

ORIGINAL

AGREEMENT NO. A – 4620

**CONTRACT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE CITY OF PALMDALE AND DYETT & BHATIA**

THIS CONTRACT FOR DESIGN PROFESSIONAL SERVICES (“Contract” herein) is made and entered into this 2nd day of March, 2014 by and between the City of Palmdale a public body corporate and politic, (hereinafter called “CITY”) and **DYETT & BHATIA URBAN AND REGIONAL PLANNERS** (hereinafter called “PROJECT DESIGNER”).

RECITALS

WHEREAS, City desires to engage PROJECT DESIGNER to perform certain technical and professional services, as provided herein, in connection with that certain project identified as City of Palmdale Transit Oriented Development (TOD) Overlay Zone Project and Environmental Impact Report (EIR) – (PN 677).

WHEREAS, PROJECT DESIGNER represents that PROJECT DESIGNER has the expertise and is qualified to perform the services described in this Contract and is duly registered under the laws of the State of California.

WHEREAS, PROJECT DESIGNER desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

- 1.1 The City hereby engages PROJECT DESIGNER, and PROJECT DESIGNER accepts such engagement, to perform the design professional services set forth in the “**Scope of Services**” attached hereto as Exhibit “A” and incorporated herein by reference. PROJECT DESIGNER shall perform and complete all such work and services in a manner satisfactory to CITY.
- 1.2 Project deliverables shall be reviewed and approved by CITY to determine acceptable completion. CITY shall have the right to review and inspect the work during the course of its performance at such times as may be specified by CITY.
- 1.3 PROJECT DESIGNER shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract change order or amendment and signed by CITY. Any extensions of time must be mutually agreed upon in writing and executed by both parties.

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

2 CITY PROJECT MANAGER

To provide the design professional services required by this Contract, PROJECT DESIGNER shall act under the authority and approval of a Project Manager appointed by the Director of Development Services/designee. The City Project Manager will oversee the work under this Contract, assist PROJECT DESIGNER with any necessary information, audit billings, and approve payments. PROJECT DESIGNER shall channel reports, deliverables and special requests through the City Project Manager.

3 PROJECT DESIGNER'S KEY PERSONNEL

PROJECT DESIGNER's Team and Key Personnel are set forth in Exhibit C which is attached hereto and incorporated herein by reference. This Design Professional Services Contract has been awarded to PROJECT DESIGNER based on its representation that those personnel and subcontractors submitted as part of its Statement of Qualifications and listed in Exhibit C attached hereto and incorporated herein by reference will perform the portions of the work listed on said Exhibit C. PROJECT DESIGNER shall not deviate nor substitute any of these team members without prior written approval by CITY.

4 COMMENCEMENT AND COMPLETION OF WORK

The execution of this Contract by the parties does not constitute an authorization to proceed. The services of PROJECT DESIGNER shall commence when CITY, acting by and through its Project Manager, has issued an Authorization to Proceed. PROJECT DESIGNER shall complete all the work described in Exhibit "A" and submit final deliverables within 36 months or (1,095) calendar days following PROJECT DESIGNER's receipt of Authorization to Proceed. PROJECT DESIGNER shall have no claim for compensation for any services or work, which has not been authorized by CITY's Authorization to Proceed.

5 TAXES

- 5.1 PROJECT DESIGNER shall pay all sales, consumer, use, and other similar taxes required to be paid by PROJECT DESIGNER in accordance with state and local laws.
- 5.2 PROJECT DESIGNER is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of CITY. No person employed by PROJECT DESIGNER or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

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

6 PATENT FEES AND ROYALTIES

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

7 STANDARDS OF PERFORMANCE

- 7.1 PROJECT DESIGNER shall be responsible for the completeness and accuracy of its services and work and documents resulting there from, and CITY shall not be responsible for discovering deficiencies therein. PROJECT DESIGNER shall correct any such deficiencies or errors without additional compensation and without cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY-furnished information.
- 7.2 PROJECT DESIGNER shall be familiar with CITY's Standard Details and Specifications and other relevant CITY regulations. PROJECT DESIGNER shall ensure there are no conflicts among the Contract Documents including, but not limited to, the CITY's Standard Specifications and Special Provisions for Construction Contracts, the plans and specifications prepared by PROJECT DESIGNER, any standard details or specifications incorporated therein by reference, and the Construction Contract.

8 PROJECT DESIGNER'S PERSONNEL

- 8.1 All services required under this Contract shall be performed by PROJECT DESIGNER, or under PROJECT DESIGNER's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

- 8.2 PROJECT DESIGNER shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Contract, and compliance with all reasonable performance standards established by CITY.
- 8.3 PROJECT DESIGNER shall be responsible for payment of all PROJECT DESIGNER's employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to the employer's liability, workers' compensation, unemployment insurance, and Social Security.
- 8.4 PROJECT DESIGNER shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from PROJECT DESIGNER's acts or omissions with respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.
- 8.5 PROJECT DESIGNER shall pay, if required by applicable law, not less than the general prevailing hourly wage rates, as determined by the Director of the Department of Industrial Relations pursuant to the California Labor Code, for each craft, classification, or type of worker needed to perform the Contract. Copies of the prevailing rate of per diem wages are on file in the office of the Director of Public Works.

9 COMPENSATION

- 9.1 For all of work and services including the various phases of tasks as described in Exhibit A, Scope of Services, CITY shall pay to PROJECT DESIGNER an amount not to exceed the sum of three hundred thirty eight thousand five hundred and ninety seven dollars (\$ 338,597), in accordance with the Fee Schedule attached hereto as Exhibit "B" and incorporated herein by reference. PROJECT DESIGNER shall perform no work in excess of the total contract price without prior approval of CITY. Total contract price includes expenses related to travel to and from CITY to meet with City and to appear before City Council or any other board or commission of CITY.
- 9.2 An application and certification for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting hours being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within the project; any/all backup documentation supporting the above items. Work schedule updates must also be included in the monthly progress payment requests.
- 9.3 PROJECT DESIGNER shall maintain adequate records and shall permit inspection and audit by CITY of PROJECT DESIGNER's charges under this Contract. PROJECT DESIGNER shall make such records available to CITY

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

- 9.4 No payment made hereunder by CITY to PROJECT DESIGNER, shall be construed as an acceptance by CITY of any work or materials, nor as evidence of satisfactory performance by PROJECT DESIGNER of its obligations under this Contract.

10 INDEMNIFICATION

PROJECT DESIGNER agrees to indemnify, defend and hold harmless CITY, and its respective officers, agents and employees, from and against all claims, losses, obligations, or liabilities which arise out of, or are in any way related to, PROJECT DESIGNER's negligence, recklessness, or willful misconduct under this Contract.

11 INSURANCE

- 11.1 PROJECT DESIGNER, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 11.8, must be reviewed and accepted by the City Attorney.**

11.1.1 Workers' Compensation and Employer's Liability

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

11.1.2 Professional Liability Insurance*

- \$1,000,000 with no deductible, or;
- Comparable alternative as determined by the City Attorney; and
- Policy form on a claim-made basis

11.1.3 Commercial General Liability

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

11.1.4 Commercial Automobile Liability

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

- 11.2 All of PROJECT DESIGNER's policies shall contain an endorsement providing that written notice shall be given to CITY at least thirty - (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.
- 11.3 Policies providing for bodily injury and property damage coverage shall contain the following:
- A. An endorsement extending coverage to the City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The Certificate and endorsements shall state that: "The City of Palmdale, City of Palmdale in its capacity as the Successor Agency to the CRA, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured".
 - B. "Severability of Interest" clause.
- 11.4 Promptly on execution of this Contract, and prior to commencement of any work, PROJECT DESIGNER shall deliver to CITY certificates of insurance and endorsements to all required policies demonstrating that PROJECT DESIGNER has the required coverage and showing the required named insureds. Within five (5) days of written request from CITY, PROJECT DESIGNER shall deliver to CITY full and complete copies of all insurance policies required by this Contract.
- 11.5 The requirements as to the types and limits of insurance to be maintained by PROJECT DESIGNER are not intended to and shall not in any manner limit or qualify PROJECT DESIGNER's liabilities and obligations under this Contract.
- 11.6 Any policy or policies of insurance that PROJECT DESIGNER elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Contract shall include a provision waiving the insurer's right of subrogation against CITY.
- 11.7 All insurance coverages must be maintained throughout the duration of this Contract.
- 11.8 Acceptable Proof of Insurance:

11.8.1 ACORD Certificate of Insurance listing all coverages, limits, deductibles and insureds; and endorsements for all applicable coverages if agent has authority to issue it; Additional insured Form CG20101185 or CG20100707 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

11.8.2 Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements listing all insurers must be submitted to the City Attorney.

11.8.3 *When coverage is provided on a “claims made basis”, CONTRACTOR will continue to renew the insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any acts or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.

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

12 TERMINATION WITHOUT CAUSE

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

13 TERMINATION FOR CAUSE

13.1 If the City determines that the PROJECT DESIGNER has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, the City shall give written notice to the PROJECT DESIGNER specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the

basis for the City's dissatisfaction and suggest corrective measures. If, after thirty days, the PROJECT DESIGNER has failed to implement the corrective measures, the City may elect to terminate this Contract, in whole or in part.

13.2 In the event the City terminates this Contract in whole or in part as provided herein above, the City may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

13.3 If this Contract is terminated as provided above, the City may require the PROJECT DESIGNER to provide all finished or unfinished documents, data, studies, software, drawings, maps, photographs, reports, etc., prepared by the PROJECT DESIGNER. Upon such termination, the PROJECT DESIGNER shall be paid an amount equal to the value of the services provided and work performed as of the date of termination. Such payment by the City may take into consideration the costs associated with hiring another PROJECT DESIGNER to complete the services. In the event no new PROJECT DESIGNER is employed, the PROJECT DESIGNER shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents when such are delivered to CITY, and to authorized reimbursement expenses.

The above is in addition to any other remedies available by law or equity to the City.

13.4 If, after notice of termination of the Contract under the provisions of this Section 13, it is determined, for any reason, that the PROJECT DESIGNER was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 12.

14 DISPUTE RESOLUTION

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

15 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, tracings, drawings, plans, specifications, original mylars, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of this Contract are to be, and remain the property of, CITY. PROJECT DESIGNER shall furnish CITY, upon its request, originals or reproducible or electronic copies of technical specifications and of all other documents

listed above. PROJECT DESIGNER shall endorse, by his professional seal, all plans and data furnished by him.

16 RE-USE OF DOCUMENTS

The parties agree the documents, drawings, specifications and designs, although the property of CITY, are prepared for a specific project and are not intended nor represented by PROJECT DESIGNER to be suitable for re-use for any other project. Any reuse without written verification or adaptation by PROJECT DESIGNER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to PROJECT DESIGNER.

17 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

17.1 PROJECT DESIGNER shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to PROJECT DESIGNER from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

- A. The amount involved, together with PROJECT DESIGNER's analysis of such cost or price; and
- B. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY.
- C. The requirement to hire only those persons authorized by federal law to work in the United States.

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

18 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

18.1 In performance of this Contract, PROJECT DESIGNER shall not discriminate against any employee, subcontractor or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation or age. PROJECT DESIGNER will take affirmative action to ensure that applicants are employed, and that employees are treated

during employment, without regard to their race, color, religion, ancestry, sex, national origin, handicap 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.

- 18.2 The provisions of subsection 18.1 above shall be included in all solicitations or advertisements placed by or on behalf of PROJECT DESIGNER for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of PROJECT DESIGNER and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

19 FINANCIAL INTEREST CERTIFICATION

- 19.1 PROJECT DESIGNER warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no officer or employee of the CITY has any interest, financially or otherwise, in PROJECT DESIGNER's firm.
- 19.2 For breach or violation of this warranty, CITY shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

20 CONFLICT OF INTEREST

- 20.1 PROJECT DESIGNER stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause PROJECT DESIGNER to be "financially interested" (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.
- 20.2 PROJECT DESIGNER shall not employ any City official or employee to perform any work required pursuant to this Contract.
- 20.3 If PROJECT DESIGNER is a registered professional engineer or licensed land surveyor and the scope of work requires PROJECT DESIGNER's recommendation of the actual formula to spread the costs of an assessment

district's improvements, then PROJECT DESIGNER shall not participate in making that recommendation if the additional elements set forth in Government Code section 87100.1(c) apply. Those additional elements are: (1) PROJECT DESIGNER has received income of \$250 or more for professional services in connection with any parcel included in the benefit assessment district within 12 months prior to the creation of the district; and (2) the district includes other parcels in addition to those parcels for which PROJECT DESIGNER received the income. In the event a conflict of interest does arise in that context, City shall select a different PROJECT DESIGNER to recommend the actual formula to spread the costs of the assessment district's improvements and the costs of such services shall be deducted from the compensation to be paid to PROJECT DESIGNER.

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

21 COMPLIANCE WITH LAW

- 21.1 PROJECT DESIGNER shall comply with all state and federal laws, including but not limited to, the requirement to hire only those persons authorized by federal law to work in the United States. If PROJECT DESIGNER uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by PROJECT DESIGNER.
- 21.2 The law of the state of California shall govern this Contract. The venue of any legal action, either formal or informal, shall be the County of Los Angeles.

22 NOTICES

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

23 ENTIRE CONTRACT AND AMENDMENTS

- 23.1 This Contract is the complete agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.
- 23.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by PROJECT DESIGNER hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

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

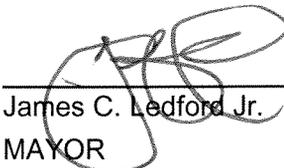
24 ATTORNEY'S FEES

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

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

CITY OF PALMDALE

**PROJECT DESIGNER:
DYETT & BHATIA**



James C. Ledford Jr. 4/8/14 Date
MAYOR



Martha Miller, 3-5-14 Date
AICP, Principal

ADDRESS FOR NOTICE:

ADDRESS FOR NOTICE:

City of Palmdale
Planning Department
38250 Sierra Highway
Palmdale, California 93550

Dyett & Bhatia
755 Sansome St., Suite 400
San Francisco, California 94111

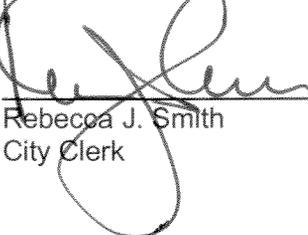
APPROVE AS TO FORM:



Wm. Matthew Ditzhazy
City Attorney

ATTEST:

ATTEST: If Corporation



Rebecca J. Smith
City Clerk

Secretary

Exhibit A

Scope of Services

Scope of Services

The Scope of Services presented below present our approach to data collection and existing conditions analysis, TOD Overlay Zone formulation, environmental assessment, and preparation of the documents.

Initials in parentheses following the sub-section heading identify the lead firm for each sub-task:

- **D&B:** Dyett & Bhatia
- **RBF:** RBF Consulting (Environmental Consultants)
- **NN:** Nelson\Nygaard (Transportation Planners)
- **MLA:** Mia Lehrer + Associates (Landscape Architects)

“**Team**” refers to the entire consulting team

1.1 Project Kick-off

Objective: Kick-off the planning project, conduct a kick-off meeting, finalize scope of work and schedule, establish protocols, outreach to key stakeholder groups and individuals, and publish project website.

1-1 Kick-off Teleconference Meeting with City Staff (Team)

Participate in a kick-off teleconference meeting with the project team, including staff from the Public Works Department, Planning Division, Housing Division, and others. Review the goals of the planning effort; work program, deliverables, and schedule; approach to public participation; and the roles and responsibilities of each team member. The TOD Overlay Zone setting will be introduced; key stakeholders identified, and grant report requirements and the relationship between the TOD Overlay Zone and other relevant planning efforts will be discussed.

Deliverables	<ul style="list-style-type: none"> • Agenda • Meeting Summary including write up on general approach to the project’s scope of work, and identification of roles and responsibilities • Preliminary Public Outreach Plan • Summary table of relevant planning and transportation plans/studies/documents impacting the study area (City Staff)
Milestones	<ul style="list-style-type: none"> • Kick-off teleconference meeting – Consultant team to participate in a kickoff meeting via conference phone call

1-2 Identify and Contact Key Stakeholders (D&B, City Staff)

1.2-A *Revise the Preliminary Public Outreach Plan.* Revise Preliminary Public Outreach Plan based on staff comments and incorporate a list of key stakeholder groups and individuals, including those stakeholders identified in Task 1.0 as well as the following potential key stakeholders identified by City Staff: focused area residents (including disabled and elderly); business owners; property owners, including non-resident property owners; renters; Antelope Valley Transit Authority (AVTA); Metrolink, Metro (transit and rail representatives), SCAG, Caltrans, etc.; Antelope Valley Board of Trade; Antelope Valley Air Quality Management District (AVAQMD); Palmdale Chamber of Commerce; Palmdale Hispanic Chamber of Commerce; Antelope Valley African American Chamber of Commerce; and Plant 42 representatives.

1.2-B *Conduct outreach to key stakeholder groups and individuals.* Conduct a series of small group stakeholder/focus group meetings held over a one- or two-day period. Specific outreach efforts to be developed in consultation with staff but may consist of one-on-one or small group interviews with stakeholders or attending meetings of interest groups and organizations in locations where these groups already meet. City staff will be responsible for identifying and contacting stakeholders and coordinating interviews/meetings.

Deliverables	<ul style="list-style-type: none"> • Stakeholder database (City Staff) • Revised Public Outreach Plan
Milestones	<ul style="list-style-type: none"> • Confirm stakeholders / create stakeholder contact database (City Staff) • Stakeholder meetings (1 trip)

1-3 Website Development and Maintenance (D&B, City Staff)

Coordinate with the City’s IT Department/Public Information Office to develop a project-specific website and prepare information about the purpose of the planning process and project progress; workshops; meeting materials, reports, and graphics. The site will also act as a record of the process, providing meeting dates, agendas, and meeting notes in a central, accessible location. Project memorandum and milestone documents may be uploaded to the project website to be accessed by interested community members. City staff will lead in the development of specific content and manage programming and the posting of content updates.

Deliverables	<ul style="list-style-type: none"> • Project-specific webpage on City’s website
Milestones	<ul style="list-style-type: none"> • Project-specific webpage on City’s website

Task 1 Assessment

Objective: Prepare baseline GIS database, existing conditions analysis, and livability audit. Data collected will inform the TOD Overlay Zone, and will include information and analysis to prepare the EIR environmental settings described under Task 4. D&B will also conduct the first of two community workshops to provide an overview of the project.

2-1 Existing Conditions and Site Analysis (Team)

2.1-A *Existing Documents Technical Review.* Conduct a technical review of the City's existing Zoning Ordinance, General Plan, Palmdale Transit Village Specific Plan, Palmdale Energy Action Plan, Palmdale Strategic Plan, and other pertinent documents as identified by City Staff. Review aerial imagery and other project specific maps, documents, and plans.

2.1-B *Prepare an Existing Conditions and Site Analysis Report.* The report will consist of maps and diagrams with supporting narrative. Key findings will be summarized to inform the subsequent planning process. The following subjects will be covered:

- ***Vacant and Built Land (D&B).*** Analysis and mapping of vacant and built land will include identification of existing land use in the project area based on information from the City, County Assessor's office, and focused fieldwork. D&B will also identify opportunity sites at the parcel level based on staff direction, fieldwork and development intensity/land value analysis to determine realistic opportunities for new development.
- ***Infrastructure (D&B and RBF).*** The infrastructure assessment will include review of existing infrastructure capacity and anticipated additional demand necessary to support the expected scope of the General Plan Land Use Policy Map Amendments.
- ***Circulation/Access (NN).*** The circulation assessment will be based on field observations, review of policy and standards, and data review, including the following information about the existing circulation network:
 - Maps of existing street classifications, bikeway network, transit service and pedestrian priority zones;
 - Review of existing travel mode splits, origin/destination patterns and transit service;
 - Review of existing street-design standards;
 - Summary of peak-hour turning movement and pedestrian/bicycle volume data and summary of 24-hour traffic volumes;
 - Opportunities and constraints for pedestrian, bicycle, motor vehicle, and transit access.

The future circulation network will then be considered, including:

- Proposed roadway improvements (based on previous transportation modeling); and alternative mode facilities and improvements (based on planned improvements).
- Review of future-baseline traffic volume forecasts and underlying assumptions (i.e, land use/transportation balance and model-forecasted origin/destination patterns and travel modes).
- Planned and anticipated rail alignment, improvements, and station location including the California High Speed Rail, XpressWest High Speed Rail, and Metrolink.
- **Livability (D&B).** This section will be informed by the Livability Audit conducted in Task 2.2. The livability assessment will identify opportunities and constrains related to way-finding, recreation, pedestrian access, access to services and infrastructure, as well as other livability issues.
- **Development Constraints (D&B).** D&B will identify constraints to future development having to do with fractured ownership, parcel size and shape, access issues, and other aspects of the existing pattern of development.
- **Overall Character (D&B).** D&B will summarize the structure of the neighborhood as defined by its edges, major streets, landmarks, activity nodes, gateways, block and lot patterns, and building types.

Deliverables	<ul style="list-style-type: none"> • Existing Conditions and Site Analysis Report, written (hard copy) and electronic report (including maps and photographs) • Maps provided in GIS and/or AutoCAD format
Milestones	<ul style="list-style-type: none"> • Focused Fieldwork (1 trip) • Existing Conditions and Site Analysis Report

2-2 Livability Audit (D&B and City Staff)

Conduct a Livability Audit in coordination with area students. Coordinate with nearby schools (Yucca School and/or R. Rex Parris High School) to survey the project area. City staff will be responsible for contacting the schools and initiating the effort. The Livability Audit Report will identify opportunities and constraints to include but not limited to: way-finding, recreation, pedestrian access, access to services and infrastructure. D&B will work with City Staff to establish criteria and guidelines for the survey and D&B will prepare a tour booklet containing a map of the project area, pictures and maps.

Deliverables	<ul style="list-style-type: none"> • Livability Criteria and Guidelines • Tour booklet with maps and pictures • Survey plan (route identification, schedule, and legal clearance for students) • Livability Audit Summary Report
Milestones	<ul style="list-style-type: none"> • Livability Audit Report

2-3 Community Workshop #1 (D&B and City Staff)

This meeting is expected to introduce the project’s scope and goals, provide an overview of the TOD Overlay Zone and environmental review process, help generate visibility and involvement by community members and stakeholders, and introduce key findings of the Existing Conditions and Site Analysis Report and Livability Audit. D&B will draft press and media releases which can be distributed to local media and used in promotion materials to publicize the workshop.

Deliverables	<ul style="list-style-type: none"> • Meeting Materials such as PowerPoint presentation, display boards, photographs, maps, concept drawings for display and interactive uses • Audio recording of the workshop • Meeting notes and summary of all public testimony
Milestones	<ul style="list-style-type: none"> • Community Workshop #1 (1 trip)

Task 3. Analysis

Objective: Use the existing conditions study and stakeholder outreach to prepare the Multi-modal Access, Circulation, and Connectivity Analysis; Urban Design, Street and Streetscape Recommendations; TOD Overlay Zone; and General Plan, Zoning Ordinance, and PTVSP amendments. This task includes development of preliminary concepts for the land use plan and policies; mobility strategy with a focus on multimodal access and connectivity; streetscape concepts; and urban design.

3-1 Multi-Modal Access, Circulation and Connectivity Analysis (NN, D&B)

3.1-A *Transportation Report.* Building on the Existing Conditions and Site Analysis Report, NN will conduct a multimodal access, circulation, and connectivity analysis of the project area. This will include analyzing and making recommendations regarding all modes of transportation within the project area, addressing elements such as:

- A coherent and effective street, trail and greenway network for the project area design and performance standards for streets, intersections, greenways and trails that will result in the creation of “Complete Streets”, which meet the needs of all users, including pedestrians, bicyclists, transit users, and motorists.

- An effective parking plan, including both proposed public parking facilities, and design and performance standards for private parking.
- An integrated transit network, encompassing bus and shuttle service (e.g. Antelope Valley Transit Authority routes), Metrolink commuter rail, and high-speed rail (California High Speed Rail and XpressWest).
- Palmdale Regional Airport access.
- Taxis, carsharing, bicycle sharing, and other shared transportation modes.
- A coherent set of transportation demand management strategies.

The Transportation Report will provide recommendations for revisions, changes, or additions to the General Plan, Zoning Ordinance and PTVSP, as necessary. D&B will prepare three computer-simulated 3D simulations of key transportation systems, as they interface, affect and connect with the PTC.

3.1-B *Transportation Impact Analysis.* Prepare the Transportation Impact Analysis (TIA) report required to support the project’s environmental review document. The Traffic Impact Analysis will evaluate multi-modal transportation impacts to traffic, transit, bicycle, and pedestrian circulation. For the traffic operations portion of the CEQA analysis, NN will evaluate AM and PM Peak Hour Level of Service (LOS) at up to 10 study intersections, under each of two transportation analysis scenarios. To the extent possible, NN will seek to develop a transportation strategy that makes the plan “self-mitigating,” so that the plan’s recommended street designs, transit improvements, transportation demand management strategy and other measures mitigate the impacts of future transit-oriented development.

Deliverables	<ul style="list-style-type: none"> • Transportation Report, written (hard copy) and electronic report (including maps and photographs) <ul style="list-style-type: none"> ○ Recommendations for revisions, changes, or additions to the General Plan, Zoning Ordinance and PTVSP, as necessary. ○ Three computer-simulated 3D simulations of key transportation systems, as they interface, affect and connect with the PTC • Transportation Impact Analysis • Maps provided in GIS and/or AutoCAD format
Milestones	<ul style="list-style-type: none"> • Transportation Report

3-2 Urban Design, Street and Streetscape Standards (MLA, NN)

3.2-A *Design and Streetscape Recommendations.* Guided by the existing conditions study and stakeholder outreach, MLA will prepare illustrative urban design and streetscape exhibits for incorporation into the TOD Overlay Zone. Urban design and streetscape guidelines will describe the desired shape and character-forming aspects of structures and private and public open spaces within the TOD Overlay Zone. Design standards could include street level transparency, ground floor uses, massing height, character, and setbacks. MLA will also identify streetscape

standards involving street furniture (street lights, garbage bins, benches, bollards, art, etc.), and sidewalks and landscaping (planting, water features, etc.).

3.2-B *Street and Access Recommendations.* NN will provide input and recommend concepts for street modifications for key access corridors, as well as work closely with MLA to prepare street and trail standards, including basic dimensions, lane configurations, and other transportation-related standards for the project area's streets and trails. The Urban Design, Street and Streetscape Recommendations Report will provide recommendations for revisions, changes, or additions to the General Plan, Zoning Ordinance and PTVSP, as necessary.

Deliverables	<ul style="list-style-type: none"> • Urban Design, Street and Streetscape Recommendations Report, written (hard copy) and electronic report detailing findings, opportunities, and recommendations for elements listed under 3-2. <ul style="list-style-type: none"> ○ Recommendations for revisions, changes, or additions to the General Plan, Zoning Ordinance and PTVSP, as necessary. • Maps provided in GIS and/or AutoCAD format
Milestones	<ul style="list-style-type: none"> • Urban Design, Street and Streetscape Recommendations Report

3-3 TOD Overlay Plan, Land Use and Zoning Modifications (D&B)

Prepare a TOD Overlay Plan, Land Use and Zoning Recommendations Report detailing findings, constraints, opportunities and recommendations. The Report will include a draft Amended Land Use Policy Map and document acreage changes by land use and zoning type in a matrix, as well as identify General Plan, Zoning Ordinance, and PTVSP amendments needed to carry out the TOD Overlay Zone vision.

Deliverables	<ul style="list-style-type: none"> • TOD Overlay plan, Land Use and Zoning Recommendations Report, written (hard copy) and electronic report detailing findings, opportunities, and recommendations for elements listed under 3-3. <ul style="list-style-type: none"> ○ Matrix – acreage change by land use and zoning type ○ Recommendations for revisions, changes, or additions to the General Plan, Zoning Ordinance and PTVSP, as necessary. • Maps provided in GIS and/or AutoCAD format
Milestones	<ul style="list-style-type: none"> • TOD Overlay plan, Land Use and Zoning Recommendations Report

3-4 Community Workshop #2 (D&B and City Staff, Team Members as appropriate)

This meeting is expected to re-introduce the project's scope and goals, and report on the status of the various studies and outreach efforts. The workshop will include reporting on project-specific findings, constraints, opportunities and recommendations for the TOD Overlay Zone. D&B will draft press and media releases which can be distributed to local media and used in promotion materials to publicize the workshop.

Deliverables	<ul style="list-style-type: none"> • Meeting Materials such as PowerPoint presentation, display boards, photographs, maps, concept drawings for display and interactive uses • Audio recording of the workshop • Meeting notes and summary of all public testimony
Milestones	<ul style="list-style-type: none"> • Community Workshop #2 (1 trip)

Task 4. Environmental Assessment

Objective: Prepare environmental review document required under CEQA, expected to be an Environmental Impact Report (EIR). The EIR should substantially reduce the environmental review needed for subsequent transit-oriented development projects and supporting infrastructure.

4-1 Notice of Preparation (NOP)/Scoping Meetings (RBF)

- 4.1-A *Notice of Preparation.* Prepare, distribute, post, and file the Notice of Preparation (NOP) for the EIR. The NOP will indicate the City’s decision to prepare an EIR that addresses all potential environmental issue areas; thus, a detailed Initial Study will not be prepared. This task includes certified mailing to affected agencies and interested parties. Comments received in response to the NOP will be evaluated during the preparation of the EIR.
- 4.1-B *Scoping Meeting.* Conduct one public scoping meeting so that the community can gain an understanding of the proposed Project and provide comments on environmental concerns.

Deliverables	<ul style="list-style-type: none"> • Notice of Preparation and notice document • Scoping meeting sign-in sheets • Summary of meeting (verbal and written)
Milestones	<ul style="list-style-type: none"> • NOP filed, Scoping Meeting(s)

4-2 Administrative Draft EIR (RBF)

- 4.2-A *Administrative Draft EIR.* Prepare an Administrative Draft EIR and technical studies for environmental factors required under CEQA. The effect of the Land Use Policy Map Amendments and TOD Overlay Zone policies and development potential on the environment will be analyzed and significant impacts will be identified. Impacts and mitigation measures will be organized and discussed by topic.
- 4.2-B *Environmental Legally Adequate Impact Analysis.* The Environmental Analysis section of the EIR will thoroughly discuss the existing conditions for each environmental issue area and identify short-term construction and long-term operational impacts associated with the Project and their levels of significance. The impact analysis will be in a consistent order of environmental factors as Appendix

Agreement with **DYETT & BHATIA**

G of the CEQA Guidelines (Aesthetics, Agricultural, Air Quality, etc.). Environmental topical areas where no impacts or less than significant impacts are anticipated will be addressed in the “Effects Found Not to be Significant” chapter of the EIR. For each environmental issue requiring EIR analysis, the EIR will provide the analysis discussion, feasible mitigation measures specific to this environmental issue, and level of significance after mitigation for that environmental issue.

4.2-C *Technical Studies.* Prepare technical analysis for noise, air quality, and greenhouse gas emissions. The traffic technical study will be prepared by NN (see Task 3.1). This scope of work does not include the preparation of other technical studies, such as geology or hydrology/drainage. Geotechnical hazards will be identified based on existing geotechnical and soil data contained in previously prepared soils and geotechnical investigations and information provided by the City. A qualitative review of existing hydrology/hydraulics and water quality features will be evaluated, known storm drain facilities and deficiencies will be identified, and impacts to hydrology due to changes in percent impervious will be studied.

Deliverables	<ul style="list-style-type: none"> • Administrative Draft EIR • Maps provided in GIS and/or AutoCAD format
Milestones	<ul style="list-style-type: none"> • Administrative Draft EIR

4-3 Draft EIR (RBF)

Based on comments on the Administrative Draft EIR, prepare a legally adequate Draft EIR for the required 45-day public review period. Prepare the Notice of Completion (NOC) for submittal to the Office of Planning and Research (OPR) and work with the City to develop a distribution listing for the NOC and Draft EIR.

Deliverables	<ul style="list-style-type: none"> • Draft EIR (5 copies, 30 CD’s, and one reproducible copy) • Notice of Completion
Milestones	<ul style="list-style-type: none"> • Completion of Draft EIR

4-4 Public Hearing on Draft EIR (RBF, D&B)

Prepare for and attend a Planning Commission meeting to solicit comments on the Draft EIR during the 45-day review period. This meeting is in conjunction with the meeting on the TOD Overlay Zone and General Plan, Zoning Ordinance, and PTVSP amendments detailed in Task 5-2.

Deliverables	<ul style="list-style-type: none"> • Planning Commission Meeting • Audio recording of the workshop • Meeting notes and summary of all testimony.
Milestones	<ul style="list-style-type: none"> • Public hearing on EIR (Combined with Planning Commission Hearing detailed in Task 5-2)

4-5 Notice of Determination (NOD) / Final EIR (RBF)

- 4.5-A *Response to Comments.* Following the 45-day public review period, response to comments will be prepared. The scope assumes the response to comments can be completed without additional technical studies.
- 4.5-B *Final EIR.* The Final EIR will consist of the revised Draft EIR text, as necessary, the “Response to Comments ” section, and the Mitigation Monitoring and Reporting Program. The Draft EIR will be revised in accordance with the responses to public comments on the EIR.
- 4.5-C *Mitigation Monitoring and Reporting Program.* To comply with the Public Resources Code Section 21081.6 (AB 32180), prepare a Mitigation Monitoring and Reporting Program to be defined through working with City staff to identify appropriate monitoring steps/procedures and in order to provide a basis for monitoring such measures during and upon Project implementation.
- 4.5-D *Notice of Determination.* Prepare a Notice of Determination will be for Agency filing within five days of EIR certification. This scope of work excludes the required fees for the California Department of Fish and Wildlife (CDFW).
- 4.5-E *Process Facilitation.* Provide administrative assistance to facilitate the CEQA process including the preparation of the Notice of Determination, Statement of Overriding Considerations, and Findings for City use in the Project review process. Findings will be prepared in accordance with the provisions of Section 15091 and 15093 of the State CEQA Guidelines and in a form specified by the City.

Deliverables	<ul style="list-style-type: none"> • Response to Comments • Mitigation Monitoring Plan and Reporting Program • Final EIR (10 printed copies and one electronic copy) • All associated notices and findings in compliance with CEQA <ul style="list-style-type: none"> ○ Findings and Statement of Overriding Considerations ○ NOD and Administrative Record
Milestones	<ul style="list-style-type: none"> • NOD filed and Administrative Record verified

Task 5. Final Adoption Process

Objective: Adoption of the Final TOD Overlay Zone, General Plan Land Use Amendments, Zoning Ordinance Amendments, Palmdale Transit Village Specific Plan Amendments, and certification of the Final EIR.

5-1 Public Notice (D&B and City Staff)

Assist City staff in preparing for the formal public review and adoption process, including providing a draft of the proposed regulatory changes associated with the TOD Overlay Zone (General Plan, Zoning Ordinance and PTVSP amendments), and related EIR to be made available at the City Library, City website and at the City’s Development Services Building (Planning Department).

Deliverables	<ul style="list-style-type: none"> • Certified property owners list (City Staff) • Public notice (City Staff) • Draft TOD Overlay Zone; General Plan, Zoning Ordinance, and PTVSP amendments; and EIR
Milestones	<ul style="list-style-type: none"> • Compliance with legal requirements for public noticing prior to public meetings

5-2 Planning Commission Adoption (D&B, RBF)

Attend, prepare materials for, and make formal presentation of the TOD Overlay Zone; General Plan, Zoning Ordinance, and PTVSP amendments; and EIR before the Planning Commission. This meeting is in conjunction with the meeting on the EIR detailed in Task 4-4.

Deliverables	<ul style="list-style-type: none"> • Presentation at Planning Commission
Milestones	<ul style="list-style-type: none"> • Planning Commission approval (1 trip for each D&B and RBF)

5-3 City Council Adoption (D&B, RBF)

Attend, prepare materials for, and make formal presentation of the TOD Overlay Zone; General Plan, Zoning Ordinance, and PTVSP amendments; and EIR before the City Council.

Deliverables	<ul style="list-style-type: none"> • Presentation at City Council
Milestones	<ul style="list-style-type: none"> • City Council adoption (1 trip for each D&B and RBF)

5-4 Final production/distribution (D&B)

Based on City Council action and final text changes provided by City staff, D&B will prepare the final TOD Overlay Zone; and General Plan, Zoning Ordinance, and PTVSP amendments.

Deliverables	<ul style="list-style-type: none"> Final TOD Overlay Zone, and General Plan, Zoning Ordinance, and PTVSP amendments (Hard and electronic copies; all maps will be in GIS and/or AutoCAD format)
Milestones	<ul style="list-style-type: none"> Project completion

Budget

The total budget for the outlined Scope of Services is \$338,597. The tables on the following page explain the proposed budget in detail: Hours by Person by Task, and Budget by Person by Task. This is a guaranteed maximum fee and includes all personnel costs, meeting costs, direct costs, and delivery of products identified in the work program. Direct costs are billed with no administrative markup or handling fee.

Assumptions

Our budget is based on the following assumptions:

- Invoices.** Invoices will be based on a fixed cost basis according to an agreed-upon schedule of product delivery.
- Meeting Attendance.** The budget assumes six trips for D&B and two trips for RBF to attend on-site meetings/workshops as shown in the Scope of Services. These trips are anticipated to occur at regular intervals throughout the project. During each trip, meetings with multiple groups may occur. Costs of additional trips for meeting attendance would be on a time and materials basis if requested; such costs are not included within the guaranteed maximum fee. We are able to participate in additional meetings via conference call or video conference for no additional charge.
- Consolidated Comments and Direction.** City staff will provide a single set of consolidated comments on the review drafts of all documents.
- Electronic Documents.** We will provide digital files of documents in Word and Adobe PDF formats, available by FTP transfer and CD-ROM.
- Mailing Costs and Other Direct Costs.** The budget includes direct costs related to the project, including mailing costs, in-house printing costs, and other similar reimbursable expenses.

Exhibit B

Fee Schedule

**Palmdale TOD Overlay Zone
BUDGET BY TASK SUMMARY**

Task 1: Project Kick-Off

1-1 Kick-off Meeting with City Staff	\$2,358.00
1-2 Identify and Contact Key Stakeholders	3,810.00
1-3 Website Development and Maintenance	490.00
Task 1 Sub-Total	\$6,658.00

Task 2: Assessment

2-1 Existing Conditions and Site Analysis	\$38,902.00
2-2 Livability Audit	7,720.00
2-3 Community Workshop #1	7,636.00
Task 2 Sub-Total	\$54,258.00

Task 3: Analysis

3-1 Multi-Modal Access, Circulation and Connectivity Analysis	\$68,020.00
3-2 Urban Design, Street and Streetscape Standards	24,910.00
3-3 TOD Overlay Plan, Land Use and Zoning Modifications	37,060.00
3-4 Community Workshop #2	7,636.00
Task 3 Sub-Total	\$137,626.00

Task 4: Environmental Assessment

4-1 Notice of Preparation/ Scoping Meeting	\$3,500.00
4-2 Administrative Draft EIR	97,455.00
4-3 Draft EIR	10,810.00
4-4 Public Hearing on Draft EIR	1,200.00
4-5 Notice of Determination/ Final EIR	10,160.00
Task 4 Sub-Total	\$123,125.00

Task 5: Final Adoption Process

5-1 Public Notices	\$710.00
5-2 Planning Commission Adoption	1,800.00
5-3 City Council Adoption	1,800.00
5-4 Final Production/ Distribution	2,240.00
Task 5 Sub-Total	\$6,550.00

Direct Costs **\$10,380.00**

TOTAL **\$338,597.00**

Exhibit C

Key Personnel

Dyett and Bhatia

Martha Miller, Principal

Rajeev Bhatia, AICP ASLA, Principal

Nick Cranmer, Planner

Monica Szydlik, Senior Associate

RBF Consulting

Glenn Lajoie, AICP, Vice President/Planning & Environmental Services and Project Director

Starla Barker, AICP, Senior Associate/Project Manager

Eddie Torres, INCE, REA, Senior Associate/Director of Technical Studies

Nelson\Nygaard

Patrick Siegman, Principal

Colin Burgett, AICP, Principal

Magnus Barber, Associate Project Planner

Mia Lehrer+Associates (ML+A)

Jan Dyer, ASLA, RLA, Principal

Astrid Diehl, Associate

PROJECT DESIGNER CORPORATE INFORMATION

The names of all persons interested in the forgoing as principals of PROJECT DESIGNER are as follows:

IMPORTANT NOTICE: If PROJECT DESIGNER is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager thereof authorized to execute this Contract; if a co-partnership, state true name of firm, names of all individual co-partners composing firm.

The representations made herein are made under penalty of perjury.

Employers Tax Identification No. 94-2317047 To comply with Internal Revenue Service requirements, the City of Palmdale will report any payments exceeding \$600.00 within a calendar year.

(IF APPLICABLE)

Name of Partnership or Firm: **DYETT & BHATIA**

Partnership organized in the state of:

Business Address:

(All partners must sign – use separate sheet if necessary)

Signed: _____ Name:

Title: Address:

Signed: _____ Name:

Title: Address:

(IF APPLICABLE)

Name of Corporation: Dyett & Bhatia Urban and Regional Planners
755 Sansome St., Suite 400
San Francisco, CA 94111

Business Address:

Corporation organized under the laws of the State of:

SEAL


Signature of Corporate Secretary

**CORPORATE RESOLUTION:
ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
AND SHAREHOLDERS OF
DYETT & BHATIA, URBAN AND REGIONAL PLANNERS**

WHEREAS, Dyett & Bhatia, Urban and Regional Planners (the “Corporation”) must from time to time enter into contracts with public agencies and private entities; and

WHERE, the Corporation’s Bylaws assign general responsibilities for the day-to-day affairs conduct of the Corporation to the President and other officers, including the authority to sign contracts; and

WHEREAS, the directors and shareholders of the Corporation believe that the above responsibilities and actions are in the best interest of the Corporation.

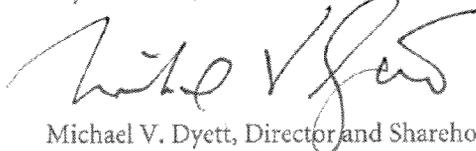
NOW THEREFORE, being all of the directors and shareholders of the Corporation do hereby adopt, by their unanimous written consent the following resolution:

RESOLVED: This Corporation hereby affirmed that it has authorized Rajeev Bhatia, President, Michael Dyett, Chief Financial Officer, and Martha Miller, Vice President and Secretary (also referred to as “Principals”), to negotiate and sign contracts for professional services in the name of the Corporation and to execute all related documents as necessary to bind the Corporation. Only a single officer’s/Principal’s signature is required to commit the Corporation to a contract, unless the public agency requests that two officers sign a contract.

Dated: February 5, 2013



Rajeev Bhatia, Director and Shareholder



Michael V. Dyett, Director and Shareholder



Martha Miller, Director and Shareholder

FINANCIAL DISCLOSURE FOR PROJECT DESIGNER

DYETT & BHATIA ("PROJECT DESIGNER") is hired by the City of Palmdale ("City") to perform the range of duties identified in the Scope of Services and Fee Schedule attached as Exhibits A and B. Based upon this range of duties:

X A Statement of Economic Interest (FPPC Form 700) **is not required**. PROJECT DESIGNER is not required to fully comply with the consultant disclosure requirements identified in the City of Palmdale's Conflict of Interest Code and Section 20.4 of Design Professional Services Contract, Agreement Number A- 4620 because PROJECT DESIGNER does not meet the definition of "Consultant" under the Political Reform Act or due to the extremely limited scope of duties performed under Agreement Number A 4620.

 A Statement of Economic Interest (FPPC Form 700) **is required**. PROJECT DESIGNER's responsibilities are too broad to allow the disclosure requirements to be narrowed or PROJECT DESIGNER is performing a specialized or general service for the City, and there is a substantial likelihood that the PROJECT DESIGNER's work product will be presented, either written or orally, for the purpose of influencing a governmental decision.

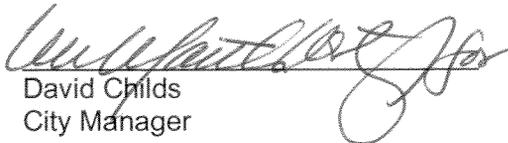
 A Statement of Economic Interest (FPPC Form 700) **is required in part**. PROJECT DESIGNER's duties are limited in scope under Contract Number A – 4620. Based on these duties, PROJECT DESIGNER's disclosure is limited to the following interests:

 Reportable interests in real property in the jurisdiction. (FPPC Form 700, Schedule B)

 Reportable income and business positions. (FPPC Form 700, Schedules C and D)

 Reportable investments. (FPPC Form 700, Schedules A-1 and A-2)

 Reportable gifts and travel gifts. (FPPC Form 700, Schedules E and F)


David Childs
City Manager

24 March 14
Date





CITY OF PALMDALE

REPORT to the Mayor and Members of the City Council from the City Manager

DATE: April 2, 2014

SUBJECT: Approval of Consultant Services Agreement with Dyett & Bhatia to conduct Professional Planning, Environmental and Transportation services to update the Palmdale Transit Village Specific Plan (PTVSP) / PTVSP Environmental Impact Report (EIR), General Plan and Zoning Ordinance, A-4620

ISSUING DEPARTMENT: Development Services; Planning Division

SUMMARY

Issue:

Shall the City Council approve the consultant services agreement with Dyett & Bhatia to conduct Professional Planning, Environmental and Transportation services to update the PTVSP / PTVSP EIR, General Plan and Zoning Ordinance?

Recommendation:

It is recommended that the City Council approve the consultant services agreement with Dyett & Bhatia to conduct Professional Planning, Environmental and Transportation services to update the PTVSP / PTVSP EIR, General Plan and Zoning Ordinance and authorize the Mayor to sign the agreement.

Fiscal Impact:

On August 7, 2013 the Palmdale City Council approved a Memorandum of Understanding (MOU)/Funding Agreement (FA) with the Los Angeles County Metropolitan Transportation Authority (LACMTA), via Palmdale Agreement No. A-4415, authorizing the use of Measure R and Traffic Congestion Relief Program (TCRP) grant funds for the project referenced herein. Under the terms and conditions contained in the Funding Agreement(s), LACMTA has authorized the programming of Measure R and TCRP grant funds in the amount of

\$400,000 to be spent over a span of three years (FY 2014-15 through FY 2016-17) – 10% of the total budget will be reimbursed to City staff for work allocated towards the project. There is no local match required for this project.

Funding for the Professional Planning, Environmental and Transportation services, and administration costs will be budgeted in FY 14-15, Account No. G0021240-724525, at \$120,000. Additional funds will be budgeted for each subsequent fiscal year as needed until project completion.

BACKGROUND

On February 28, 2013, the Metro Board awarded the City of Palmdale with a \$400,000 TOD Round 3 (TOD3) grant for the Palmdale Transit Oriented Development Overlay Zone and EIR project. The project will update the PTVSP, General Plan and Zoning Ordinance to reflect the City's current plans for TOD-oriented development and multi-modal connectivity to the Palmdale Transportation Center. A programmatic EIR will be prepared for the project.

The project is planned to span over a period of three years; beginning in FY 2013-14 and ending in FY 2015-16. The Planning Division and Public Works Department will work together to co-manage the project.

The primary purpose of the project is to address regulatory constraints; to update the General Plan, Zoning Ordinance and PTVSP; prepare a programmatic EIR, and to evaluate different methods of providing multi-modal connectivity to the Palmdale Transit Center (PTC) / PTVSP, that includes but is not limited to:

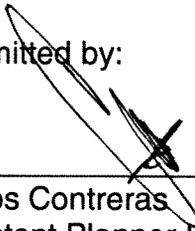
- Create a visionary framework that establishes a relationship between TOD, existing and future modes of transportation, economic development, health, recreation and sustainability.
- Create a TOD Overlay Zone within the project area and related environmental clearance in order to accommodate TOD development and to encourage higher density residential development within walking distance of the PTC.
- Gain a better understanding of how various modes of transportation (rail, bus, highway, local streets, bike, pedestrian, etc.) feed into and out of the project area. This will help the City address the various physical constraints and create an efficient multi-modal connectivity system that encourages non-motorized modes of transportation.

- Evaluate, update and modify existing goals, policies, objectives and standards to align with the City's current ideologies for TOD development and multi-modalism.

Staff solicited requests for proposals from several engineering firms and selected Dyett & Bhatia as the most qualified firm for this project. Dyett & Bhatia has submitted a proposal in the amount of \$338,597 to conduct the necessary Professional Planning, Environmental and Transportation services for the Palmdale Transit Oriented Development Overlay Zone and EIR project.

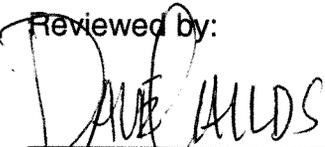
Staff recommends that the City Council approve the consultant services agreement, Agreement No. A-4620 with Dyett & Bhatia and authorize the Mayor to execute the contract documents.

Submitted by:



Carlos Contreras
Assistant Planner I

Reviewed by:



David Childs
City Manager



Susan Koleda
Acting Planning Manager

Submitted by:



Chuck Heffernan
Director of Development Services

Attachment:

1. Agreement A-4620