemnified Party**") from and against any and all third-party suits, actions, losses, damages, injuries, liabilities, claims, demands, penalties, assessments, interests and causes of action ("Claims"), expenses (including all reasonable and documented expenses of litigation, court costs, expert witness fees and attorneys' fees), for (a) bodily injury or death to any person, including employees of Contractor; (b) damage to any property; and (c) breach or violation of any obligation or duty of Contractor under this Agreement or under Law, and in each of the instances described in the preceding clauses, to the extent caused by the negligence, gross negligence, willful misconduct, or fraud of Contractor, its Subcontractors, agents or employees, provided that Contractor's indemnity pursuant to this Section 7.1 shall be reduced in proportion to any negligence, gross negligence, willful misconduct, or fraud of any Owner Indemnified Party that contributed to cause such injury or damage. The Contractor's obligations under this Section 7.1 shall survive the expiration or termination of this Agreement. Contractor's indemnity obligations under this Agreement shall apply even if due in part to any concurrent negligence or other fault, breach of contract or warranty, or strict liability without regard to fault of or by an Owner Indemnified Party. The Contractor's indemnity obligations under this Section 7.1 shall terminate and expire on the earlier of: (A) the third (3rd) anniversary of the Final Completion Date, as to any indemnifiable claim unless notice of such claim is provided to Contractor prior to such third (3rd) anniversary provided further that if Owner does not have knowledge of such Claims until after such third (3rd) anniversary but prior to the fourth (4th) anniversary, then Owner shall have one month from first obtaining such knowledge to provide notice of such claim; and (B) the date of repose or expiry set forth in the applicable statute of limitations.

7.1.1 Contractor's Environmental Indemnity. Subject to Article 8, Contractor shall have liability for, and Contractor agrees to indemnify, defend and hold harmless, the Owner Indemnified Party against and from any breach by Contractor of Contractor's obligations under Section 2.9. The Contractor's indemnity obligations under this Section 7.1.1 shall survive the initial expiration or termination of this Agreement but shall terminate and expire on the second anniversary of the Final Completion Date.

7.2 Owner's Indemnity. Subject to Article 8, Owner shall defend, indemnify, and hold harmless Contractor, any Subcontractors, and their respective Affiliates, and each of their respective successors, assigns, officers, directors, shareholders, managers, members, partners, employees, representatives and agents (each a "Contractor Indemnified Party") from and against any and all third party suits, actions, losses, damages, injuries, claims, liabilities, demands, penalties, assessments, interests, causes of action, expenses (including reasonable and documented attorney's fees, of any character, type, or description, including all actual expenses of litigation, court costs, and attorney fees), for bodily injury or death to any person, or damage to any property to the extent caused by the negligence, gross negligence, willful misconduct, or fraud of any Owner Indemnified Party, which act or omission arises out of or is connected with this Agreement or the transactions contemplated by this Agreement, provided that Owner's indemnity pursuant to this Section Error! Reference source not found. shall be reduced in proportion to any negligence, gross negligence or willful misconduct or fraud of the Contractor Indemnified Party. The Owner's obligations under this Section 7.2 shall survive expiration or termination of this Agreement. The Owner's indemnity obligations under this Section 7.1 shall terminate and expire on the earlier of: (A) the third (3rd) anniversary of the Final Completion Date as to any indemnifiable claim unless notice of such claim is provided to Owner prior to such third (3rd) anniversary provided further that if Contractor does not have knowledge of such Claims until after such third (3rd) anniversary but prior to the fourth (4th) anniversary, then Contractor shall have one month from first obtaining such knowledge to provide notice of such claim; and (B) the date of repose or expiry set forth in the applicable statute of limitations.

7.2.1 Owner's Environmental Indemnity. Subject to Article 8, Owner shall have liability for, and Owner agrees to indemnify, defend and hold harmless, each Contractor Indemnified Party against and from any liabilities that arise from or are related to Owner's obligations under Section 2.9 or, subject to Section 2.9.2, with respect to any pre-existing Hazardous Materials or any other Hazardous Material at the Site that were not used, generated or released by Contractor or any of its Subcontractors. The Owner's indemnity obligations under this Section 7.2.1 shall survive initial expiration or termination of this Agreement but shall terminate and expire on the second anniversary of the Final Completion Date.

7.3 Taxes. Contractor shall be responsible for and shall pay (or cause to be paid) all Taxes imposed upon Contractor's net income, all payroll taxes of Contractor, and all import taxes, customs duties, and tariffs on its acquisition of Materials. All other taxes, fees, levies, or other governmental charges of any kind arising in connection with the Work or any Materials procured or supplied hereunder shall be the exclusive responsibility of Owner, including sales, use or transfer taxes on the Work or any Materials or the sale of the Project or any component to Owner. Contractor agrees to indemnify, defend, and hold harmless each Owner Indemnified Party against all Taxes, penalties, and interest resulting from Contractor's failure to remit properly Taxes, fees, levies, or other governmental charges for which Contractor is responsible under this Section 7.3. Owner agrees to indemnify, defend, and hold each Contractor Indemnified Party against all Taxes, penalties, and interest resulting from Owner's failure to remit properly Taxes, fees, levies, or other governmental charges for which Owner is responsible under this Section 7.3. Contractor shall cooperate with the Owner in its application for any tax exemption certificates; and Contractor shall be entitled to rely on any tax exemption certificates for sales tax exemption on photovoltaic generating and related equipment (e.g. - foundations, posts, racks, modules, inverters, wiring) provided by Owner to Contractor prior to execution of this Agreement with respect to the Project. Among other things, the Contract Price has been established based on the availability and applicability of sales tax exemptions for Materials and Work (services) provided to the Project.

7.4 Notification. Each Party shall promptly notify the other in writing of any claims from any third party that may be covered by the indemnities set forth in this Error! Reference source not found.

7.5 Proceedings. The indemnified Party shall give the indemnifying Party such assistance as the indemnifying Party may reasonably require in such defense, and shall have the right to be represented

in such defense by counsel of its own choice. If the indemnifying Party fails to defend diligently such suit or proceeding, the indemnified Party may, in its reasonable discretion, either defend such suit or proceeding or settle the claim which is the basis thereof, without the consent of the indemnifying Party, without relieving the indemnifying Party of its obligations under this **Article 7**, as applicable, and in either case the indemnifying Party shall reimburse the indemnified Party for its expenses, court costs and reasonable and documented attorneys' fees.

7.6 Affiliates. The waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability and the protections of the indemnity and hold harmless obligations expressed in this Agreement shall extend to each Party and its Affiliates and its and their respective successors, assigns, elected officials, officers, directors, shareholders, managers, members, partners, employees, agents and representatives.

7.7 Insurance. Except as otherwise provided in this **Error! Reference source not found.**, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this **Article 7**, the amount owing to the indemnified Party will be the amount of the indemnified Party's damages net of any "net insurance proceeds" received by the indemnified Party following a reasonable effort by the indemnified Party to obtain such insurance proceeds. "Net insurance proceeds" shall be the gross and actual insurance proceeds after deducting all reasonable and documented costs, fees, and expenses incurred in recovering insurance proceeds.

ARTICLE 8 LIMITATION OF LIABILITY

8.1 NO CONSEQUENTIAL DAMAGES. NEITHER OWNER NOR CONTRACTOR, INCLUDING, IN EACH CASE, THEIR RESPECTIVE SUCCESSORS, ASSIGNS, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES, SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING FROM LOSS OF GOODWILL, OR INCREASED COST OF CAPITAL, OR LOSS OF PROFIT OR REVENUE; AND EACH OF OWNER AND CONTRACTOR HEREBY RELEASES THE OTHER PARTY AND EACH OF THE OTHER PARTY'S RESPECTIVE SUCCESSORS, ASSIGNS, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES FROM ANY SUCH LIABILITY. HOWEVER, THE LIMITATIONS ON DAMAGES IN THIS **SECTION Error! Reference source not found.** SHALL NOT APPLY WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES PURSUANT TO **Error! Reference source not found.** WITH RESPECT TO DAMAGES PAYABLE TO A THIRD PARTY FOR CLAIMS MADE BY THE THIRD PARTY FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE.

8.2 Limitation. Notwithstanding anything to the contrary in this Agreement, it is agreed and understood that, except in the event of Contractor willful misconduct or fraud, the total liability of Contractor under this Agreement shall not in the aggregate exceed fifty percent (50%) of the Contract Price, or, if less, the amount tendered and paid to the Contractor hereunder, whether or not such liability is claimed in contract, tort (including negligence and strict liability), warranty, or any other legal or equitable theory; provided, however, that there shall be no cap or limit on the liability of Contractor for (i) any fraud, willful misconduct, or gross negligence on the part of Contractor or its Subcontractors in the course of providing any Work Contractor is required to provide under this Agreement, or (ii) with respect to the indemnification obligations of Contractor pursuant to **Article 7**, to the extent of claims of third parties for personal injury, death, or property damage.

ARTICLE 9
DEFAULT; REMEDIES

9.1 Event of Default. The occurrence of any one or more of the following events shall constitute an event of default (“**Event of Default**”) by a Party (the “**Defaulting Party**”):

9.1.1 A failure by a Defaulting Party to pay any amount due hereunder (except to the extent such amounts are being disputed in good faith) when, after notice by the other Party (the “**Non-Defaulting Party**”) to the Defaulting Party is delivered in accordance with **Section Error! Reference source not found.** hereof, such failure is not cured by payment of the amount due within ten (10) Days after the date that such notice is delivered to the Defaulting Party;

9.1.2 Actual fraud or willful misconduct by the Defaulting Party in connection with this Agreement;

9.1.3 Dissolution or liquidation of the Defaulting Party; *provided that* division into multiple entities shall not constitute dissolution or liquidation;

9.1.4 Assignment of this Agreement or any of its rights hereunder by the Defaulting Party for the benefit of its creditors;

9.1.5 The filing of a petition in voluntary bankruptcy or insolvency or for reorganization or arrangement of the Defaulting Party under the bankruptcy laws of the United States or under any insolvency act of any state, or the defaulting Party voluntarily taking advantage of any such law or act by answer or otherwise.

9.1.6 The filing of an involuntary case in bankruptcy or any proceeding under any other insolvency law against the Defaulting Party as debtor or its parent or any other Affiliate that could materially impact the Defaulting Party’s ability to perform its obligations hereunder; *provided, however,* that the Defaulting Party does not obtain a stay or dismissal of the filing within one hundred eighty (180) Days of the initial filing.

9.1.7 If any representation or warranty made by the Defaulting Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the term of this Agreement if such cessation would reasonably be expected to result in a material adverse impact on the Non-Defaulting Party, it shall constitute an Event of Default unless cured within sixty (60) Days after the date of delivery of written notice by the Non-Defaulting Party to the Defaulting Party.

9.1.8 Except as provided in **Sections Error! Reference source not found.** or **Error! Reference source not found.**, or **9.1.10**, a failure by the Defaulting Party to fully and promptly perform any of its obligations hereunder and continuation of such failure for a period of thirty (30) Days following the date of delivery of notice of such failure given by the Non-Defaulting Party to the Defaulting Party; provided, this provision does not apply to Contractor’s failure to meet the Project Schedule, such failure being addressed in below.

9.1.9 A failure by Contractor to achieve either Substantial Completion or Final Completion of the Project within sixty (60) Days after the date therefor designated in the then-current Project Schedule, unless such failure is excused under this Agreement due to an Owner Event of Default, a Material Event, or otherwise.

9.1.10 Contractor ceases performing a substantial portion of its business, or a substantial portion of such business is suspended or is not being performed, whether voluntarily or involuntarily, which, in either case, has a material adverse effect on Contractor's ability to perform its obligations under this Agreement.

9.2 Remedies upon Event of Default.

9.2.1 Upon the occurrence of an Event of Default by the Defaulting Party (after any applicable cure period described in **Section Error! Reference source not found.**), the Non-Defaulting Party shall have the following rights: (a) to terminate this Agreement by written notice to the Defaulting Party; (b) to suspend performance of its obligations and duties hereunder (other than payments then due and payable) upon written notice to the Defaulting Party; and (c) to pursue any other remedy given under this Agreement or now or hereafter existing at Law or in equity or otherwise, including, in the case of Contractor, recovery of any termination or remobilization costs incurred as a result of an Event of Default of Owner. In the event that a Non-Defaulting Party elects to terminate this Agreement due to an Event of Default by the other, Defaulting Party, the Defaulting Party shall be liable for all actual damages and costs incurred by the Non-Defaulting Party arising from the Event of Default, subject to **Error! Reference source not found.**.

9.2.2 In addition to those remedies available to Owner pursuant to **Section Error! Reference source not found.**, in the event of an Event of Default of Contractor, Owner may, at its option, upon termination of this Agreement pursuant to **Section Error! Reference source not found.**, take possession of the Project and any or all Work and all Materials (whether at the Site or otherwise) for which Owner has paid Contractor in accordance with the provisions of **Error! Reference source not found.**. If Owner makes such election, Contractor shall assign and transfer to Owner all of Contractor's right, title in, and interest to Contractor's contracts with its Subcontractors (including all of the warranties and guarantees (and all claims thereunder)) with respect to the Materials or any other parts of the Project that have been paid by Owner. In the event of any termination of the Agreement pursuant to this **Section Error! Reference source not found.**, Owner may, without prejudice to any other right or remedy it may have, at its option, finish the Work by whatever method Owner may deem expedient (subject to **Section Error! Reference source not found.**). Subject to **Error! Reference source not found.**, Owner shall thereafter have the right to actual damages from Contractor in the sum of the costs incurred by Owner that exceed the Contract Price to finish the Work, and other actual damages flowing from the Event of Default.

9.3 Exclusive Remedy. Notwithstanding the remedies set forth in **Sections 9.2.1** and **9.2.2** or elsewhere in this Agreement, with respect to any Event of Default as to which Contractor is the Defaulting Party for which an exclusive remedy is expressly provided in this Agreement, for example, as set forth in **Article 12** (for breach of Work Warranty), Owner shall be limited to such exclusive remedy. **Duty to Mitigate.** Each Party agrees that it has a duty to mitigate damages and covenants that it will use reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

9.4 Owner's Right to Suspend.

9.4.1 In addition to any other right that Owner may have under this Agreement or at Law, Owner may, at any time after no less than ten (10) Days' written notice to Contractor specifying the effective date of the suspension, require Contractor to suspend the Work, or any portion thereof. Upon receipt of such notice, Contractor will take reasonable steps to suspend the Work as soon as reasonably possible and to secure the Site for the expected period of the suspension. Owner shall remain liable for all costs and expenses incurred by Contractor through the effective date of suspension, and all other amounts due to Contractor under this Agreement, if any, including any demobilization, standby, and remobilization

costs, whether or not Owner instructs Contractor to resume work, all subject to the provisions of this **Section Error! Reference source not found.** The suspension shall not exceed sixty (60) consecutive Days or one hundred (120) Days in the aggregate. Without limiting this **Section 9.5.1**, if the suspension exceeds either of these, such suspension shall be deemed a termination for convenience by Owner in accordance with **Section 9.6**.

9.4.2 Upon providing written notice under **Section Error! Reference source not found.**, Owner shall arrange to immediately discuss with Contractor the specific requirements of the suspension and whether or not Owner anticipates that demobilization, remobilization or idle equipment or personnel will occur as a result of the suspension.

9.4.3 Upon receiving notice under **Section Error! Reference source not found.**, Contractor shall discontinue the Suspended Work, place no further purchase orders, or enter into additional or further subcontracts with respect to the Suspended Work, and promptly make reasonable efforts to obtain suspension terms satisfactory to Owner with respect to all purchase orders, subcontracts, supply contracts, and rental agreements related to the Suspended Work. Contractor shall continue to perform all other portions of the Work that have not been suspended by Owner.

9.4.4 Where requested by Owner, Contractor shall advise Owner of:

(a) the number of Contractor's Personnel and Subcontractor personnel made idle by the suspension;

(b) the labor costs resulting from Contractor's Personnel and Subcontractor personnel made idle by the suspension;

(c) transportation costs for Contractor's Personnel and Subcontractor personnel released during the suspension;

(d) the equipment made idle and associated equipment costs resulting from the suspension; and

(e) any other costing, labor, Materials, or equipment information relating to the suspension that Owner may require.

9.4.5 Owner may at any time authorize resumption of the Suspended Work or any part thereof, by giving Contractor reasonable notice specifying the part of the Suspended Work to be resumed and the effective date of such resumption. Contractor shall resume the Suspended Work on the date and to the extent specified in the notice.

9.4.6 Contractor shall use, as appropriate in Contractor's sole discretion, its employees, equipment, and Materials in such manner, and take such other steps as may be necessary or desirable to minimize the costs associated with the Suspended Work. During the period of Suspended Work, Contractor shall secure and protect the Suspended Work and all Materials and equipment to be used or incorporated therein.

9.4.7 In the event of any suspension of the Work pursuant to this **Section Error! Reference source not found.**, the Project Schedule shall be equitably extended for at least as many Days as the Work has been suspended and such additional period as necessary to allow for reasonable site mobilization.

9.5 Owner's Termination for Convenience. Owner may terminate this Agreement at any time upon ninety (90) Days' written notice to Contractor, without further liability except as provided herein. If Owner exercises its termination right under this **Section Error! Reference source not found.**, as Contractor's sole remedy for payment of the Work for such termination, Owner shall reimburse Contractor for (i) the corresponding value of the full Contract Price for all Work completed and all partial Work in progress, (ii) the amount equal to fifteen percent (15%) multiplied by the total Contract Price less the amount paid to Contractor hereunder (including amounts paid pursuant to **Section Error! Reference source not found.**, but excluding amounts paid pursuant to **Sections Error! Reference source not found.** through **Error! Reference source not found.**), (iii) Contractor's demobilization costs and associated labor time, and (iv) any reasonable, documented third-party costs incurred by Contractor in connection with Contractor's performance under this Agreement, including, without limitation, cancellation fees associated with cancelling and terminating Subcontractors, plus a markup of fifteen percent (15%) in the amounts set forth in **subclause Error! Reference source not found.** Upon such termination, Owner may, at its option, upon payment to Contractor for all undisputed amounts payable pursuant to the preceding sentence, take possession of the Project and any or all Work and all such Materials (whether at the Site or otherwise). If Owner makes such election, Contractor shall assign and transfer to Owner all of Contractor's right, title in, and interest to Contractor's contracts with its Subcontractors (including all of the warranties and guarantees (and all claims there under, except to the extent a claim relates to a liability of Contractor that is not being released)) with respect to the Materials or any other part of the Project. Any amounts paid shall not include any costs incurred by Contractor after the effective date of termination that Contractor reasonably could have mitigated.

9.6 Contractor's Right to Suspend Work Upon Owner Payment Event of Default; Certain Payment Disputes. In the event that (a) Owner has not paid an undisputed portion of an Application for Payment within fifteen (15) Days after the due date for such Application for Payment as provided in **Section Error! Reference source not found.**, Contractor may, after giving written notice to Owner of such late payment, suspend the Work, or any portion thereof. Contractor shall resume the suspended Work within three (3) Days of the date that Owner makes such payment, and shall use its employees, equipment and Materials in such manner, and take such other steps as may be necessary or desirable to minimize the costs associated with the suspended Work. During the period of suspended Work, Contractor shall secure and protect the suspended Work and all Materials and equipment to be used or incorporated therein. For any period of time that Contractor is permitted to suspend the Work pursuant to this **Section Error! Reference source not found.**, Contractor shall be granted an equitable extension to the Project Schedule, based upon the impacts that such suspension has on the Project Schedule.

9.7 Termination for Convenience. Each Party shall have the right to terminate this Agreement for convenience and without cause, without any liability to the other Party, upon written notice delivered to the other party within 60 days after the Effective Date.

ARTICLE 10 FORCE MAJEURE

10.1 Definition.

10.1.1 "**Force Majeure Event**" means, subject to **Section Error! Reference source not found.**, any act or event that delays or prevents a Party from performing all or a portion of its obligations under this Agreement, or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control of, and without the fault or negligence of, the Party relying thereon as justification for such delay, nonperformance, or noncompliance.

10.1.2 Without limiting the generality of the foregoing, so long as the following events satisfy the requirements set forth in **Section Error! Reference source not found.**, a Force Majeure Event may include, subject to **Section Error! Reference source not found.**: (i) natural phenomena, such as storms, tornadoes, hurricanes, floods, lightning, and seismic activity, including earthquakes and volcanic eruptions; (ii) snow, frost, or other weather conditions that cause unsafe working conditions (especially on rooftop projects) or unworkable soil conditions or an inability to safely access the Site or all installed equipment), (iii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iv) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, pandemic, epidemic, quarantine, terrorist acts, or rebellion; (v) national or regional strikes or national or regional labor disputes; (vi) action or failure to act by a Governmental Authority, including a moratorium on any activities related to this Agreement or the failure to sign-off, approve, or inspect the Work, provided that Contractor has performed the Work (a) in compliance with all Law, and (b) in accordance with the terms of this Agreement and sought the signoff, approval, and inspection of the Work, in a diligent manner, using commercially reasonable efforts, and in accordance with Prudent Industry Practice; (vii) any failure or unreasonable delay by Owner or the Utility with respect to review, sign-off, response, approval, or inspection of the Work, or changes to and/or commenting on, any of the plans, specifications, designs, processes, or other similar documents with respect to such Work, provided that Contractor (a) has performed the Work in compliance with, or, as applicable, the plans, specifications, designs, processes, or other similar documents provided by Contractor comply with, all Law, the terms of this Agreement and (b) as applicable, has sought the signoff, approval, or inspection of the Work, plans, specifications, designs, processes, or other similar documents in a diligent manner, using commercially reasonable efforts, and in accordance with Prudent Industry Practice; (viii) any environmental, health or safety condition, occurrence or event (including the presence or release of any Hazardous Materials) that causes the Project or the Site to be shut down or Work to be discontinued to protect human health or property; and (ix) any military action or action by any Governmental Authority that restricts or limits access to the Site beyond what is contemplated in this Agreement.

10.1.3 Notwithstanding the foregoing, the term Force Majeure Event does not include (i) economic hardship or lack of funds, (ii) changes in market conditions, including a general deterioration in the economy or in the economic conditions prevalent in the industry which the Party operates, (iii) inability of Contractor to obtain labor, materials, supplies or equipment to design or construct the Project, equipment failures or acts or omissions of agents or Subcontractors of Contractor, except to the extent such acts or omissions arise from a Force Majeure Event, (iv) any financial or payment obligations of either Party whether arising under this Agreement or otherwise, (v) if and to the extent the Party claiming a Force Majeure Event has caused or contributed to the applicable act, event or condition by its fault or negligence or has failed to use commercially reasonable efforts to prevent or remedy such act, event, cause or condition and, so far as possible and within a reasonable time period, remove it; (vi) if the act, event, cause or condition is the result of a breach by the Party seeking to invoke Force Majeure of a Governmental Authorization or of any Laws; or (vii) any non-national Site-specific strike or labor action affecting Contractor exclusively.

10.1.4 As of the Effective Date, to the best knowledge of each Party, such Party can perform its obligations under this Agreement in accordance with its terms, notwithstanding the worldwide COVID-19 pandemic (“**COVID Pandemic**”) that has occurred and is continuing as of the Effective Date. If, after the Effective Date, either Party is rendered wholly or partially unable to perform its obligations hereunder because of an effect of the COVID Pandemic that was not known as of the Effective Date or arose thereafter, the Parties acknowledge and agree that the affected Party shall not be precluded from claiming that a Force Majeure has occurred notwithstanding that the COVID Pandemic had occurred and was continuing as of the Effective Date, and the affected Party shall be excused from the performance affected thereby, subject to the terms of this **Article X**.

10.2 No Liability if a Force Majeure Event Occurs. Notwithstanding anything to the contrary contained in this Agreement (but subject to the provisions of Section 10.1.3 of this Agreement) the obligations of Owner and Contractor will be excused in the event and to the extent Owner or Contractor, as applicable, is delayed or prevented from performing its obligations hereunder in whole or in part due to a Force Majeure Event. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall take all actions necessary to remove such inability with all due speed and diligence. The nonperforming Party will be prompt and diligent in attempting to remove the cause of its failure to perform, and nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed; *provided, however*, the obligation to use due diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the party having such difficulty. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach or default of this Agreement if and to the extent that any failure or delay in the Party's performance of one or more of its obligations hereunder is caused by a Force Majeure Event. However, the occurrence and continuation of a Force Majeure Event shall not suspend or excuse the obligation of a Party to make any payments due prior to the Force Majeure Event. Without limitation, the Project Schedule shall be updated equitably, upon the occurrence of a Force Majeure Event that interrupts or suspends the progress of the Work.

10.3 Notice; Due Diligence. A Party claiming a Force Majeure Event ("**Claiming Party**") shall: (i) provide oral notice as promptly as practicable followed by written notice to the other Party ("**Non-Claiming Party**") within seventy-two (72) hours after such Party becomes aware of such Force Majeure Event, giving a reasonably detailed written explanation of the event and an estimate of the expected duration and probable effect of the Force Majeure Event on the performance of that Party's obligations hereunder, (ii) use commercially reasonable efforts in accordance with Prudent Industry Practices to remedy the condition that prevents performance and to mitigate the effects of same in order to continue to perform its obligations under this Agreement, and (iii) provide the other Party with weekly status reports of all efforts to mitigate and remedy the Force Majeure Event.

10.3.1 If the Claiming Party has reason to believe that a Force Majeure Event will prevent it from performing its obligations under this Agreement for one (1) month or longer ("**Extended Force Majeure Event**"), it shall notify the Non-Claiming Party in writing within seven (7) Days from the beginning of said Force Majeure Event and shall submit its' plans for the remedy of the Force Majeure Event to the non-claiming Party within five (5) Days of such notification (a "**Force Majeure Remedy Plan**").

10.3.2 While the Force Majeure Remedy Plan is in effect, the Claiming Party shall provide (a) weekly status reports notifying the other Party of the steps that have been taken to remedy the Extended Force Majeure Event, and (b) the expected remaining duration of its inability to perform hereunder.

ARTICLE 11 DISPUTE RESOLUTION

11.1 Governing Law; Jurisdiction. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, without regard to principles of conflicts of law. Except as set forth in **Section Error! Reference source not found.**, any legal claim, suit, proceeding, or action hereunder shall be brought in a state or federal court of competent jurisdiction located in the State of California. By execution and delivery of this Agreement, each of the Parties hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts lying therein.

11.2 Dispute Resolution. In the event of any dispute arising under this Agreement, within ten (10) Days following receipt of written notice from either Party identifying such dispute, the Parties shall meet, negotiate, and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within ten (10) Days of initiating such discussions, or within fifteen (15) Days after notice of the dispute, either Party may seek any and all remedies available to it at law or in equity; *provided however* that if the dispute is a Technical Dispute, the Parties agree that, before either Party may seek any and all remedies available to it at law or in equity, **Section 11.3** shall apply.

11.3 Technical Dispute. If the Parties are unable to resolve a Technical Dispute between themselves to their respective satisfaction, then, within 15 Days after the delivery of one Party to the other Party of a written notice (“**Technical Dispute Notice**”) identifying the Technical Dispute, the Parties will to cooperate in good faith to appoint an Independent Expert mutually satisfactory to the Parties to review and analyze the Technical Dispute and offer a confidential, non-binding, written opinion to the Parties on the matter. During the 30-Day period following appointment of an Independent Expert, each Party, at such Party’s own cost, shall promptly provide to the Independent Expert and to the other Party such data and information as the providing Party deems reasonably necessary to resolve the Technical Dispute. During such 30-Day period, the Independent Expert may conduct telephone or other discussions with the Parties in joint sessions as part of the evaluation of the matter. All information and documents submitted to the Independent Expert shall be treated as confidential and submitted/presented in good faith as if they were part of a confidential mediation process under applicable Law. The Independent Expert shall be charged with issuing a recommendation or opinion with respect to the Technical Dispute no later than 60 Days after the appointment of such Independent Expert. The Parties are free to accept, reject, or modify the written opinion or recommendation of the Independent Expert in their discretion to attempt to resolve the Technical Dispute. If the Parties are not able to resolve the Technical Dispute through this process in its entirety, the submissions to, discussions involving, and written opinion or recommendation of, the Independent Expert shall remain confidential as they were part of a mediation conducted under applicable Law. For the purposes of this Agreement, a “**Technical Dispute**” shall mean a dispute regarding whether the System conforms to the technical specifications in the Agreement, whether the relevant part of the Site where the Project is located meets the required site characteristics, whether the performance or commissioning tests contemplated by the System have been satisfied, and any other Disputes of a technical or engineering nature. All Technical Disputes shall be resolved on an accelerated basis. Each Party shall pay one-half of the fees and charges of the Independent Expert retained with respect to a Technical Dispute.

11.4 Attorneys’ Fees. If any legal action is brought for the enforcement of this Agreement or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Agreement, each Party shall be responsible for its own attorneys’ fees and costs. Notwithstanding the foregoing, in the event any legal action is brought to enforce a final, non-appealable judgment, order, or decision by a court of competent jurisdiction secured by one Party against the other Party arising out of a dispute pursuant to this Agreement, the prevailing Party in such legal action shall be entitled to recover reasonable attorney’s fees and costs in connection with such enforcement action.

ARTICLE 12 WARRANTIES

12.1 Work Warranty.

12.1.1 Work Warranty. Contractor warrants during the Work Warranty Period that:

(a) the Work, including Work performed under any LNTP, shall be free from defects in design, assembly, and workmanship, and (ii) the Materials, including materials installed under

any LNTP, shall be new, unused, and undamaged when installed; (iii) the Work and Materials shall be in compliance with the requirements of this Agreement (including the requirements of **Exhibit A** and the requirements published or provided by the manufacturers of all Materials, and **Section Error! Reference source not found.**); (iv) the Materials shall be in compliance with all Laws, including Environmental Laws;

(b) the Work, including Work performed under any LNTP, will be performed (i) in a good and workmanlike manner, (ii) in accordance with the requirements of this Agreement (including **Section Error! Reference source not found.**), and (iii) in compliance with all Laws, including Environmental Laws;

(c) Collectively, (a) and (b) are the “**Work Warranty.**”

12.1.2 Work Warranty Period. Without limiting the duration of the manufacturer warranty for any Major Materials identified on **Exhibit H**, the Work Warranty shall commence on the Project’s Final Completion Date and shall continue until and expire upon the second (2nd) anniversary of the Final Completion Date (such applicable period, the “Work Warranty Period”); *provided, however*, that if Work is repaired or replaced pursuant to the Work Warranty, then the Work Warranty Period with respect to such repaired or replaced Work shall continue until the later of (i) the expiration of the original Work Warranty Period or (ii) one (1) year from the date of completion of such repair or replacement; *provided, further*, in no event shall the warranty period for repaired or replaced Work extend for a period that is longer than the third (3rd) anniversary of the Final Completion Date. For clarification, if this Agreement is terminated for any reason prior to the Final Completion Date and Owner elects to retain all or any portion of the Work or the Project provided through the Agreement termination date, subject to Contractor’s obligations under this Agreement upon such termination (e.g. – obligation to assign), all such retained Work and such retained Project shall be transferred and retained as-is, where-is, without Work Warranty or other Contractor warranty.

12.1.3 Correction of Deficiencies. If any failure or breach of the Work Warranty occurs prior to the end of the Work Warranty Period, then, subject to any exclusions from the Work Warranty, upon written notice from Owner delivered to Contractor by the last day of the Work Warranty Period or upon Contractor otherwise becoming aware of such failure or breach prior to the end of the Work Warranty Period, Contractor, at its sole cost and expense (including the cost of materials, transportation, labor and equipment), shall as soon as reasonably practicable, repair or replace the Work and Materials, or take some other corrective action to cause the Work and Materials to conform to the Work Warranty and remedy all other resultant damage to the Project in accordance with the requirements of this Agreement.

12.1.4 Exclusions from Work Warranty.

(a) The Work Warranty set forth in this **Section Error! Reference source not found.** shall not apply to (i) damage to any equipment or portion of the Project to the extent such damage is caused by (1) Owner’s failure to operate and maintain such equipment or the Project in accordance with the Operations and Maintenance Manual (other than failure to comply with obvious errors in such Operations and Maintenance Manual); (2) the use of parts in the repair or maintenance of such equipment or Project that are not in accordance with the Operations and Maintenance Manual; *provided* that, if Contractor or its Affiliates is required to operate, maintain, repair or replace Project equipment in accordance with the Operations and Maintenance Manual or otherwise, pursuant to and during the term of a Service Agreement with Owner, the exclusions under this **Section Error! Reference source not found.** shall not apply to the extent of acts or failures by the Contractor or its Affiliates in the performance of the Service Agreement; (3) any Force Majeure Event; (4) normal operating consumables or items that require replacement due to normal wear and tear (other than as a result of a failure under the Work Warranty); or

(5) defect or failure of any Materials to the extent the manufacturer warranties covering such defective or failing Materials have expired in accordance with the terms of such warranties or are not enforceable for any reason other than the negligent or intentional acts or failures of Contractor.

(b) Notwithstanding any condition on or exclusion from the validity or effectiveness of the Work Warranty, in no event shall any such warranty condition or exclusion apply to any action (or any failure to act where a duty or obligation to act is imposed by this Agreement) by Contractor (or any of its representatives, agents, employees or Subcontractors) in violation of this Agreement, or to any action or failure to act by Owner (or any of its representatives, agents, employees or subcontractors) acting under the supervision or at the instruction of Contractor (or any of its representatives, agents, employees or Subcontractors). Any operation, maintenance or service of the Project performed by a Person who is certified and licensed, as necessary, and performs in conformance with the Operations and Maintenance Manual, the manufacturers' specifications, and Prudent Industry Practices, shall not invalidate or otherwise be grounds for an exclusion from the validity or effectiveness of the Work Warranty.

(c) THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, AGREEMENTS, ORAL OR WRITTEN, OR UNDERSTANDINGS WHICH EXTEND BEYOND THOSE SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE WARRANTED WORK, MATERIALS AND EQUIPMENT, OR THE PROJECT.

(d) Owner's right to have Contractor perform the warranty service or to exercise the express rights given to Owner under this **Error! Reference source not found.** during the Work Warranty Period for the Project shall be Owner's sole and exclusive remedy and Contractor's sole and exclusive liability for any defect, damage, deficiency in the Work, or breach or violation of the Work Warranty after Substantial Completion.

12.2 Manufacturer Warranties.

12.2.1 Manufacturer Warranties Generally. **Exhibit H** includes a listing of the term of the manufacturer warranties covering each of the Major Materials identified on **Exhibit H** (the "Manufacturer Warranties"). Upon the date that is the earliest of (i) the Final Completion Date or (ii) the effective date of termination of the Agreement by Owner, Contractor does hereby irrevocably sell, transfer, assign, convey, set over and deliver to Owner all of Contractor's rights, title and interest in, to and under the manufacturer warranties for all Materials incorporated into the Project as of such date. Upon the date on which the assignment takes effect, Contractor will sign such acknowledgements, obtain written consents and acknowledgments from the manufacturers and provide other documentation that Owner reasonably requests to ensure that such assignment is effectuated.

12.2.2 Enforcement of Manufacturer Warranties.

(a) Contractor's assignment of the manufacturer warranties for Materials incorporated into the Project to the Owner pursuant to **Section Error! Reference source not found.** shall in no manner negate Contractor's Work Warranty obligations. To the extent any manufacturer warranty provided by the manufacturer of any Material applies to, or would cover, any claim under the Work Warranty, the Owner will assign, to the extent necessary and if requested by Contractor, to Contractor any Owner rights under the applicable manufacturer warranty for the purpose of fulfilling the Contractor's obligations with respect to the Work Warranty claim; provided, however, said assignment would not adversely impact or impair Owner's rights or remedies associated with the Work Warranty claim. In such

case, Contractor shall have the right to enforce the applicable manufacturer warranty for the purpose of fulfilling the Work Warranty; provided that in no event shall Contractor be relieved from performing its obligations under its Work Warranty unless (other than due to the negligent or willful acts or failures of Contractor) a manufacturer fails to honor any applicable manufacturer warranty.

(b) In addition, during the Work Warranty Period, without limiting or expanding the Work Warranty, at the request of Owner, the Contractor shall enforce in the name and on behalf of the Owner any manufacturer warranties relating to the Materials in the absence of a Work Warranty breach or claim; provided that the Owner shall assign and convey to the Contractor the Owner's rights under such manufacturer and other warranties for such purposes. Notwithstanding the foregoing, Contractor shall have no obligation to incur any out-of-pocket costs or expenses with respect to the enforcement of any manufacturer or other warranties with respect to the System or the Project in the absence of a breach of the Work Warranty, and any such warranty enforcement by Contractor shall be at Owner's cost.

12.3 Owner Cooperation. During the Warranty Period and thereafter, if reasonably required to enable Contractor to provide services to comply with its obligations under **Error! Reference source not found.** (collectively "Warranty Work"), Owner shall provide, or shall arrange for the provision of continuous and suitable access to the Site, so that Contractor may gain access to the Site to inspect the System or the Site and to perform any Warranty Work as soon as requested by Contractor. In addition, Owner shall coordinate operation of the System and activities by Owner and its agents so that neither Owner nor its agents interfere with or impede Warranty Work or other Contractor activity required or permitted under this Agreement, including **Error! Reference source not found.** Owner will provide commercially reasonable cooperation in good faith to Contractor and its agents in connection with the performance of the Warranty Work.

ARTICLE 13 INSURANCE

13.1 Insurance. Contractor, at its own expense, shall procure and maintain in full force and effect all insurance coverages specified in this **Error! Reference source not found.** All insurance coverage shall be in accordance with the terms of this **Error! Reference source not found.** using companies to the extent required by Law, authorized to do business or approved surplus lines carriers in the State for which the work is to be performed.

13.2 Subrogation Waivers. All policies shall provide for waiver of subrogation rights against Owner and its assigns, subsidiaries, Affiliates, elected officials, directors, officers, agents and employees and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such Person insured under any such policy. Contractor releases, assigns and waives any and all rights of recovery against the Owner and all its Affiliates, elected officials, directors, officers, agents and employees, that Contractor may otherwise have or acquire in or from or in any way connected with any loss covered by policies of insurance maintained or required to be maintained by Contractor pursuant to this Agreement or because of deductible clauses in or inadequacy of limits of any such policies of insurance. Each of Contractor's Subcontractors shall be required to provide a waiver of subrogation against the Owner to the extent that this coverage is reasonably available in the market.

13.3 Evidence of Insurance. Evidence of insurance required hereunder in the form of certificate of insurance shall be furnished by Contractor no later than ten (10) Days after the execution of

this Agreement. All such certificates and other evidence of insurance shall provide for Owner to be notified in writing thirty (30) Days prior to any cancellation, nonrenewal or material change in said policies.

13.4 Insurance Coverage. All amounts of insurance coverage under this Agreement are required minimums. Contractor shall be solely responsible for determining the appropriate amount of insurance, if any, in excess thereof. Contractor shall be responsible for the deductible on all policies required herein.

13.5 Failure to Maintain Insurance. If at any time the insurance to be provided by Contractor hereunder shall be reduced or cease to be maintained, then (without limiting the rights of the Owner hereunder in respect of any default that arises as a result of such failure), the Owner may if such default continues after five (5) Business Days' notice to Contractor, at its option maintain the insurance required hereby; and, in such event, Owner may withhold the cost of insurance premiums expended for such replacement insurance from any payments to Contractor.

13.6 Contractor Acquired Insurance. Contractor shall maintain the following types of insurance.

13.6.1 Commercial General Liability Insurance. Commercial General Liability with of one million Dollars (\$1,000,000) per occurrence, two million Dollars (\$2,000,000) general aggregate and \$2,000,000 in the aggregate for products and completed operations. Such insurance shall include, but not be limited to Contractual liability encompassing the indemnity provisions of this Agreement (subject to the policy terms and conditions) personal injury, explosion and collapse. Coverage is required to be written on an occurrence form.

13.6.2 Workers' Compensation/Employer's Liability Insurance. Contractor shall maintain statutory limits for Worker's Compensation to the extent required by Law, during the entire time that any persons are employed by them on the Site in connection with the Project.

13.6.3 Commercial Automobile Liability Insurance. Automobile Liability insurance in respect of all Contractor owned or hired vehicles used on public highways or in any circumstances such as to be liable for compulsory motor insurance in accordance with Law of the State in which the work is being performed. The limit of liability shall not be less than one million Dollars (\$1,000,000) combined single limit for all owned, non-owned and hired vehicles. This provision shall not apply to any personal vehicles of Contractor or Contractor's Personnel to the extent that they are not being used for any aspect of the Work, beyond provided transportation to and from the Site.

13.6.4 Umbrella/Excess Liability Insurance. Umbrella or Excess Liability insurance is required with a limit of five million Dollars (\$5,000,000) per occurrence and in the annual aggregate in excess of the limits of insurance provided in **Sections Error! Reference source not found., Error! Reference source not found.** (with respect to employer's liability) and **Error! Reference source not found.**

13.6.5 Professional Liability Insurance. The Contractor shall provide Professional Liability insurance with limits not less than one million Dollars (\$1,000,000) each claim and two million Dollars (\$2,000,000) in the aggregate.

13.7 General Insurance Provisions.

13.7.1 All insurance required under **Section Error! Reference source not found.** (other than **Section Error! Reference source not found.**) shall be maintained and endorsed to include the Owner. All insurance required by Contractor shall be primary to any insurance carried by Owner.

13.7.2 All insurance required to be maintained in accordance with this **Error! Reference source not found.** shall be placed with financially sound and reputable insurers at the time of inception of such coverage with an AM Best Rating of A- VIII or higher, licensed to do business or approved surplus lines carriers in the State of the location of the Project.

ARTICLE 14 MISCELLANEOUS

14.1 Assignment. Except as provided in **Section Error! Reference source not found.**, neither Owner nor Contractor may voluntarily assign its rights nor delegate its duties under this Agreement, or any part of such rights or duties, without the written consent of the other Party. Neither Owner nor Contractor will unreasonably withhold, condition or delay any requested consent to an assignment that is allowed by the terms of this Agreement. Any such assignment or delegation made without such written consent or in violation of the conditions to assignment set out below shall be null and void. Notwithstanding the foregoing, nothing in this **Section 14.1** shall prohibit Contractor from subcontracting all or any portion of the Work hereunder in accordance with the provisions of this Agreement (provided that no such subcontracting shall relieve Contractor of any obligation hereunder).

14.2 Entire Agreement; Integration; Exhibits. This Agreement and any LNTP, any Change Orders executed and delivered after the Effective Date, and the Schedules and Exhibits attached to this Agreement constitute the entire agreement and understanding between Owner and Contractor with respect to the subject matter hereof and supersede all other prior agreements relating to the subject matter hereof, including any request for or response to proposals or quotes, which are of no further force or effect. Notwithstanding the foregoing, the parties agree that this Agreement covers different subject matter than and is separate from the Service Agreement and does not supersede the Service Agreement. The Schedules and Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of the Schedules and Exhibit, the provisions of first the Agreement shall prevail, and such Schedules or Exhibits shall be corrected accordingly, except that **Exhibit A** shall prevail over this Agreement pertaining to any issues relating to the scope of Work.

14.3 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Owner and Contractor; *provided, that,* for the avoidance of doubt, this Agreement may not be amended by electronic mail communications.

14.4 Severability. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

14.5 Notices. Any notice required or permitted to be given under this Agreement shall be given in writing and shall be deemed effectively given (i) upon personal delivery, (ii) two (2) Business Days after deposit with a nationally recognized overnight delivery service, or (iii) when transmittal is confirmed by return facsimile or return electronic mail if transmitted by facsimile or electronic mail. All notices shall be

delivered to the addresses set forth below or to such other address as a Party may designate by ten (10) Days' prior written notice to the other Party in accordance with the notice provisions of this Section.

If to Contractor: POWERFLEX SYSTEMS, INC.
15445 Innovation Dr.
San Diego, CA 92128
Attention: President

With a copy to: POWERFLEX SYSTEMS, INC.
15445 Innovation Dr.
San Diego, CA 92128
Attention: Legal

If to Owner: CITY OF LANCASTER
44933 N. Fern Ave.
Lancaster, CA 93534
Attn: City Manager

With a copy to: STRADLING YOCCA CARLSON & RAUTH
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92626
Attn: Allison E. Burns
Email: aburns@stradling.com

14.6 Parties' Representatives.

14.6.1 Contractor's Representative. Contractor hereby appoints the person indicated below as its Representative, who, unless otherwise indicated in writing by Contractor, will be authorized to represent it in all respects regarding the Agreement. Contractor may replace its Representative under this Agreement at any time by notifying Owner of such replacement.

Contractor's Representative: [REDACTED]

14.6.2 Owner Representative. Owner hereby appoints the person indicated below as its Representative to act as the manager and coordinator of the Agreement on Owner's behalf ("**Owner Representative**"). Owner Representative may be replaced by Owner during the performance of the Work and the Owner shall provide notice of any such change to Contractor. Owner Representative will act as the liaison for Owner's communications with Contractor. Owner Representative shall have no authority to alter, amend or waive any right or obligation of Owner hereunder.

Owner's Representative: [REDACTED]

14.7 Further Assurances. Upon receipt of a written request from the other Party, each Party shall execute such additional documents, instruments, and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this **Section Error! Reference source not found.**

14.8 No Partnership or Joint Venture. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Owner. This Agreement shall not create any partnership or joint venture between the Parties nor impart any rights enforceable against the Parties by any third party (other than a permitted successor or assignee bound to this Agreement).

14.9 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

14.10 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

14.11 Facsimile or Electronic Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic format (including portable document format (.pdf)) delivery of the signature page of a counterpart to the other Party, and, if delivery is made by facsimile or other electronic format, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Party, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.

14.12 Survival of Obligations. The expiration or earlier termination of this Agreement shall be without prejudice to the obligations that one Party owed to the other Party hereunder as of the time of such expiration or termination. Provisions of this Agreement that expressly provide for survival shall survive the expiration or termination of this Agreement for the periods of time so noted.

14.13 Waivers. No delay or omission by a Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

14.14 Confidentiality.

14.14.1 Definition of Confidential Information. The following constitutes “**Confidential Information**,” whether oral or written which is delivered by Owner to Contractor or by Contractor to Owner including, but not limited to: (a) proposals and negotiations concerning this Agreement, including the fact that negotiations are taking place (b) the terms of this Agreement, (c) the actual Application for Payments billed, and other supporting material provided, to Owner under this Agreement, and (d) information that either Owner or Contractor stamps or otherwise identifies as “confidential” or “proprietary” before disclosing it to the other. Confidential Information also includes technical information, financial information, methods of doing business, business plans and models, pricing and cost information, contract terms and conditions, marketing methods and strategies, names of suppliers, customers, creditors or partners, proposed transactions, market projections, names and compensation of employees and consultants, software programs, and other confidential and proprietary information relating to the Project. Confidential Information does not include (i) information that was publicly available at the time of the disclosure, other than as a result of a disclosure in breach of this Agreement; (ii) information that becomes publicly available through no fault of the recipient after the time of the delivery; (iii) information that was rightfully in the possession of the recipient (without confidential or proprietary restriction) at the time of delivery or that becomes available to the recipient from a source not subject to any restriction against disclosing such information to the recipient; and (iv) information that the recipient independently developed without a violation of this Agreement.

14.14.2 Duty to Maintain Confidentiality. Contractor and Owner agree not to disclose Confidential Information received from the other to anyone (other than Contractor's and Owner's Affiliates, counsel, consultants, lenders, prospective lenders, purchasers, prospective purchasers, investors, prospective investors, contractors constructing or providing services to the Project (including but not limited to Subcontractors), employees, officers and directors who need to know and are bound by similar obligations of confidentiality applicable to the Confidential Information), without the deliverer's prior written consent. Confidential Information will retain its character as Confidential Information but may be disclosed by the recipient if and to the extent such disclosure is required (a) to be made to Utility pursuant to the Interconnection Agreements, Utility pursuant to the tariff under which Utility operates and other Utility rules under which Owner or the Project is bound, or to Governmental Authorities by any requirements of Law, (b) pursuant to an order of a court or (c) in order to enforce this Agreement. With the exception of the terms of this Agreement and Contractor's (and its Subcontractors') Applications for Payment or invoices and supporting material, the originator or generator of Confidential Information may use such information for its own uses and purposes, including the public disclosure of such information at its own discretion. In the event a recipient is required by Law or by a court or regulatory agency to disclose Confidential Information, the recipient will, to the extent possible, give the disclosing Party prompt notice of such request so that the disclosing Party may seek an appropriate protective order. If, in the absence of a protective order, the receiving Party is nonetheless advised by counsel that disclosure of the Confidential Information is finally required (after, if advance notice to the disclosing Party is permitted by Law, exhausting any appeal requested by the disclosing Party at the disclosing Party's expense), the receiving Party may disclose such Confidential Information.

14.14.3 Irreparable Injury; Remedies. Contractor and Owner each agree that disclosing Confidential Information of the other in violation of the terms of this **Section Error! Reference source not found.** may cause irreparable harm, and that the harmed Party may seek any and all remedies available to it at law or in equity, including but not limited to injunctive relief.

14.14.4 Public Statements. Except to the extent required by law with regard to approval of this Agreement, neither Party may issue or make any public announcement, press release, or statement regarding this Agreement unless such public announcement, press release or statement is issued jointly by the Parties; or if, prior to the release of the public announcement, press release or statement, any such Party wishing to make any such public statement furnishes the other Party with a copy of such announcement, press release or statement, and obtains the approval of the other Party, such approval not to be unreasonably withheld, conditioned or delayed; provided that, notwithstanding any failure to obtain such approval, no Party shall be prohibited from issuing or making any such public announcement, press release or statement if it is necessary to do so in order to comply with Law, legal proceedings or the rules and regulations of any stock exchange having jurisdiction over such Party. Notwithstanding the foregoing, neither Party shall issue any public announcement, press release, or statement regarding this Agreement that includes any details about the Contract Price or the financial arrangements between the Parties, without the prior, written consent of the other Party, which may be granted or withheld in the other Party's sole discretion, which need not be reasonable. However, Contractor shall have the right to refer to the Project in Contractor's marketing materials so long as such marketing materials include only true and correct information about the Project size, capacity, basic design, and ownership.

14.14.5 Public Records Act; Certain Other Disclosures. Notwithstanding any provision of this Agreement, including the provisions of this Article 14, nothing shall prohibit or in any way restrict Owner from disclosing information, including Confidential Information, in response to a request made under the California Public Records Act (Cal. Gov't Code §§ 6250-6276.48) and/or the Ralph M. Brown Act (Cal. Gov't Code §§54950 et seq.) and/or whenever disclosure is required under applicable law. Additionally, public statements made during a public meeting or hearing conducted by Owner's

legislative body, or any committee or commission thereof, shall not be and are not prohibited, restricted or otherwise subject to the provisions of this Article 14.

14.15 Negotiated Terms. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CONTRACTOR:

POWERFLEX SYSTEMS, INC., a Delaware corporation

OWNER:

CITY OF LANCASTER, a California municipal corporation and charter city

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE 1.1

DEFINED TERMS

As used in this Agreement, the following capitalized terms have the following meanings:

- (1) “AC” means alternating current.
- (2) “Affiliate” means, with respect to any Person, each Person that directly or indirectly controls, is controlled by, or is under common control with such designated Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.
- (3) “Agreement” has the meaning assigned to such term in the Preamble.
- (4) “Application for Payment” means an application for payment of the Contract Price delivered by Contractor to Owner and substantially in the form of Exhibit N.
- (5) “Authorized Persons” has the meaning assigned to such term in Section 2.13.
- (6) “Building” has the meaning assigned to such term in the Recitals.
- (7) “Business Day” means any Day that is not a Saturday, Sunday, or recognized bank holiday in the State of California.
- (8) “Change Order” has the meaning assigned to such term in Section Error!
Reference source not found.
- (9) “Claiming Party” has the meaning assigned to such term in Section Error!
Reference source not found.
- (10) “Commencement Date” means the date, which shall be a Business Day, that the Owner issues a Notice to Proceed to the Contractor.
- (11) “Confidential Information” has the meaning assigned to such term in Section Error!
Reference source not found.
- (12) “Contract Documents” means those documents attached and incorporated in Exhibit A.
- (13) “Contract Price” has the meaning assigned to such term in Section Error!
Reference source not found.
- (14) “Contractor” has the meaning assigned to such term in the Preamble.
- (15) “Contractor Indemnified Party” has the meaning assigned to such term in Section Error!
Reference source not found.

(16) .

(17) “Contractor’s Personnel” means those individuals directly employed by Contractor to perform all or any portion of the Work.

(18) “Contractor’s Representative” means the individual so appointed by Contractor pursuant to **Section Error! Reference source not found.**

(19) “Contractor’s Safety Program” has the meaning assigned to such term in **Section 2.11.3.**

(20) “Day” means a period of twenty-four (24) consecutive hours beginning at 00:00 hours [EPT] on any calendar day and ending at 24:00 hours EPT on the same calendar day.

(21) “DC” means direct current.

(22) “Defaulting Party” has the meaning assigned to such term in **Section Error! Reference source not found.**

(23) “Defective” shall mean a defect or deficiency in the Work that has a significant adverse impact on the operation, performance, functionality or safety of the Project and, including any such defect or deficiency that results in or contributes to a failure to conform to the requirements or specifications for the Work as set forth in this Agreement or in accordance with the specifications of any relevant manufacturer of components included in the Work; provided that Work that in respect of the Project that achieves at least eighty percent (80%) of the Performance Criteria specified for such Project shall not be considered “Defective” under this Agreement.

(24)

(25) “Design” has the meaning assigned to such term in **Section Error! Reference source not found.**

(26) “Distribution System” means the Utility electricity distribution system to which the Project is to be interconnected.

(27) “Effective Date” has the meaning assigned to such term in the Preamble.

(28) “Electrical System” means the electricity supply system at the Site, including electrical control panels, relay-logic controls, circuit breakers, bus/feeders, transformers, operator consoles, junction boxes, switchgear, and, as applicable, meter(s).

(29) “Energy” means electrical energy, measured in kilowatt-hours (“kWh”) that is produced by the Project.

(30) “Environmental Attributes” means any and all current or future credits, benefits, emissions reductions, environmental air quality credits, emissions reduction credits, renewable energy credits, offsets and allowances, attributable to the Project, or otherwise attributable to the generation, purchase, sale or use of Energy from or by the Project, howsoever entitled or named, resulting from the avoidance, reduction, displacement or offset of the emission of any gas, chemical or other substance, including any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur or carbon, with particulate matter, soot or mercury, or implementing the United Nations Framework

Convention on Climate Change (UNFCCC) or the Kyoto Protocol to the UNFCCC or crediting “early action” emissions reduction, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency (or successor agency), or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes, or any voluntary or other agency certifying a similar credit (such as “Green-e” certified credits) and any Renewable Energy Certificate Reporting Rights to such Environmental Attributes.

(31) “Environmental Laws” means all applicable laws pertaining to Hazardous Materials, the environment, human health, safety and natural resources, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) (“CERCLA”) as amended, the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.) as amended, the Clean Air Act (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act (also known as the Clean Water Act) (33 U.S.C. §§ 1251 et seq.), Rivers and Harbors Act of 1899, as amended (33 U.S.C. § 403), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), the Endangered Species Act (16 U.S.C. §§ 1531 et seq.), the Migratory Bird Treaty Act (16 U.S.C. §§ 703 et seq.), the Bald Eagle Protection Act (16 U.S.C. §§ 668 et seq.), the Oil Pollution Act of 1990 (33 U.S.C. §§ 2701 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 to 4370h), the National Historic Preservation Act (16 U.S.C. §§ 470 et seq.), Title 14 Code of Federal Regulations Part 77 and 49 U.S.C. § 44718, and any similar or analogous state and local statutes or regulations promulgated thereunder and decisional law of any Governmental Authority, as each of the foregoing may be amended or supplemented from time to time in the future, in each case to the extent applicable with respect to the property or operation to which application of the term “Environmental Laws” relates.

(32) “EV Project” means the portion of the Project concerning the electrical vehicle charging station portion of the System.

(33) “Event of Default” has the meaning assigned to such term in **Section Error! Reference source not found.**

(34) “Expected Capacity” means the electric capacity in Megawatts (DC) for the Storage Project, as specified in **Exhibit A**.

(35) “Extended Force Majeure Event” has the meaning assigned to such term in **Section Error! Reference source not found.**

(36) “Final Completion” means that, with respect to the Project, the items listed in **Exhibit G** have been completed in accordance with Prudent Industry Practices and the other requirements of this Agreement.

(37) “Final Completion Certificate” means the certificate attached hereto as **Exhibit G**.

(38) “Final Completion Date” the date that Final Completion is achieved in accordance with this Agreement, including **Section Error! Reference source not found.** and **Exhibit G**

(39) “Force Majeure Event” shall have the meaning assigned to such term in **Section Error! Reference source not found.**

(40) “Force Majeure Remedy Plan” has the meaning assigned to such term in **Section Error! Reference source not found.**

(41) “Governmental Authority” means any federal, state, local or foreign government in any jurisdiction having authority over Owner, Contractor, the Project, or the Site, or any ministry, department, court, commission, board, agency, utility, institution, or similar entity acting under authority granted by any such government or governments.

(42) “Governmental Authorization” means any permit, license, consent, decree, waiver, privilege, approval, authorization, or exemption from, filing with or notice to any Governmental Authority.

(43) “Hazardous Materials” means any hazardous or toxic substance or material regulated or governed by any applicable Governmental Authority under Environmental Laws, or any substance, emission, or material now or hereafter deemed by any Governmental Authority having jurisdiction to be a “hazardous substance,” “petroleum,” “toxic substance,” “pesticide,” “hazardous waste,” “regulated substance,” “pollutant,” “contaminant,” or any similar classification, including by reason of deleterious properties, ignitability, corrosivity, reactivity, carcinogenicity, or reproductive toxicity.

(44) “Independent Expert” means a Person that is not an Affiliate of either Party and that has not provided services to or received services from either Party at any time during the 5-year period prior to the date of the applicable Technical Dispute Notice, which Person has qualifications or experience sufficient to enable such Person to evaluate and offer resolution for a Technical Dispute consistent with Prudent Industry Practices.

(45) “Intellectual Property” has the meaning assigned to such term in **Section Error! Reference source not found.**

(46) “Intellectual Property Rights” has the meaning assigned to such term in **Section Error! Reference source not found.**

(47) “Interconnected” and “Interconnection” means the Facility is connected to the Electrical System.

(48) “Interconnection Agreement” means the Southern California Edison Contract for Special Facilities between Contractor and the Utility.

(49) “Interconnection Work” means the work required to Interconnect the System to the Electrical System, including to the extent necessary, Electrical System upgrades, as specified in the Interconnection Agreement or otherwise described on **Exhibit J**.

(50) “Law” means any applicable law, statute, regulation, rule, ordinance, decision, writ, order, decree, judgment, injunctions, codes, acts, treaties, or ordinances, or any interpretation thereof, promulgated or issued by any Governmental Authority.

(51) Intentionally Omitted.

(52) “License” means any of the rights or licenses to use the Building or the Site described and defined on **Exhibit B**.

- (53) Intentionally Omitted.
- (54) “LNTP” has the meaning assigned to such term in **Error! Reference source not found.** below.
- (55) “Major Materials” means those Materials that are material to the System or the Project as a whole and for which the manufacturer warranty term is included on **Exhibit H.**
- (56) “Major Subcontractor” means any Subcontractor entitled by contract to be paid \$100,000 or more for Work provided by such Subcontractor to the Project.
- (57) “Material Event” has the meaning set forth in **Section Error! Reference source not found.**
- (58) “Materials” has the meaning assigned to such term in **Section 2.1.**
- (59) “Mechanical Completion” means that, with respect to the Project, the elements of the Work listed in **Exhibit D** have been completed in accordance with Prudent Industry Practices and the other requirements of this Agreement.
- (60) “Mechanical Completion Certificate” means the certificate attached hereto as **Exhibit D.**
- (61) “Mechanical Completion Date” means the first date as of which the System achieves Mechanical Completion.
- (62) “Milestone Payment Schedule” shall mean the schedule agreed upon by Owner and Contractor apportioning the Contract Price across the various divisions of the Work as set forth in **Exhibit M.**
- (63) “Non-Claiming Party” has the meaning assigned to such term in **Section Error! Reference source not found.**
- (64) “Non-Defaulting Party” has the meaning assigned to such term in **Section Error! Reference source not found.**
- (65) “Notice to Proceed” has the meaning assigned to such term in **Error! Reference source not found.**
- (66) “Operations and Maintenance Manual” means a manual for the operation and maintenance of the Project, which manual includes the following information: necessary technical documents that enable the operating personnel to start-up, operate, and shut down the systems of the Project; necessary documents required for maintenance of subsystems, equipment units, and items incorporated into the Project (including non-proprietary technical information from vendors); necessary drawings and diagrams for the appropriate use of above items, such as piping and instrumentation diagrams, electrical one line diagrams, “as built” drawings, etc., for each of the Project, the final “as built” plans and line diagram drawings, complete equipment specification sheets, all the warranty information required for each of the Project, material safety data sheets, applicable health and safety documentation, specific maintenance schedules required to comply with the Work Warranty, testing and commissioning reports, a recommended spare parts list, and control configuration and process flow

diagrams for each of the Project; and any other information or data necessary to operate and maintain the Project in accordance with Prudent Industry Practice and Law.

(67) “Owner” has the meaning assigned to such term in the Preamble.

(68) “Owner Indemnified Party” has the meaning assigned to such term in **Section Error! Reference source not found.**

(69) “Owner Representative” means the individual so appointed by Owner pursuant to **Section Error! Reference source not found.**

(70) “Parking Lot” has the meaning assigned to such term in the Recitals.

(71) “Permit” means any (i) local construction Governmental Authorization related to the Project at the Site for which contractors typically are responsible; and (ii) any completion certificate required by Law certifying that the Project has been designed, engineered, built, installed, connected, tested, inspected and commissioned in accordance with Laws and Governmental Authorizations. Procurement of Permits required to be obtained in connection with the Project are the responsibility of the Owner or of the Contractor as set forth on **Exhibit L**.

(72) “Performance Criteria” or “Performance Standards and System Tests” has the meaning set forth in **Exhibit F**.

(73) “Person” means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, Governmental Authority or other entity.

(74) “Placed In Service”, as to the System, means the System is considered to have been placed in service for federal income tax purposes, within the meaning of Section 45(a) of the Internal Revenue Code of 1986, as amended and applicable Treasury Regulations.

(75) “Placed In Service Date” means the date the System is considered to have been Placed in Service.

(76) “PPT” means Pacific Prevailing Time, meaning prevailing Standard Time or Daylight Savings Time in the Pacific Time Zone.

(77) “Project” has the meaning assigned to such term in the Recitals.

(78) “Project Manager” means the individual so appointed by Contractor pursuant to **Section 2.14**.

(79) “Project Schedule” means the “Schedule of Work” set forth in **Exhibit C**, as updated pursuant to this Agreement, including pursuant to **Article 6**.

(80) .

(81) “Prudent Industry Practices” means those practices, methods, standards, and acts (including those engaged in or approved by a significant portion of the solar-generated electric power industry and/or the North American Electric Reliability Corporation) of similarly situated engineering or

construction firms, as applicable, on projects similar in size, nature, complexity and geographic region as the Project that at a particular time in the exercise of good judgment, and in light of the facts known at the time the decision was made, would have been expected to accomplish the desired result in compliance with all Laws and in a manner consistent with economy and expedition. Prudent Industry Practices are not necessarily defined as the optimal standard practice method or act to the exclusion of others, but rather refer to a range of action reasonable under the circumstances.

(82) “Punchlist” has the meaning assigned to such term in **Section Error! Reference source not found.**

(83) “Punchlist Item” means any item of uncompleted Work that (considered individually or in the aggregate) does not or will not adversely affect the performance of the Project (or any portion thereof) or the ability of Owner to operate the Project (or any portion thereof) in the ordinary course of business in accordance with Prudent Industry Practices.

(84) “PV” means photovoltaic.

(85) “Qualified Assignee” means any Person that is financially capable of performing Owner’s obligations under this Agreement and agrees in writing to assume Owner’s duties and obligations under this Agreement, the Interconnection Agreement and any other agreement relevant to the Project and to which the “Owner” under this Agreement should be a party to enable the Owner’s performance under this Agreement.

(86) “Renewable Energy Certificate Reporting Rights” means the right of a purchaser of renewable energy to report ownership of accumulated “green tags” in compliance with Law and include rights under Section 1605(b) of the Energy Policy Act of 1992, and any present or future federal, state or local certification program or emissions trading program.

(87) “Renewable Energy Incentives” means: (a) all federal, state, or local tax credits or other tax benefits associated with the construction, ownership, or production of electricity from the Project (including credits under sections 45 or 48 of the Internal Revenue Code of 1986, as amended); (b) any federal, state, or local governmental grants, subsidies or other benefits relating in any way to the Project or the output therefrom; and (c) any other form of governmental or quasi-governmental incentive that is not an Environmental Attribute that is available with respect to the Project.

(88) “Scope of Work” means all of those obligations of Contractor, subject to any obligations of Owner or any third party, set forth in **Exhibit A**.

(89) “Service Agreement” shall mean the service agreement, operation and maintenance agreement or similar agreement entered into by Owner with Contractor or an Affiliate of Contractor in connection with the Project substantially in the form of **Exhibit S** hereto.

(90) “Site” has the meaning assigned to such term in the Recitals.

(91) Intentionally Omitted.

(92) Intentionally Omitted.

(93) Intentionally Omitted.

(94) “Storage Project” means the portion of the Project concerning the battery energy storage portion of the System.

(95) “Subcontractors” has the meaning assigned to such term in **Section 2.10.1**.

(96) “Submittals” means any document prepared by or on behalf of Contractor which:

- (a) illustrates details of part of the Work or Materials;
- (b) is necessary for the operation or maintenance of the Project; or
- (c) is otherwise required by this Agreement, including certificates or policies of insurance,
- (d) is reasonably requested by Owner,

and is to be submitted by Contractor to Owner (or as Owner directs) for information, review or acceptance as a requirement of this Agreement.

(97) “Substantial Completion” means that, with respect to the Project, the items listed in **Exhibit E** have been completed in accordance with Prudent Industry Practices and the other requirements of this Agreement.

(98) “Substantial Completion Certificate” means the certificate attached hereto as **Exhibit E**.

(99) “Substantial Completion Date” is the date identified as the Substantial Completion Date on **Exhibit E**, and in other sections of the Agreement, including **Section 2.3.1(d)**.

(100) “Suspended Work” means any Work, or portion thereof, which Owner has suspended pursuant to **Section Error! Reference source not found.**

(101) “System” has the meaning assigned to such term in the Recitals.

(102) “System Tests” means the testing set forth in **Exhibit F**.

(103) “Tax” means any tax, levy, imposition, rates, impost, duty, fee, assessment, deduction, charge or withholding imposed by any Government Authority, including income, capital, withholding, sales, use, transfer, customs, net worth, registration, franchise, payroll, employment, property, local improvement, occupation, duties, levies, imposts, rates, fees, assessments, dues and charges, as well as any interest, penalty or assessment payable or imposed with respect to any of the foregoing, but exclusive of any penalty, fine or payment for violating any Law.

(104) “Technical Dispute” shall have the meaning set forth in **Section 11.3**.

(105) “Technical Dispute Notice” shall have the meaning set forth in **Section Error! Reference source not found.**

(106) “Turnover Package” means with respect to the Project’ engineering, design, purchasing and other Project documentation: (a) a drawing index; (b) a reference index; (c) a copy of the Operations and Maintenance Manual; (d) copies of all manufacturer’s warranties for equipment for which

a warranty will be assigned hereunder and Subcontractor information for equipment purchased (as received from vendors) including instruction and maintenance manuals from Subcontractors; (e) one copy of the final “as-built” drawings (inclusive of design changes approved by Owner in accordance with this Agreement) and final documentation and design calculations; (f) training manuals; (g) a cable and raceway schedule for the Project, as applicable; (h) copies of all studies and reports derived from the Work; (i) a compilation of final Project safety records; (j) a copy of certificates resulting from performance of any test completed in respect of the Project.

(107) “Unexpected Site Condition” means subsurface conditions (which shall include but are not limited to conditions related to water, soils or rock) at the Site or any condition of the building or any other structure at the Site that (i) could not have been reasonably foreseen by Contractor with appropriate due diligence including but not limited to that performed in accordance with this Agreement and (ii) differ materially from the conditions that Contractor should have anticipated based on Contractor’s commercially reasonable review of information supplied to it by Owner.

(108) “Utility” means San Diego Gas and Electric Company, the local public utility operating, or interconnecting with, the Distribution System.

(109) “Warranty Work” has the meaning assigned to such term in **Section Error!**
Reference source not found.

(110) “Work” has the meaning assigned to such term in **Section 2.1.1.**

(111) “Work Warranty” has the meaning assigned to such term in **Section Error!**
Reference source not found.

(112) “Work Warranty Period” has the meaning assigned to such term in **Section Error! Reference source not found.**

**Exhibit A:
Project Description and Scope of Work (includes Attachment A1 – Contract Documents)**

Except as otherwise defined in this Exhibit A or this “Scope of Work,” capitalized terms have the meanings assigned to them in the Engineering, Procurement and Construction Services Agreement (the “Agreement”) to which this Exhibit A is attached and into which this Exhibit A is incorporated.

Except as noted in the table below or otherwise in this Scope of Work, Contractor shall perform all work necessary for the design, engineering, development, permitting, material and equipment procurement, installation, construction, testing, commissioning, and start-up of the System (collectively, the “**Project**”):

SUMMARY			
ID#	Sub-System	Description	Responsible Party
1.	Battery Storage System	Engineer, procure, construct, install, and commission a 250kWDC, 500kWh Battery Storage System	Contractor
2.	Microgrid Electrical Infrastructure	Engineer, procure, construct, install, and commission a Schneider Electric Energy Control Center	Contractor
6	Control System	Procure, install, and commission Schneider Electric Microgrid Energy Management System to control the new Battery Storage System and existing Solar PV System, Diesel Generator currently located at the Site.	Contractor

General Inclusions:

- A. Contractor will provide turn-key installation services for a complete, fully commissioned, and operational system(s) per the System specifications above.
- B. Contractor will perform System start-up and provide commissioning documentation for the Battery Storage system and Energy Management System (each a “**Subsystem**”).
- C. Contractor will coordinate interconnection application process and all applicable inspections or requisite activities for final interconnection.
- D. All work will be completed using Prevailing Wage Labor.
- E. All work shall be completed in a workmanlike manner, in conformity with the requirements of the Legal Requirements, including permitting standards.
- F. Provide progress updates, revised schedules, and relevant communication throughout the performance of the Project.
- G. Provide proper removal, disposal, recycling, and associated coordination of all equipment, materials, appurtenances, etc. to be removed, replaced, or decommissioned. Disposal and recycling documentation shall be provided by Contractor to Owner, upon request.
- H. Observe and strictly adhere to all Owner and CalOSHA required safety plans, procedures, and requirements. Furthermore, Contractor acknowledges that it shall notify and cause all of Contractor’s employees and subcontractors to access and review such handbooks and to agree to the terms thereof, as amended from time to time, before making initial entry on to the Property.
- I. Properly secure work areas with temporary fencing, scaffolding, shoring, trench covers, and other required security measures to ensure a safe work place for employees and subcontractors throughout the performance of the Project.

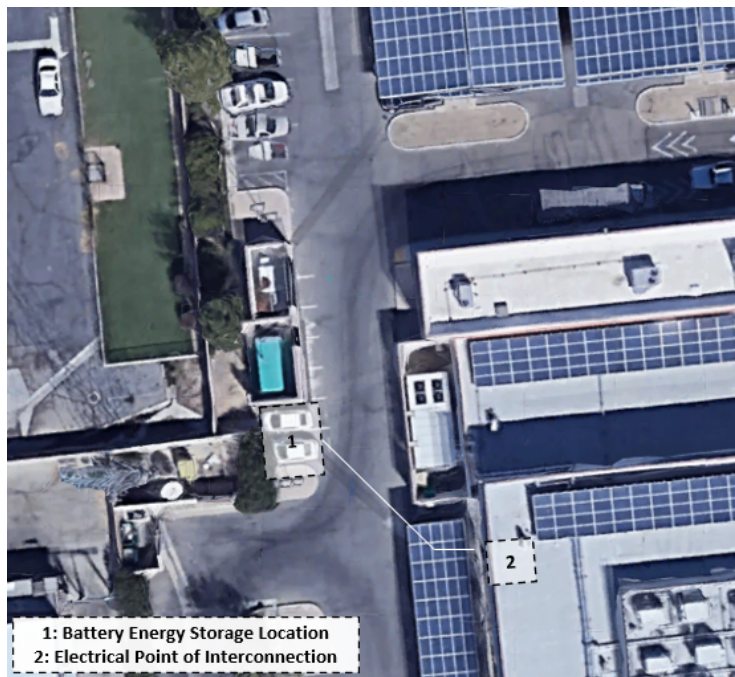
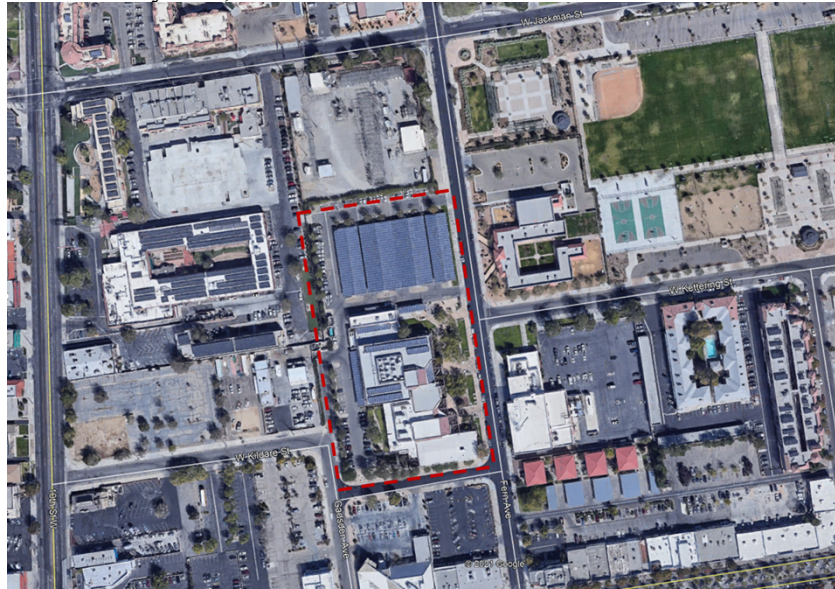
- J. Provide applicable Material Safety Data Sheets, upon request.
- K. Structural Engineering and Electrical Engineering Design as necessary including, if applicable, for submission to City of Lancaster Building Authority.
- L. Engineers of Record will be licensed in the state of California.
- M. Owner agrees to provide a Letter of Authority (LOA) for Contractor to contact the Utility for the purposes of KYZ Monitoring Installation and System Interconnection.
- N. All Permitting documentation necessary for submission and permit issuance from City of Lancaster.
- O. Copper wire/cable will be used all conductors.
- P. All Interconnection coordination with the local Utility.
- Q. All installation coordination with Owner's project management and Contractor subcontractors.
- R. Interconnection shutdowns if required will be performed outside of normal business hours.
- S. A person responsible for the Property will be present to shut down the power or the Owner will provide a letter indemnifying the Contractor for any damages that directly result from the Contractor shutting off the power.
- T. Conduit shall be PVC schedule 40 below grade, and IMC on the parking canopies, and EMT on the roof.
- U. See **Exhibit B** and preliminary System Plans for preliminary Property layout and System location information.
- V. Delivery and Unloading of the equipment at the Project site.
- W. Temporary fencing to "safe off" the work area as required for the Project construction period.
- X. Temporary restrooms within the temporary fencing for Contractor's use.
- Y. Permit Fees.
- Z. Utility Standard interconnection fee for a simplified Interconnection.
- AA. Final System Plans (as-builts) will be provided in PDF format.

8. Exclusions:

- A. Owner Inspection Costs are the responsibility of the Owner.
- B. Project designs will be based upon accurate Property documentation provided by Owner.
- C. Any work, including costs incurred for work, due to changes to the System location depicted in **Exhibit B** directed by Owner are not included.
- D. Owner will bring current electrical equipment at the Property up to code, if and to the extent required under applicable Law.

Exhibit B: Site Description; Site Requirements; Environmental Matters

Site Address: Lancaster City Hall, 44933 Fern Ave. Lancaster CA 93534



SITE REQUIREMENTS (as follows):

See attached Property Deed, including Property Rules. **Attachment B-0.**

EXISTING HAZARDOUS MATERIALS AND ENVIRONMENTAL CONDITIONS AT SITE:

None

**EXHIBIT C –
Microgrid Milestone Schedule**

Contract Execution	11.31.21
Notice to Proceed	1.31.22
Permit Approval	3.31.22
Interconnection Approval	8.30.22
Schneider Energy Control Center Installed	9.30.22
BESS Delivered	10.31.22
Mechanical Completion	11.30.22
Final Completion and Turnover	12.30.22

EXHIBIT D: Form of Mechanical Completion Certificate

This Mechanical Completion Certificate (this “**Certificate**”) is provided in accordance with the ENGINEERING, PROCUREMENT, AND CONSTRUCTION SERVICES AGREEMENT by and between POWERFLEX SYSTEMS, INC. (“**Contractor**”) and CITY OF LANCASTER, a California municipal corporation and charter city (“**Owner**”) dated [●], [20[___]] (the “**Agreement**”). Capitalized terms used in this Certificate and not otherwise defined in this Certificate have the meanings specified in the Agreement.

In accordance with the Agreement, Contractor hereby certifies that:

- (1) the System has been substantially installed in accordance with the Agreement, such that it is mechanically and electrically sound, and is ready for initial start-up, adjustment, and testing; and
- (2) the System is ready to be Placed in Service and thereafter is capable of producing measurable and quantifiable energy, without damage to the System or any other property and without injury to any Person and without voiding any third-party Materials warranties; and
- (3) the installed nameplate capacity of the System is equal to or greater than the Expected Capacity; and
- (4) The Contractor has successfully completed all pre-operational testing and commissioning of System components installed as of the date of this Certificate in accordance with manufacturer guidelines; and
- (5) The System is capable of producing measurable and quantifiable energy.

In accordance with the Agreement, Owner confirms that Mechanical Completion shall be deemed to have occurred as of _____, 20__ , which date is the “**Mechanical Completion Date**” pursuant to the Agreement.

Executed this ____ day of _____, 20__.

Powerflex Systems, Inc.

By: _____

Name: _____

Title: _____

Countersigned in accordance with the Agreement:

**CITY OF LANCASTER,
a California municipal corporation and charter city**

By: _____

Name: _____

Title: _____

EXHIBIT E: Form of Substantial Completion Certificate

This Substantial Completion Certificate (this “**Certificate**”) is provided in accordance with the ENGINEERING, PROCUREMENT, AND CONSTRUCTION SERVICES AGREEMENT by and between POWERFLEX SYSTEMS, INC. (“**Contractor**”) and CITY OF LANCASTER, a California municipal corporation and charter city (“**Owner**”) dated as of [] (the “**Agreement**”). Capitalized terms used in this Certificate and not otherwise defined in this Certificate have the meanings specified in the Agreement.

In accordance with the Agreement, Contractor hereby certifies that all of the conditions to Substantial Completion as defined in the Agreement have been achieved with respect to the Project, as follows:

- (1) Mechanical Completion of the System has been achieved;
- (2) The System has been Placed in Service;
- (3) Except for Punchlist Items, all Materials and equipment associated with the System have been installed substantially in accordance with the technical specifications set forth in **Exhibit A**;
- (4) Except for Punchlist Items, all of the electrical works that are part of the System have been properly constructed, installed, insulated, and protected where required for such operation, have been correctly adjusted, tested and commissioned to the extent possible, are mechanically, electrically and structurally sound as set forth in the technical specifications set forth in **Exhibit A**, and can be used safely in accordance with the Agreement and applicable Law;
- (5) If required under Law, the electrical inspection certificate for the System has been obtained;
- (6) Except for Punchlist Items, all of the electrical works and all other infrastructure (including work performed by the Owner) required pursuant to **Exhibit A** and necessary to achieve interconnection of the System to the local Distribution System are energized and have been installed in compliance with the requirements applicable pursuant to the Interconnection Agreement;
- (7) The System operates as a single unit capable of generating electricity continuously at rated power in accordance with **Exhibit A**;
- (8) All Work required under the terms of the Agreement (other than Punchlist Items and other Work required for achievement of Final Completion), has been completed in accordance with the requirements of the Agreement;
- (9) Contractor has prepared and submitted to Company, and Company has approved the Punchlist of Punchlist Items attached to this Certificate; and
- (10) Contractor has delivered a draft of the Operations and Maintenance Manual to the Company.

In accordance with the Agreement, Owner confirms that Substantial Completion shall be deemed to have occurred as of _____, 20__ , which date is the “**Substantial Completion Date**” pursuant to the Agreement.

Executed this ____ Day of _____, 20__.

POWERFLEX SYSTEMS, INC.

By: _____

Name: _____

Title: _____

Countersigned in accordance with the Agreement:

CITY OF LANCASTER, a California municipal corporation and charter city

By: _____

Name: _____

Title: _____

EXHIBIT F

EXHIBIT G: Form of Final Completion Certificate

This Final Completion Certificate (this “**Certificate**”) is provided in accordance with the ENGINEERING, PROCUREMENT, AND CONSTRUCTION SERVICES AGREEMENT by and between POWERFLEX SYSTEMS, INC. (“**Contractor**”) and CITY OF LANCASTER, a California municipal corporation and charter city (“**Owner**”) dated as of [_____] (the “**Agreement**”). Capitalized terms used in this Certificate and not otherwise defined in this Certificate have the meanings specified in the Agreement.

In accordance with the Agreement, Contractor hereby certifies that all of the conditions to Final Acceptance as defined in the Agreement have been achieved with respect to the Project, as follows:

- (1) System Performance Tests have been completed in accordance with **Exhibit F** that reflect that the specified test requirements have been met;
- (2) Contractor has delivered to the Company a final Operations and Maintenance Manual, including all changes and supplements to the Operations and Maintenance Manual as reasonably requested by the Company and as reasonably agreed by Contractor;
- (3) Contractor has delivered to Company final Submittals, including as-built Submittals, all shop drawings, all test reports and all other documentation as required pursuant to **Section Error! Reference source not found.** of the Agreement;
- (4) Substantial Completion has occurred;
- (5) All Punchlist Items as identified on the Punchlist agreed at time of Substantial Completion have been completed;
- (6) If required by applicable Law, Contractor has obtained final and complete approval to operate from the Governmental Authority having jurisdiction over operation of the System, which may be in one of several forms such as a permission to operate or a final Certificate of Occupancy.

In accordance with the Agreement, Owner hereby confirms that Final Completion shall be deemed to have occurred as of _____, 20__, which date is the “**Final Completion Date**” pursuant to the Agreement.

Executed this ____ Day of _____, 20__.

POWERFLEX SYSTEMS, INC.

By: _____

Name: _____

Title: _____

Countersigned in accordance with the Agreement:

CITY OF LANCASTER, a California municipal
corporation and charter city

By: _____

Name: _____

Title: _____

Exhibit H: Terms of Manufacturer Warranties for Major Materials

MAJOR MATERIAL	MANUFACTURER	MANUFACTURER WARRANTY TERM
Battery Energy Storage System (BESS)	Socomec HES L	10 year warranty
Microgrid Electrical Infrastructure	Schneider Energy Control Center	5 year warranty

Exhibit I: Contractor's Safety Program

See attached.

Exhibit J: Interconnection Work

INTERCONNECTION WORK:

Contractor will perform all work to interconnect the Project required by the Utility in a written document or agreement provided to Contractor on or prior to the Effective Date.

**Exhibit K
RESERVED**

Exhibit L - Permits and Governmental Authorizations

Permit or Governmental Authorization and Issuing Entity	Responsible Party (Owner or Contractor)¹
1- Building Permit from City of Lancaster Building Authority	Contractor
2- Utility Interconnection Permit from Southern California Edison	Contractor
3- Nighttime Work Permit (if necessary)	Contractor

¹ Owner generally will be responsible for all land-use permits.

EXHIBIT M – MILESTONE PAYMENT SCHEDULE

Contractor and Owner have agreed on the following Milestone Payment Schedule apportioning the Contract Price across the items identified below, which Owner and Contractor agree constitute the significant cost items associated with the Work. The items identified below are for the convenience of administering payments to Contractor pursuant to Article 3 and shall not be interpreted as establishing or modifying Contractor's Scope of Work under the Agreement. Owner reserves the right in its sole discretion to assign any costs for the Work submitted by Contractor to any item set forth below.

Payment	Milestone	Payment terms (days)	% of Contract Price	Estimated Milestone Payment
1	Executed EPC Agreement	30	20%	\$193,530
2	Permit and Interconnection Approval	30	10%	\$96,765
3	Schneider Energy Control Center Delivered	30	30%	\$290,296
4	BESS Delivered	30	30%	\$290,296
5	Mechanical Completion	30	5%	\$48,383
6	Final Completion and Turnover	30	5%	\$48,383

EXHIBIT N – APPLICATION FOR PAYMENT

Form of Payment Certificate

[_____]

RE: APPLICATION FOR PAYMENT AND CERTIFICATE

Ladies & Gentlemen:

POWERFLEX SYSTEMS, INC., a Delaware corporation (the “Contractor”) submits this Application for Payment and Certificate (this “Certificate”) pursuant to the Engineering, Procurement and Construction Services Agreement, dated as of _____ by and between Contractor and [_____] (together with its successors and assigns) (the “Agreement”).

Unless otherwise defined herein, all initially capitalized terms used in this Certificate shall have the meanings specified for such terms in the Agreement.

The undersigned hereby certifies that (1) to-date and, to the knowledge of Contractor (without any independent review of public records available), the System and the Site are, to the extent of the most recent payment of the Contract Price received by Contractor, free from any and all claims, liens, security interests or encumbrances in the nature of mechanics’, labor or materialman’s liens or otherwise, arising out of or in connection with performance by Contractor or any Subcontractor of the Work (other than Change Orders or field orders), (2) all due and payable undisputed amounts due and owing by Contractor with respect to the Work have been paid to date, and (3) Contractor is unaware of any basis for the filing of any mechanics’, labor or materialman's liens on the Work, the System or the Site in connection with the Work, except as follows: [_____].

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the date first above written.

Powerflex Systems, Inc.

By: _____
Name:
Title:

Exhibit N - Continued

Form of Application for Payment

FORM OF CONTRACTOR'S APPLICATION FOR PAYMENT

PROJECT: [INSERT PROJECT DESCRIPTION]

TO: [] ("Owner")

APPLICATION NO: _____

FROM: POWERFLEX SYSTEMS, INC. ("Contractor")

TIME PERIOD: _____

Application is made for payment, as shown below in connection with the Engineering, Procurement and Construction Services Agreement, dated as of [] (the "Agreement").

See attached continuation sheet for additional breakdown.

CHANGE ORDER SUMMARY								
Change orders approved in previous months by Owner TOTAL	Additions	Deductions						
<table border="1"> <tr> <td colspan="2">Approved this Month</td> </tr> <tr> <td>Number</td> <td>Date approved</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Approved this Month		Number	Date approved				
Approved this Month								
Number	Date approved							
TOTALS								

1. ORIGINAL CONTRACT PRICE \$ _____
 2. Net change by Change Orders \$ _____
 3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ _____
 4. TOTAL COMPLETED & STORED \$ _____
 5. TOTAL EARNED \$ _____
 6. LESS PREVIOUS PAYMENTS RECEIVED
(Lines 6 plus 7 of prior Certificate) \$ _____
 7. CURRENT PAYMENT DUE \$ _____
 8. BALANCE TO FINISH
(Line 3 less Line 6) \$ _____
-

The undersigned Contractor certifies that to the best of Contractor's knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Agreement, that all amounts owing to third parties have been paid by the Contractor for Work for which previous Applications for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: POWERFLEX SYSTEMS, INC.

By: _____ Date: _____

Continuation Sheet

A	B	C	D	E	F	G		H
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D+E+F)	% (G/C)	Balance to Finish (C-G)
			From Previous Application (D/E)	This Period				
1	Executed EPC Agreement	15%						
2	Substantially all modules delivered and installed	20%						
3	Mechanical Completion	30%						
4	Commercial Operation/Placed in Service	30%						
6	Final Completion	5%						
	GRAND TOTALS	100%	\$ _____	\$ _____	\$ _____	\$ _____	%	\$ _____

EXHIBIT O

Form of Partial Lien Waiver

Partial Release and Certificate of Partial Payment (Contractor)

With reference to the ENGINEERING, PROCUREMENT, AND CONSTRUCTION SERVICES AGREEMENT dated _____, 20__, as amended (the “Contract”), between the undersigned Powerflex Systems, Inc. (“Contractor”) and [_____] (“Owner”), for the Project generally known as [_____] (the “Project”), Contractor hereby certifies and represents that prior to the submission of this Partial Release, it has received payments totaling \$_____.

The undersigned further certifies that amounts requested in previous Applications for Payment submitted by Contractor, as to which the Owner has made payment to the Contractor, have been paid to the respective payees.

In consideration of and conditioned upon receipt of the payment of the sum of \$_____ under the Contract, and intending to be legally bound hereby, Contractor hereby unconditionally releases and forever discharges Owner, the Project and Owner’s other premises and property from all claims, liens, liabilities, and obligations of every nature whether choate or inchoate and including, without limitation, all mechanic’s and materialman’s liens and other liens and claims against the aforesaid Project or Owner’s other premises or property (including personal property related thereto) arising out of or in connection with work, labor, services, materials and equipment supplied to the Project up to and including [date] with respect to amounts for which payment has been received.

Executed this _____ Day of _____ 20__.

POWERFLEX SYSTEMS, INC.
(Name of Contractor)

By: _____
Title: _____

Partial Release and Certificate of Partial Payment (Subcontractor)

With reference to the Subcontract dated _____, 20__, as amended (the “Subcontract”), between the undersigned _____ (Name of Subcontractor) and POWERFLEX SYSTEMS, INC. (Name of Contractor) (“Contractor”) for the Project generally known as _____ (the “Project”), for which [_____] is the “Owner”, Subcontractor hereby certifies and represents that prior to the submission of this Partial Release, it has received payments totaling \$_____.

The undersigned further certifies that amounts requested in previous Applications for Payment submitted by Subcontractor, as to which the Contractor or the Owner has made payment to the Subcontractor, have been paid to the respective payees.

In consideration of and conditioned upon receipt of the payment of the sum of \$_____ under the Subcontract, and intending to be legally bound hereby, Subcontractor hereby unconditionally releases and forever discharges Owner, the Contractor, and the Project and Owner’s other premises and property from all claims, liens, liabilities and obligations of every nature whether choate or inchoate and including, without limitation, all mechanic’s and materialman’s liens and other liens and claims against the aforesaid Project or Owner’s other premises or property (including personal property related thereto) arising out of or in connection with work, labor, services, materials and equipment supplied to the Project up to and including [date] with respect to amounts for which payment has been received.

Executed this _____ Day of _____ 20__.

(Name of Subcontractor)

By: _____
Title: _____

Partial Release and Certificate of Partial Payment (Sub-Subcontractor)

With reference to the Sub-Subcontract dated _____, 20__ , as amended (the “Sub-Subcontract”), between the undersigned _____ (Name of Sub-Subcontractor) and _____ (Name of Subcontractor) (“Subcontractor”) for the Project generally known as _____ (the “Project”), for [_____] is the “Owner”, Sub-Subcontractor hereby certifies and represents that prior to the submission of this Partial Release, it has received payments totaling \$ _____.

The undersigned further certifies that amounts requested in previous Applications for Payment submitted by Sub-Subcontractor, as to which the Subcontractor has made payment to the Sub-Subcontractor, have been paid to the respective payees.

In consideration of and conditioned upon receipt of the payment of the sum of \$ _____ under the Sub-Subcontract, and intending to be legally bound hereby, Sub-Subcontractor hereby unconditionally releases and forever discharges Owner, the Contractor and Subcontractor and the Project and Owner’s other premises and property from all claims, liens, liabilities and obligations of every nature whether choate or inchoate and including, without limitation, all mechanic’s and materialman’s liens and other liens and claims against the aforesaid Project or Owner’s other premises or property (including personal property related thereto) arising out of or in connection with work, labor, services, materials and equipment supplied to the Project up to and including [date] with respect to amounts for which payment has been received.

Executed this _____ Day of _____ 20__ .

(Name of Sub-Subcontractor)

By: _____
Title: _____

EXHIBIT P:

Form of Final Lien Waiver

Final Release and Certificate of Final Payment (Contractor)

With reference to the Engineering, Procurement and Construction Services Agreement, dated as of _____, as amended (the "Contract"), between the undersigned POWERFLEX SYSTEMS, INC. ("Contractor") and [_____] ("Owner") for the Project generally known as _____ (the "Project"), Contractor hereby certifies and represents that it has received full payment of all costs, charges, and expenses incurred by it or on its behalf for work, labor, services, materials, and equipment supplied to the Project and/or used in connection with its work under said Contract.

In consideration of receipt of the final payment and installment of the Contract Price under the Contract, and intending to be legally bound hereby, Contractor hereby unconditionally releases and forever discharges Owner, the Project, and Owner's other premises and property from all claims, liens, liabilities, and obligations of every nature whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens and other liens and claims now, or which in the future, may be owned, claimed or asserted by Contractor against the aforesaid Project or Owner's other premises or property (including personal property related thereto) arising out of or in connection with work, labor, services, materials and equipment supplied to the Project and/or used in connection with its work under the Contract.

Intending to be legally bound hereby, Contractor hereby agrees to the fullest extent of the law to indemnify and hold harmless the Owner from and against all costs, losses, damages, claims, causes of action, judgments, and expenses, including attorneys' fees and expenses, arising out of or in connection with claims against the Owner arising out of work, labor, services, materials, and equipment supplied to the Project and/or used in connection with its work under the Contract and which may be asserted by the Contractor or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents or employees.

The foregoing shall not relieve Contractor of its obligations under the provisions of said Contract which survive completion of Subcontractor's work in connection with the Project, including without limitation, warranties, guarantees, and indemnities.

Executed this _____ Day of _____, 20__.

POWERFLEX SYSTEMS, INC.
(Name of Contractor)

By: _____
Title: _____

Final Release and Certificate of Final Payment (Subcontractor)

With reference to the subcontract dated _____, 20__ , as amended (the “Subcontract”), between the undersigned _____ (Name of Subcontractor) (“Subcontractor”) and POWERFLEX SYSTEMS, INC. (Name of Contractor) (“Contractor”) for the Project generally known as _____ (the “Project”), for which [_____] is the “Owner”, Subcontractor hereby certifies and represents that it has received full payment of all costs, charges and expenses incurred by it or on its behalf for work, labor, services, materials and equipment supplied to the Project and/or used in connection with its work under said Subcontract.

Intending to be legally bound hereby, Subcontractor hereby unconditionally releases and forever discharges Owner, the Contractor, the Project, and Owner’s other premises and property from all claims, liens, liabilities, and obligations of every nature whether choate or inchoate and including, without limitation, all mechanic’s and materialman’s liens and other liens and claims now, or which in the future, may be owned, claimed or asserted by Subcontractor against the aforesaid Project or Owner’s other premises or property (including personal property related thereto) arising out of or in connection with work, labor, services, materials and equipment supplied to the Project and/or used in connection with its work under the Subcontract.

Intending to be legally bound hereby, Subcontractor hereby agrees to the fullest extent of the law to indemnify and hold harmless the Owner and the Contractor from and against all costs, losses, damages, claims, causes of action, judgments and expenses, including attorneys’ fees and expenses, arising out of or in connection with claims against the Owner or the Contractor arising out of work, labor, services, materials and equipment supplied to the Project and/or used in connection with its work under the Subcontract and which may be asserted by the Subcontractor or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents or employees.

The foregoing shall not relieve Subcontractor of its obligations under the provisions of said Subcontract which survive completion of Subcontractor’s work in connection with the Project, including without limitation, warranties, guarantees and indemnities.

Executed this _____ Day of _____, 20__.

(Name of Subcontractor)

By: _____
Title: _____

Final Release and Certificate of Final Payment (Sub-subcontractor)

With reference to the sub-subcontract dated _____, 20__, as amended (the “Sub-subcontract”), between the undersigned _____ (Name of Sub-subcontractor) (“Sub-subcontractor”) and _____ (Name of Subcontractor) (“Subcontractor”) for the Project generally known as _____ (the “Project”), for which [_____] is the “Owner”, Sub-subcontractor hereby certifies and represents that it has received full payment of all costs, charges and expenses incurred by it or on its behalf for work, labor, services, materials and equipment supplied to the Project and/or used in connection with its work under said Sub-subcontract. The construction manager or general contractor for the Project is Powerflex Systems, Inc. (“Contractor”).

Intending to be legally bound hereby, Sub-subcontractor hereby unconditionally releases and forever discharges Owner, Contractor, Subcontractor, the Project and Owner’s other premises and property from all claims, liens, liabilities and obligations of every nature whether choate or inchoate and including, without limitation, all mechanic’s and materialman’s liens and other liens and claims now, or which in the future, may be owned, claimed or asserted by Sub-subcontractor against the aforesaid Project or Owner’s other premises or property (including personal property related thereto) arising out of or in connection with work, labor, services, materials and equipment supplied to the Project and/or used in connection with its work under the Sub-subcontract.

Intending to be legally bound hereby, Sub-subcontractor hereby agrees to the fullest extent of the law to indemnify and hold harmless the Owner, Contractor and Subcontractor from and against all costs, losses, damages, claims, causes of action, judgments and expenses, including attorneys’ fees and expenses, arising out of or in connection with claims against the Owner, Contractor or Subcontractor arising out of work, labor, services, materials and equipment supplied to the Project and/or used in connection with its work under the Sub-subcontract and which may be asserted by the Sub-subcontractor or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents or employees.

The foregoing shall not relieve Sub-subcontractor of its obligations under the provisions of said Sub-subcontract which survive completion of Sub-subcontractor’s work in connection with the Project, including without limitation, warranties, guarantees and indemnities.

Executed this _____ Day of _____, 20__.

(Sub-subcontractor Firm Name)

By: _____
Title: _____

EXHIBIT Q: CHANGE ORDER FORMS

Form of Change Order Notice

[Project Name]

Change Order Notice No. _____

Contractor hereby submits a Change Order Notice pursuant to that certain ENGINEERING, PROCUREMENT, AND CONSTRUCTION SERVICES AGREEMENT by and between POWERFLEX SYSTEMS, INC. (“**Contractor**”) and CITY OF LANCASTER, a California municipal corporation and charter city (“**Owner**”) dated as of [_____] (the “**Agreement**”). On [INSERT DATE] Contractor encountered the circumstances set forth at paragraph (1) below which necessitate a Change. Contractor hereby acknowledges that the Change requested herein must first be approved by Owner pursuant to a Change Order, and **any work outside the Work defined in the Agreement performed by Contractor prior to its having received a Change Order from Owner will be at Contractor’s sole risk and expense.** Terms used and not defined herein shall have the meanings set forth in the Agreement.

- 1) Circumstances necessitating a Change:

- 2) Requested Change in the Work:

- 3) Impact of this requested Change to Contract Price:

Original Contract Price	
Prior Change Orders to Date	
Current Contract Price	
New Change Order	
New Contract Price	

- 4) Impact of this requested Change to Project Schedule:

This Change Order Notice is part of the Work to be performed under the Agreement and is subject to all terms and condition of the Agreement.

Executed this ____ Day of _____, 20__

POWERFLEX SYSTEMS, INC.

By: _____

Name: _____

Title: _____

CITY OF LANCASTER,
a California municipal corporation and charter city

By: _____

Name: _____

Title: _____

FORM OF CHANGE ORDER REQUEST

[Project Name]

Change Order Request No. _____

Owner hereby submits a Change Order Request pursuant to that certain ENGINEERING, PROCUREMENT, AND CONSTRUCTION SERVICES AGREEMENT by and between POWERFLEX SYSTEMS, INC. (“Contractor”) and CITY OF LANCASTER, a California municipal corporation and charter city (“Owner”) dated as of [_____] (the “Agreement”). **Owner desires to make the Change described herein. Contractor will promptly review the Change Order Request and notify Owner, as promptly as possible and no later than seven (7) Business Days after receipt, using the form below of the options for implementing the proposed Change (including, if possible, any option that does not involve an increase in the Contract Price or an extension of the Project Schedule) and to the extent practicable based on reasonably available information the effect, if any, each such option would have on the Contract Price and the Project Schedule. After consideration of such information, Owner may, but will not be obligated to, issue a Change Order pursuant to the Agreement.**

Change desired by Owner: *(attach additional sheets as necessary)*

Information to be provided by Contractor: *(attach additional sheets as necessary)*

- 1) Suggested course for implementing this Change *(provide any alternate options, as applicable)*

- 2) Impact of this requested Change to Contract Price: *(provide any alternate options, as applicable)*

Original Contract Price	
Prior Change Orders to Date	
Current Contract Price	
New Change Order	
New Contract Price	

- 3) Impact of this requested Change to Project Schedule: *(provide any alternate options, as applicable)*

This Change Order Request is part of the Work to be performed under the Agreement and is subject to all terms and condition of the Agreement.

Submitted this ____ Day of _____, 20 ____

CITY OF LANCASTER,
a California municipal corporation and charter city

By: _____

Name: _____

Title: _____

Response of Contractor submitted this ____ Day of _____, 20 ____
POWERFLEX SYSTEMS, INC.

By: _____

Name: _____

Title: _____

FORM OF CHANGE ORDER

[Project Name]

Change Order No. _____

Contractor and Owner are engaged in that certain ENGINEERING, PROCUREMENT, AND CONSTRUCTION SERVICES AGREEMENT by and between POWERFLEX SYSTEMS, INC. (“Contractor”) and CITY OF LANCASTER, a California municipal corporation and charter city (“Owner”) dated as of [_____] (the “Agreement”). Owner hereby provides this Change Order directing the Change described hereunder on the terms described herein, pursuant to the Agreement. Except as expressly modified herein, the terms of the Agreement, including but not limited to the Work, Contract Price, and Project Schedule, shall not be modified and shall remain in full force and effect.

Change directed by Owner: *(attach additional sheets as necessary)*

Impact of this requested Change to Contract Price:

Original Contract Price	
Prior Change Orders to Date	
Current Contract Price	
New Change Order	
New Contract Price	

Impact of this Change to Project Schedule:

The issuance of this Change Order shall not be interpreted as establishing a waiver by implication, pattern of business dealing, or otherwise of the Contractor’s notice requirements under the Agreement. Contractor acknowledges that all requirements of the Contract relating to notice and time requirements of the Agreement, and all requirements related to grounds for Change Orders under the Agreement remain in full force and effect, and that Owner requires strict compliance with same. All Change Order Notices not complying with the Agreement will be granted solely at the discretion of Owner.

ACCEPTED AND AGREED:

CITY OF LANCASTER , a California municipal corporation and charter city	POWERFLEX SYSTEMS, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit R: Time and Material Rates

Labor	Regular Rate (per Hour)	Overtime Rate (per Hour)
Subcontractor/Electrician	Prevailing Wage + 10%	O.T. Prevailing Wage + 10%
Consulting Engineer, P.E.	\$150.00	N/A
EDF-DS Superintendent	\$95.00	\$85.00
EDF-DS Designer	\$95.00	N/A
EDF-DS Project Manager	\$110.00	N/A
EDF-DS Project Executive	\$150.00	N/A
Material and Equipment	Cost + 10%	N/A
Subcontractors	Cost +10%	N/A
Expenses: Travel and Reimbursables	Cost	N/A

Exhibit S: Operations and Maintenance and Services Agreement

See attached.

STAFF REPORT
City of Lancaster

CR 1
11/9/2021
JC

Date: November 9, 2021

To: Mayor Parris and City Council Members

From: Council Member Darrell Dorris

Subject: Summary of the October 14, 2021, High Desert Corridor Joint Powers Authority Board of Directors Meeting

The High Desert Corridor (HDC) Joint Powers Authority (JPA) held their meeting on October 14, 2021. The following is a summary of the item discussed during this meeting:

- Received correspondence on the following items:
 - HDC JPA Comments to CA High Speed Rail Authority.
 - HDC JPA Letter to Federal Railroad Administration (FRA) requesting the FRA environmental team initiate the Section 106 consultation process, August 23, 2021.
 - HDC JPA letter from outside counsel Venable to Surface Transportation Board transmitting HDC JPA – Construction and Operation Exemption - Passenger Rail Line in Los Angeles and San Bernardino Counties, CA, Surface Transportation.
- Approved the minutes for the July 8, 2021, HDC JPA Board Meeting.
- Approved the HDC JPA meeting calendar, as follows:
 - January 13, 2022 at 3PM
 - April 14, 2022 at 2PM
 - July 14, 2022 at 3PM
 - October 13, 2022 at 2PM
- Approved the HDC Executive Director and Support Services Contract with AVS Consulting.
 - Extends AVS Consulting, Inc., contract for an additional one-year period from November 1, 2021, through October 31, 2022, under the same terms and conditions as the existing contract, with funding included in the current FY 2021-2022 budget

- to June 30, 2022, and subject to funding in the FY 2022-2023 budget to complete the remaining extended contract term from July 1, 2022, through October 31, 2022.
- Received an update for the Metro High Desert Intercity High-Speed Rail Service and Funding Plan and Metro/SVCTA SR 138/SR18 Highway Update.
 - Antelope Valley Line Service and Capacity Improvements Project Status:
 - Public Review Period closed in September 2021, and technical team is addressing received comments.
 - Metro December Board Report to request EIR certification.
 - Metrolink to start Final Design Projects for Balboa, Canyon and Lancaster in 2022.
 - Received the HDC Executive Director Update.
 - Adopted findings and approved October 14, 2022, as a virtual meeting per AB 361
 - An additional/interim meeting may need to occur before the next regularly scheduled HDC meeting.

The meeting was adjourned to the next meeting on January 13, 2021.

LD/jr

STAFF REPORT
City of Lancaster

CR 2
11/9/2021
JC

Date: November 9, 2021

To: Mayor Parris and City Council Members

From: Vice Mayor Marvin Crist

Subject: Summary of the October 26, 2021, Board of Directors Meeting for the Antelope Valley Transit Authority (AVTA)

The AVTA is a distinct government entity created under a joint power's authority agreement between the City of Lancaster, the City of Palmdale, and Los Angeles County that provides public transit services. Vice Mayor Marvin Crist serves as the Chairman, and Councilman Raj Mahli serves as a Director on behalf of the City of Lancaster.

The following is a summary of the item discussed during the Regular Board of Director's Meeting of the Antelope Valley Transit Authority (AVTA) held on October 26, 2021.

The following members were present:

Chairman Marvin Crist
Vice Chair Dianne Knippel
Director Raj Mahli
Director Michelle Flanagan
Director Steve Hofbauer

The following actions were taken:

- The Board recognized past Lancaster City Councilwoman Angela Underwood-Jacobs for her service as an AVTA Board member representing the City of Lancaster.
- The Board authorized the Executive Director/CEO to execute Contract #2022-24 to BYD Motors LLC through the State of Georgia Contract #99999-001-SPD0000138-0008, for eight (8) K9M 40-foot electric heavy-duty low floor transit buses for an amount not to exceed \$6,530,862.09, plus applicable sales tax. Approved (5-0-0-0).

- The Board authorized the Executive Director/CEO to negotiate and execute Amendment No. 11 to Contract #2011-032, with Transdev Services, Inc., for fixed route operations and maintenance services, effective January 1, 2022, through June 30, 2022, for an amount not to exceed \$10,000,000.00. Approved (5-0-0-0).
- The Board authorized the Executive Director/CEO to execute a purchase agreement with WAVE for a single WAVE charging system to be installed at the main facility. The system has been negotiated down to WAVE's current best pricing in the amount of \$255,000.00, plus applicable sales tax. Another \$150,000.00 is being requested to be reserved for installation. Approved (5-0-0-0).

The meeting was adjourned to Tuesday, November 23, 2021.

CVH/jr