

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is made and entered into this _____ day of _____, 20____, by and between the CITY OF LANCASTER, a municipal corporation, hereinafter referred to as OWNER, and PENFIELD & SMITH, hereinafter referred to as CONSULTANT.

RECITALS

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

PWCP 10-013 – DOWNTOWN ROUNDABOUT

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

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the AGREEMENT.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster.
- B. CONSULTANT: Penfield & Smith

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

OWNER Director of Public Works
 City of Lancaster
 44933 North Fern Avenue
 Lancaster, California 93534

CONSULTANT Hady Izadpanah, President
 Penfield & Smith
 42225 10th Street West
 Lancaster, CA 93534

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

4. **Incorporation by Reference.** The CONSULTANT'S Proposal is hereby incorporated in and made a part of this AGREEMENT. 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 Document consisting of 24 pages excluding paragraph 5
- Second: The CONSULTANT'S Proposal

6. **Description of Work.** OWNER hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to perform the technical and professional services set forth in the "Scope of Services" attached hereto as Exhibit "A". CONSULTANT shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in Exhibit "A". The Director of Public Works 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 Director of Public Works, or his designee.

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONSULTANT for all work and services described in Exhibit "A" is not to exceed \$320,000.00. CONSULTANT'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

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

8. **Obligations of the CONSULTANT.**

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

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

C. CONSULTANT must verify the identity and employment eligibility of anyone to be hired, which at a minimum shall include completing the Employment Eligibility Verification Form (I-9) and complying with all verification procedures and requirements set forth in Chapter 5.50 of the Lancaster Municipal Code. The CONSULTANT shall establish appropriate procedures and control so no services or products under the Contract Documents will be performed or manufactured by any business or individual who is not legally eligible to perform such services or employment.

9. **Payment of Prevailing Wage.**

A. The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar

purposes applicable to the work to be done. These rates shall be the minimum wage rates for this project. These rates are on file with the City of Lancaster and copies will be made available to any interested party upon request.

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

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

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

The CONSULTANT is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other Contractors on the public works site are making such contributions.

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

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

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

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

11. **Hold Harmless and Indemnification.** CONSULTANT agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses.

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

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

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

A. In the performance of this AGREEMENT, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONSULTANT will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

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

14. **Termination for Convenience.** The governing board of the OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONSULTANT of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of OWNER, become the OWNER's property. If this AGREEMENT is terminated by OWNER as provided herein, CONSULTANT will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

15. **Termination for Cause.**

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

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

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

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

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

D. If, after notice of termination of the AGREEMENT under the provisions of this Section, it is determined, for any reason, that CONSULTANT was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 14.

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

17. **Insurance.**

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

Commercial General Liability

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

Commercial Automobile Liability

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

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

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

Professional Liability

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

B. Insurance shall be at least as broad as ISO form CG 20 10 11 85 or CG 20 10 10 01 and CG 20 37 10 01 covering Commercial General Liability. Commercial Automobile coverage shall be at least as broad as ISO form CA 00 01.

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

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

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

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

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

H. Insurance provided and maintained by CONSULTANT must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition, and that are admitted insurers in the State of California.

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

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

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

L. Certificates of Insurance must be deposited with the City of Lancaster for all coverage required by this contract. Certificates 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) by Certified Mail, return receipt requested to the City of Lancaster.

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

The Certificate Holders, as well as their officers, agents, servants, and employees are included as additional insured as respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant. (This does not apply to Professional Liability policies.)

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

The City of Lancaster, the Lancaster Redevelopment Agency, the Lancaster Financing Authority, the Lancaster Housing Authority, the Lancaster Boulevard Corporation, the Lancaster Community Services Foundation, and the Lancaster Museum/Art Gallery Associates, as well as each of their officers, agents, servants, and employees, 44933 Fern Avenue, Lancaster, California 93534.

(4) List in the “Cancellation” section:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 written notice (10 days written notice for non-payment) to the Certificate Holders named to the left.

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT warrants and represents to OWNER as follows:

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

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

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

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

23. **Resolution of Disputes.**

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

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

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

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

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

24. **Exhibits.**

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

Exhibit "A" Scope of Services

Exhibit "B" Payment Clause

25. **Governing Law.**

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

26. **Effective Date.**

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

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

“OWNER”

CITY OF LANCASTER
LANCASTER, CALIFORNIA

Approved By Department Head:

By: _____
Robert C. Neal, Director of Public Works

Dated: _____

By: _____
Mark V. Bozigian, City Manager

Dated: _____

"CONSULTANT"

PENFIELD & SMITH

By: _____
Hady Izadpanah, President

Dated: _____

ATTEST:

Geri K. Bryan, CMC
City Clerk

APPROVED AS TO FORM:

David R. McEwen
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

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

The work to be performed under this contract shall include:

SEE ATTACHED

SCOPE OF WORK

Task 1: Project Administration, Management and Quality Control

Task 1.1 – Kick-off meeting

1. Contact City and RTE to coordinate meeting date and time.
2. Prepare meeting agenda and distribute to project team three (3) working days in advance of the meeting.
3. Attend a kickoff meeting at City offices to establish project requirements and finalize administrative details.
4. Prepare meeting minutes and distribute to project team within one (1) week.

Task 1.2 – Progress Meetings

1. Prepare meeting agenda(s) and distribute to project team three (3) working days in advance of the meeting.
2. Attend up to four (4) design milestone progress meetings at City offices for joint field review(s) and project coordination needs.
3. Prepare meeting minutes and distribute to project team within one (1) week.

Task 1.3 – Project Management

1. Monitor and update project schedule and budget.
2. Provide weekly project updates via email.

Task 1.4 – Coordination

1. Perform project coordination with project team (sub consultants, City and RTE) through emails and phone calls.
2. Schedule, prepare agenda and minutes for, and participate in up to two (2) formal conference call meetings with project team.
3. Research existing utility companies within the project area and establish appropriate contact information for each. Create and update a utility correspondence and communication log.
4. Provide regular project updates to utility contacts via email and /or phone. Weekly project status report will be provided via email and will include, at a minimum:



Exhibit "A"

- Project Activity, brief summary of
 - Overall Activity
 - Status of Utility Research and Coordination
 - Status of Survey
 - Status of Plan Preparation
 - Information Pending
 - Outstanding Issues (include Assigned to and Due Dates)
 - Chronological List of Items and Documents Received for the Project
 - Status of Project by Scope of Work Tasks (% Complete)
5. Schedule, prepare agenda and minutes for, and participate in one (1) formal face-to-face and one (1) conference call meeting with utility companies.
 6. Prepare and update project schedule.

Task 1.5 – Quality Assurance and Quality Control

Conduct quality control reviews of the PS&E package, including all sub consultant work products, at each design milestone (60%, 90% and 100%).

Task 1 deliverables:

- Kick-off Meeting (Agenda and Minutes)
- Progress Meetings (2) (Agenda and Minutes)
- Coordination Calls (2) (Agenda and Minutes)
- Project Schedule

Task 2 – Research and Field Investigation

Task 2.1 - Records Review

1. Request and review all available site plans, as-built record drawings, utility plans, and topographic mapping in AutoCAD format.
2. Request and review environmental documents.
3. Request and review the latest City Standard Details and Specifications.

Task 2.2 – Field Investigation and Field Log

1. Visit the project site to document the existing street alignments, visually evaluate existing/potential drainage issues and other utility features and identify other issues that may affect the design.
2. Field verify existing record plans, utility records, and available survey information.



Exhibit "A"

3. Photo document the project area and compile a photo log that documents the existing conditions within the project area.

Task 2.3 – Utility Research

1. Penfield & Smith will contact all known service providers and request record information. This will include obtaining City of Lancaster base map and utility atlas information within the project limits.
2. Compile and incorporate the information collected from utility providers and City into the topographic base map, utilizing the dimensions and depths provided and geo-referenced to the actual field surveyed utility features wherever possible.
3. Develop and maintain utility correspondence log and document utility companies, contact information, date of contact, date of response and other pertinent information related to utility company coordination.
4. Identify the SCE poles that will need to be relocated under the proposed intersection design and prepare exhibit depicting the affected SCE facilities, as well as any other utilities that may be impacted by the relocation/undergrounding of SCE transmission poles.
5. Transmit utility conflict exhibit(s) to affected utility companies.
6. Transmit 60% plans and specifications to affected utility companies.

Task 2 Deliverables:

- Field Photo Log in electronic format (CD)
- Utility Base Map
- Utility Correspondence and Communication Log

Task 3 – Survey, Mapping and Right-of-Way Acquisition

The City of Lancaster will be providing all services related to surveying, mapping and right-of-way acquisition.

Task 4 – Construction Documents (PS&E)

Task 4.1 – 60% Plans, Exhibits and Material Samples

1. Distribute topographic basemap and geometric layout drawing from RTE to design team for use in plan preparation.
2. Prepare project title sheet containing as much information as is available.



Exhibit "A"

3. Prepare project notes sheet using City standard general notes, to be supplemented in future design milestones.
4. Prepare project key map and survey control sheet.
5. Develop roadway centerline stationing and geometric plan.
6. Prepare a Landscape/Streetscape Concept Plan, in conformance with the City's Landscape and Irrigation Design Standards and Ordinances 907 and 928 and utilizing the geometric layout provided by RTE. Concept plan to include:
 - Conceptual landscape/streetscape layout
 - Perspective sketches
 - Material samples
 - Example photos
 - Other illustrative landscape and streetscape exhibits
7. Prepare demolition plans delineating improvements to be removed, protected in place or salvaged for reuse. Create demolition layers in topographic basemap. Develop layering convention, taking into account preliminary construction phasing.
8. Prepare the following sheets in preparation for 60% design:
 - Cross Section/Details sheet (1"=10' horizontal / 1" = 2' vertical)
 - Plan and Profile sheets (10 or 20 scale as deemed appropriate)
 - On-site Improvement plan sheets. (20 scale sheets)
 - Construction Details (Civil) (scale as appropriate)
 - Structural Calculations and Details (for Art Element Foundation)
 - Signing sheet (40 scale)
 - Striping and Marking sheets (40 scale)
 - Drainage Details sheet (scale as appropriate)
 - Roundabout Lighting Plan (40 scale)
 - Traffic Control Plans – It is not cost effective to start traffic control plans at this phase. However, we will begin to consider how the project should be built, in order to provide reasonable work areas, access to adjacent properties and reduce impacts to the traveling public.

Plan Sheet Description	Estimated No. of Sheets
Title Sheet	1
General Notes	1
Key Map and Survey Control	1
Typical Sections	2
Demolition Plans	4



Exhibit "A"

Street Plan and Profile	4
On-Site Plan Sheet	2
Civil Details	4
Structural Calculations and Details	1
Drainage Details	2
Pavement Delineation and Sign Plan	4
Lighting Plans	3
Planting Plans and Details	3
Irrigation Plans and Details	3
Stage Construction / Traffic Control	10
Total Sheets:	44

9. Prepare an Engineers Opinion of Probable Construction Cost using quantities calculated/estimated from the 60% design drawings with the appropriate contingency. As-bid unit cost data will be requested from the City and other agency cost data will be researched to generate estimated unit costs.

Task 4.1 - Deliverables

- 60% PS&E's
- Landscape and Streetscape sketches, material samples, example photos and other illustrative exhibits
- 60% Design Review Meeting Minutes

Task 4.2 – 90% Plans, Specifications and Estimates

1. Address City 60% PS&E comments.
2. Continue with the preparation of project plans as detailed in Task 4.1, using City of Lancaster standards, as augmented by Caltrans standard plans and Greenbook specifications. The plans will include, at a minimum, horizontal control and call-outs to sufficiently layout the design elements (pavement, curb, gutter, sidewalk, etc.) and centerline profile to identify any major drainage issues (i.e., low points). The sheets will provide appropriate construction call outs, including limits of work and details necessary to construct improvements.
3. Prepare technical provisions for construction items not included in the Greenbook (Greenbook and front end specs to be provided by the City), as well as any special details or cut sheets for incorporation by the City.
4. Prepare an Engineers Opinion of Probable Construction Cost using quantities calculated/estimated from the 90% design drawings with the appropriate contingency. As-bid unit cost data will be requested from the City and other agency cost data will be researched to generate estimated unit costs.
5. Submit the 90% PS&E package as a work in progress to final design for review by City



Exhibit "A"

staff.

Task 4.2 - Deliverables

- 90% Plans, Technical Specifications, and Estimates
- 90% Design Review Meeting Minutes

Task 4.4 – 100% (Final) Plans, Specifications and Estimate

Consultant shall proceed with final design based on receipt of written City comments to the 90% submittal. At this stage it is anticipated that all significant comments, utility, right of way and environmental issues are resolved or completed to a sufficient state that final outcome is readily understood.

1. Address City 90% PS&E comments, in order to provide a construction bid package to submit to Caltrans for review.
2. Update technical provisions for construction items not included in the Greenbook, and update and special details or cut sheets for incorporation by the City into an advertised package.
3. Prepare an Engineers Opinion of Probable Construction Cost using quantities calculated/estimated from the 100% design drawings.
4. Submit the 100% PS&E package for review by City staff.

Task 4.4 - Deliverables

- Editable AutoCAD drawings (Auto CAD 2010), WORD (Specifications) and EXCEL (Estimate) files
- Unsigned PDFs of Construction Documents (PS&E)
- Electronically stamped and signed PDFs of Construction Documents. PDF's will be electronically generated from AutoCAD, WORD and EXCEL files and signed electronically.

SERVICES NOT INCLUDED

The following services and all other services not specifically listed herein are excluded:

1. Roundabout planning analysis and Geometric design – The City has specifically excluded geometric design from this contract. It is assumed that RTE, has gone through the industry standard planning procedure for a roundabout in this location. It is also assumed that the costs associated with changes to the geometric design will either be considered extra services, or that they will be completed by RTE. Additionally, it is assumed that delays to the schedule as a result of these geometric changes will not result in the assessment of liquidated damages within the contract. Lastly, it is P&S's



Exhibit "A"

expectation that RTE will stamp and sign the geometric drawings, for which they will remain in responsible charge.

2. Design level survey and mapping of topographic and planimetric features depicting the existing conditions of the, street and private property improvements, trees, signing, striping, street lights, traffic signals, driveways, drainage features and utilities within the "Project Limits."
3. Boundary establishment surveys and/or legal descriptions.
4. Right of way appraisals and acquisition services, including title report fees. The City of Lancaster has stated that they will provide services related to property acquisitions.
5. Governmental and public agency fees.
6. Utility potholing or underground detection services.
7. Geotechnical investigations or recommendations. Pavements will be designed to the same structure as existing intersection pavements, or based on a Traffic Index as provided by the City and R-values as based on a review of existing soils reports in the immediate vicinity.
8. Design of City-owned utility relocations other than manhole and/or water valve relocations out of the central island, and modifications to existing storm drain curb inlets to provide adequate drainage for the new intersection configuration and grading.
9. Non-performance of Utility Companies – P&S shall be responsible to contact, notify and update utility agencies with project information pertinent to their design of utility modifications associated with the project, in a timely manner. P&S shall contact each utility upon notice to proceed and document both the agency's requirements in order to begin design as well as their anticipated schedule to complete design. P&S will continually monitor the progress of these utility designs and relay this information to the City in its weekly status updates. P&S shall not be held responsible for delays to the schedule resulting from any utility provider's failure to perform.
10. Revised Hydrology/Hydraulic Analysis. P&S assumes that the existing storm drain infrastructure has sufficient capacity. P&S will size new catch basins and connect them to existing storm drain network.
11. Coordination and paperwork associated with Federal funding.
12. Any and all services or delays to schedule associated with existing or discovered hazardous materials within the project limits.



EXHIBIT "A"

13. Erosion Control Plans and water quality reporting and permitting requirements.
14. Revisions/changes to previously approved drawings.
15. Bidding assistance.
16. Construction surveying.
17. Construction phase services.
18. Work performed by consultants, other than FHSP, KSG and Steve Friesen.

CLIENT TO PROVIDE

Client or co-consultant at Client's direction shall provide the following items to Penfield & Smith;

1. Design level survey and mapping of topographic and planimetric features depicting the existing conditions of the, street and private property improvements, trees, signing, striping, street lights, traffic signals, driveways, drainage features and utilities within the "Project Limits."
2. Title reports, Legal Descriptions, Right of way appraisal and acquisition services.
3. Latest roundabout geometric layout, in AutoCAD format, with design notes.
4. Roundabout line-of-sight and stopping sight distances exhibit, for purposes of establishing landscaping constraints.
5. Environmental clearance (i.e. copy of EIR, CEQA and NEPA documents)
6. Drainage infrastructure plans (existing and master planned).
7. Latest City Standard Details.
8. Front end and Greenbook portions of project specifications.
9. Utility fees.
10. Special design constraints such as specific properties that cannot be encroached or specific desired lane widths in accordance with City standards.
11. Sample set of recent plans and specifications to refer to for format.



Exhibit "A"

12. Desired structural section for pavement.



Exhibit "A"

PROJECT COST ESTIMATE		(WITH PREVAILING WAGES)		PENFIELD & SMITH
Project No.: 20343.01				42225 10th Street West, Suite 119
Description: PWCP 10-013 Downtown Roundabout				Lancaster, CA 93534
Client: City of Lancaster	Prepared by: DBR			(661) 949-6676
Date: September 6, 2011	Office: 4			
File Name: *	Billing Type: T&M	Prevailing Wages (y/n): y		

TASK	Hours																TOTAL HOURS	LABOR COST
	Principal Engineer	Senior I Engineer	Assoc Engineer	Assist Engineer	Junior Engineer	Tech Support	Special Consult											
Task 1 - Project Admin & Mngmnt.																		
Task 1.1 - Kick-off Meeting	8		8			2											18	2610
Task 1.2 - Progress Meetings	24		24			8											56	7960
Task 1.3 - Project Management	60					8											68	11320
Task 1.4 - Coordination	24					24	80										128	14680
Task 1.5 - QA/QC	48																48	8640
Task 2 - Research & Field Investigation																		
Task 2.1 - Records Review	8		16														24	3520
Task 2.2 - Field Investigation & Log			8		16												24	2480
Task 2.3 - Utility Research	8		8	24													40	5120
Task 3 - Survey, Mapping & R/W Acquisition	City Provided																	
Task 4 - Construction Docs. (PS&E)																		
Task 4.2 - 60% PS&E	64	210			200												474	59970
Task 4.3 - 90% PS&E	70	170			160												400	51650
Task 4.4 - 100% PS&E	70	50			120												240	30650
TOTALS	384	430	64	24	496	42	80	-	-	-	-	-	-	-	-	-	1520	198600

Classification	\$/hr	Classification	\$/hr	Expenses	Cost	Billing Factor	Reimbursables	Consultant
12	180.00	Principal Engineer		Landscape Architecture (FHSP)	77363.64	1.10		85100.004
10	145.00	Senior I Engineer		Electrical / Lighting (KSG)	30000	1.10		33000
9	130.00	Associate Engineer			*	1.15		0
8	110.00	Assistant Engineer						0
7	90.00	Junior Engineer		Blueprints	1000	1.15	1150	
42	65.00	Technical Support		Travel	1000	1.15	1150	
43	110.00	SCE Coordinator		Mail	250	1.15	287.5	
				Telephone/Facsimile	*	1.15	0	
				Photocopies	500	1.15	575	
				Photographs	*	1.15	0	
Average Rate:		130.658					\$3,163	\$118,100

Grand Total = \$319,863

EXHIBIT "B"

PAYMENT CLAUSE

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, an amount Not to Exceed \$320,000.00. Actual costs shall not exceed the estimated wage rates and other costs as set forth in the CONSULTANT'S proposal. Source documentation supporting billed costs must be submitted with invoice. CONSULTANT shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed fee given. Any additional work will require a separate Authorization for Consultant Services signed by both parties.

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

Hady Izadpanah, President
Penfield & Smith

Exhibit "B"

PROPOSED FEE AND METHOD OF PAYMENT

Our proposed services will be performed on a fixed fee basis and shall be billed monthly as a percentage complete of our services. Materials (Reimbursable Expenses) are not included in the fixed fee. "Materials" include all reimbursable expenses, such as photocopies, postage, shipping/delivery, mileage, plots, prints, maps/documents and outside consultant fees.

Based on our understanding of your requirements and our experience with similar projects, the lump sum fee required for our services is as follows:

Task 1 – Project Administration and Management	\$ 45,300
Task 2 – Research and Field Investigation	\$ 11,200
Task 3 – Survey, Mapping and Right of way Acquisition	City-provided
Task 4 – Civil Engineering PS&E	\$142,200
Landscape Architecture PS&E	\$ 85,100
Electrical Engineering	\$ 33,000
Direct Costs / Reimbursable Expenses	<u>\$ 3,200</u>
Total	\$320,000

Additional services or items not included in the above Scope of Work shall be performed on a time and materials basis and shall be billed monthly at the rates then currently in effect or shall be negotiated on a fixed fee basis. Charges for "time" include professional, technical and clerical support services provided by Penfield & Smith.

ADDITIONAL SERVICES

Services performed outside the scope of this agreement require written approval prior to performance of the work. Design changes by Owner/Client or designee after the start of design shall be considered additional services. Any work requested by Owner/Client that is outside the scope of this agreement will be identified by Penfield & Smith as such, and a fixed fee or not-to-exceed amount will be agreed upon prior to the start of the additional work. Compensation for additional services shall be in accordance with Exhibit "A", Penfield & Smith's Billing Rate Schedule currently in effect.

TIME OF PERFORMANCE

We understand that due to funding constraints that the City has requested that the design package be complete by January 6, 2012. We have prepared a preliminary schedule that meets this deadline. We will be working with the City throughout the project to modify that schedule as issues arise, in order to meet that final deadline.

AUTHORIZATION

Should you require additional information or wish to discuss this proposal further, please give me a call. My direct line is (805) 963-9538, extension 157.

