

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 \_\_\_\_\_ hereinafter referred to as CONSULTANT.

RECITALS

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

**PROGRAM/PROJECT MANAGEMENT SERVICES  
FOR MEASURE R “HIGHWAY EQUITY” PROGRAM**

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

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the AGREEMENT.**

The parties to this AGREEMENT are:

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

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

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

CONSULTANT      Enda Melvin, Senior Vice President  
                                    Kimley-Horn and Associates, Inc.  
                                    660 South Figueroa Street, Suite 1040  
                                    Los Angeles, California 90017

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

4. **Incorporation by Reference.** The 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 17 pages, excluding paragraph 5
- Second: RFQ No. 574-14
- Third: The CONSULTANT'S Proposal

6. **Description of Work.** OWNER hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to perform the technical and professional services set forth in the "Scope of Services" attached hereto as Exhibit "A". CONSULTANT shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in Exhibit "A". The 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 \$ 1,741,380.00. CONSULTANT'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

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

8. **Obligations of the CONSULTANT.**

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

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

9. **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.

10. **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.

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

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

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

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

13. **Termination 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.

14. **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.

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

16. **Insurance.**

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

<b>Commercial General Liability</b>	
Each Occurrence	\$2,000,000
Per Project General Aggregate	\$5,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Broad Form Property Damage	
 <b>Commercial Automobile Liability</b>	
Combined Single Limit per Accident for Bodily Injury and Property Damage	\$5,000,000
 <b>Workers Compensation</b>	
As Required by the State of California	Statutory Limits
 <b>Employer's Liability</b>	
Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
 <b>Professional Liability</b>	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

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 to 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:

**PROGRAM/PROJECT MANAGEMENT SERVICES FOR MEASURE R  
"HIGHWAY EQUITY" PROGRAM**

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 Successor Agency, the Lancaster Financing Authority, the Lancaster Housing Authority, the Lancaster Boulevard Corporation, the Lancaster Community Services Foundation, and the Lancaster Museum and Public Art Foundation, 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 a thirty (30) day 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 to the City's insured entities.

17. **Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONSULTANT shall commence when the 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.

18. **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.

19. **Ownership of Documents.** All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by CONSULTANT in the course of performing the work required by this AGREEMENT shall be the property of the 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.

20. **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".

21. **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.

22. **Resolution of Disputes.**

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

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

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

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

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

23. **Exhibits.**

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

Exhibit "A"        Scope of Services

Exhibit "B"        Payment Clause

24. **Governing Law.**

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

25. **Effective Date.**

This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether 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”  
Kimley-Horn and Associates, Inc.

By: \_\_\_\_\_  
Enda Melvin, Senior Vice President

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Geri K. Bryan, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
ALLISON E. BURNS, ESQ.  
City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES

At MTA's Planning and Programming Committee meeting on September 19, 2012, recommendations for funding multiple capacity enhancing projects along State Route 138 using Measure R funds were approved. Accordingly, the City has been identified as the Lead Agency on the following five projects: SR-138 (SR-14) Avenue M Interchange, SR-138 (SR-14) Avenue K Interchange, SR-138 (SR-14) Avenue G Interchange, SR-138 (SR-14) Avenue J Interchange and SR-138 (SR-14) Avenue L Interchange. The City, in cooperation with Caltrans and the Metropolitan Transit Authority (MTA), is planning to modify the geometry and/or capacity of each interchange. Project areas are within City and Caltrans right-of-way with the exception of Avenue G which also includes the County of Los Angeles, and Avenue M which also includes the County of Los Angeles and City of Palmdale. Modifications may include the interchange foot print and improvements to local intersecting streets. The project may include bridge widening, interchange geometric enhancements, traffic signals or other traffic control improvement, landscaping, intersection modifications, pedestrian and cycling improvements and other context sensitive solutions.

The work to be performed under this contract shall include overall program and project management for the Measure R "Highway Equity" projects. This work includes filling a project manager role for the City throughout the life of the Measure R capital projects (including preliminary planning, environmental clearance, final design and construction) and project oversight responsibilities.

The initial performance period (contract term) will be for five years from approximately December 2013 through June 30, 2018. The City may request to extend the performance period for up to two (2) additional one (1) year periods: Option Year 1 (July 1, 2018 to June 30, 2019) and Option Year 2 (July 1, 2019 to June 30, 2020). Performance extensions and additional terms shall be approved in writing by both parties.

Consultant agrees that the Program/Project Manager listed herein is an essential element of this Agreement and that reassigning or reducing the commitment of that position without the prior approval of City will result in damages being sustained by City. Since it is not practical or feasible to determine the exact actual amount of such damage, it is further agreed that should Consultant reassign or reduce the commitment of the Program/Project Manager within the first two (2) years of their employment on the project without City's approval, Consultant shall provide a suitable replacement, subject to the approval of City. Consultant shall neither charge City for the first one hundred twenty (120) person hours of work of the replacement personnel on the project nor be reimbursed for any relocation or other costs associated with such change.

The Authority will not require the 120 hour credit should a key person leave for reasons outside of Consultant's control.

The Consultant shall work with Caltrans District 7 offices, structures and headquarters office engineer. In addition, the Consultant shall implement and execute project management controls including scope definition and scope control, project scheduling, cost estimating, financial and fiscal management, as well as experience in developing monitoring reports and performing trend analysis to detect and correct project delivery deficiencies. The Consultant will provide general project document control; develop and review invoices and reimbursements; developing project fact sheets, presentation and other reports and information.

The Consultant will often represent the City, serving as liaison to other agencies, consultants and the public. In this role as an extension to City staff, Consultant must adhere to the highest level of professionalism, ethics and accountability, acting in a responsible, mature and thoughtful manner expected of a public employee.

The Consultant will identify a transportation professional who will be available to the City – up to on a daily basis - as an adjunct to City staff. The Consultant shall supplement the assigned individual when necessary in resolving complex issues that inevitably arise in delivering transportation projects and programs.

Generally, the City is responsible to deliver Measure R projects that are on the State Highway System. The City may elect to use a variety of models to deliver its projects and project components, including: 1) partnering solely with Caltrans, 2) use of an integrated team comprised of Caltrans and consultants, or 3) contracting solely with consultants for project development services. The City shall also enter into contracts, cooperative agreements or Memorandums of Understanding (MOU) with other public agencies. In all cases the City assigns a Project Manager to organize, coordinate, oversee and monitor the performance of the project team. The Project Manager is responsible to organize a project development team, direct the work of consultants responsible for project components or other deliverables; coordinate with Caltrans for project development oversight, as appropriate; ensure that project and contract schedules, scope and budgets are established and achieved; and to generally ensure that the project is delivered consistent with the requirements of the MTA Funding Agreements for each project.

Accordingly, the City requires the following services:

The Consultant must identify a single Program/Project Manager who will coordinate with City management and staff to provide routine on-call services as an extension of City staff. It is anticipated that the Program/Project Manager will physically work at the City. Responsibilities of the Program/Project Manager include:

1. Program Management

- a) Assist staff in developing policies and procedures that will be used in the administration of programs and projects included in Measure R;
- b) Ensure that resources proposed for services have the necessary skills, tools, and experience to accomplish assigned work;
- c) Coordinate with and implement staff career development and training opportunities as it relates to locally funded projects on the state highway system;
- d) Assist the City in tasks necessary to expedite project delivery, trouble shoot, and resolve issues with Caltrans and other affected agencies that may hamper project delivery schedules;
- e) Assist in the selection of engineering, planning or other specialty consultants to perform studies, and design; and,
- f) Oversee development of program and project status reports.

2. Project Delivery Management

- a) Coordinate with Caltrans and project development consultants to ensure successful delivery of City Measure R projects;

- b) Develop and maintain a detailed financial plan, project phase and year of fund expenditure;
- c) Develop and maintain a detailed project activity and milestone schedule;
- d) Identify and develop strategies to mitigate project risks;
- e) Prepare MOU and Cooperative Agreements;
- f) Develop consultant scopes-of-work, and negotiate contract language on behalf of City;
- g) Manage consultant contracts for Project Initiation Document, Project Study Report, environmental clearances, final design, right-of-acquisition and ensure that associated project deliverables meet the project requirements and terms of consultant agreements;
- h) Monitor contract budgets, review and recommend approval of invoices, and coordinate/resolve budget issues;
- i) Interact with other public and regulatory agencies, utility companies and Caltrans to control project budgets and schedules;
- j) Monitor and review right-of-way acquisition processes, and coordinate transfer of title to appropriate entity;
- k) Attend project development team meetings and other stakeholder and community meetings as the City representative for the project;
- l) Employ project management and project control techniques to ensure projects are delivered within approved scope, schedule and budget;

### 3. Project Oversight and Delivery

- a) Coordinate with project proponents to initiate projects and project phases;
- b) Develop memorandum of understanding and cooperate agreements;
- c) Coordinate with project proponent to obtain project delivery status;
- d) Maintain project delivery schedules for each project based on periodic updates from proponents;
- e) Schedule projects for peer review consistent with City policies and assist in peer reviews of individual projects;
- f) Work with project proponents to expedite project delivery; and,
- g) Review and recommend approval of invoices.

### 4. Project Controls

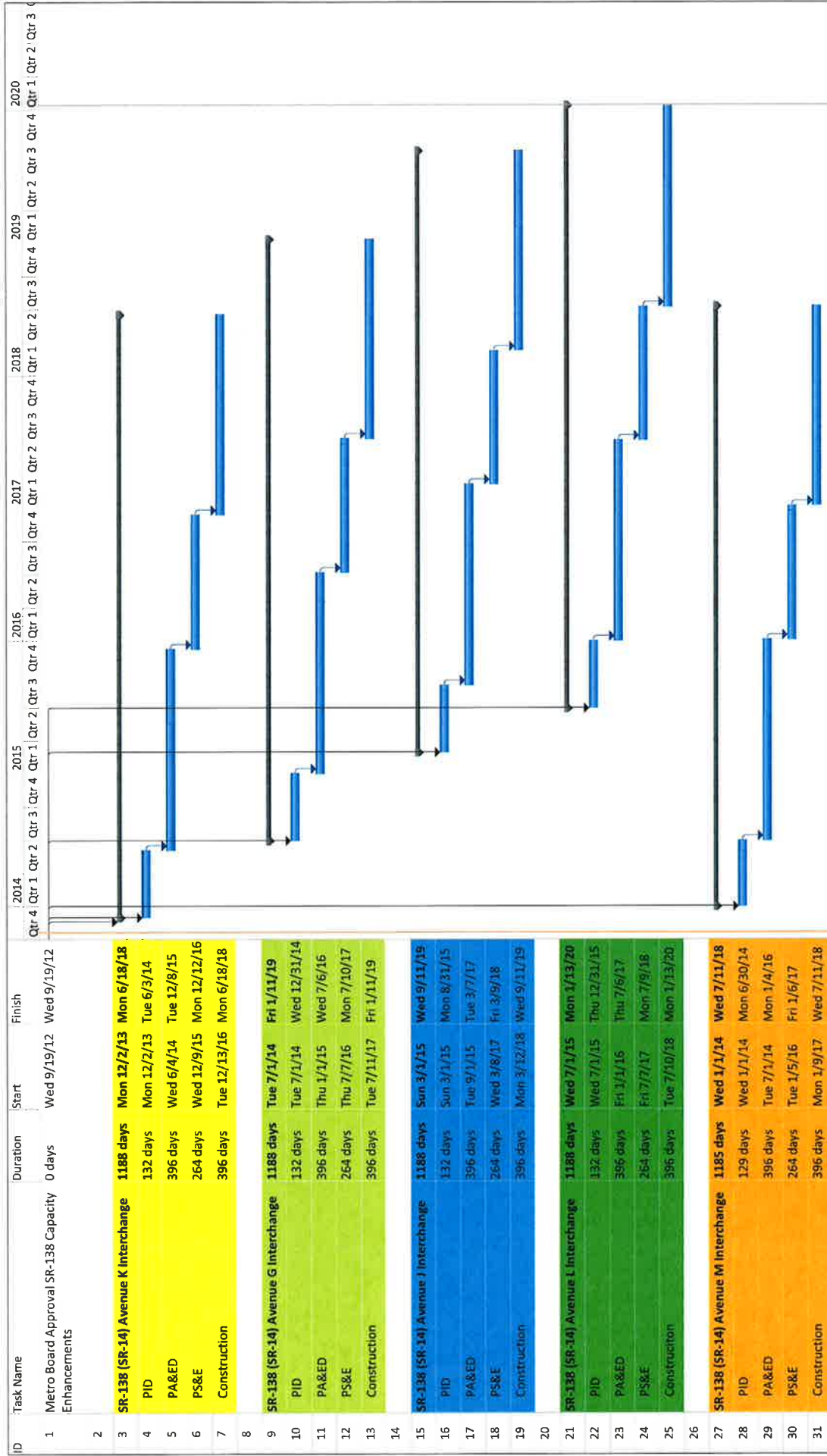
- a) Maintains project inventory;
- b) Tracks project cost, schedule and scope;
- c) Tracks contracts, cooperative agreements, MOUs and resolutions by project;
- d) Maintains detailed financial plan for each project summarized by phase and fiscal year, including the amounts allocated to planned or executed contracts and agreements;
- e) Summarizes anticipated expenditures over time with the ability to segregate expenditures by quarter or fiscal year for budgeting, strategic planning and fund balance management activities; and,
- f) Provides tabular and graphical reports to illustrate project costs and schedules.

The Consultant shall develop and maintain hard-copy and electronic project filing systems, perform document management and maintain electronic records for the Program and each Project. Such records

shall be maintained and stored as such that the City has access at all times to program and project files. These documents shall be the property of the City.

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

Exhibit "A"



Summary Progress

Milestone

Task

Project: Program Schedule 10211  
Date: Mon 10/21/13

## 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 \$1,741,380.00. 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.

The Consultant's hourly billing rates will remain fixed for the first year of the contract term after which the Consultant may request an escalation of hourly billing rates each year based on the annual percentage change of the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers in the Los Angeles area. Any escalation request must be submitted in writing to the City, and the Consultant must provide acceptable documentation supporting this request. In no event will the percentage increase be greater than three percent (3%). No retroactive contract price adjustments will be allowed.

If a renewal offer is made by the City to the Consultant to extend the contract beyond the initial five (5) year contract term, then the Consultant may request a price adjustment to the hourly billing rates that would become effective as of the date of the renewal. Both parties must be in agreement and a written renewal offer signed, with the price adjustment terms included. The price for any product or service may not increase without written approval by the City.

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

Exhibit "B"

City Of Lancaster - Measure R Program P/PM Contract RFQ# 574-14  
 Kimley-Horn and Associates, Inc (KHA) - Resource Loading

General Program Management Task			FY13-14		FY14-15		FY15-16		FY16-17		FY17-18		Summary	
			Hours/Yr	Costs/Yr	Hours/Yr	Costs/Yr	Hours/Yr	Costs/Yr	Hours/Yr	Costs/Yr	Hours/Yr	Costs/Yr	Hours	Costs
KHA	1 day per week	416	\$ 82,368	416	\$ 82,368	416	\$ 82,368	416	\$ 82,368	416	\$ 82,368	2080	\$ 411,840	
Point C	1/2 day per month	48	\$ 9,400	48	\$ 9,400	48	\$ 9,400	48	\$ 9,400	48	\$ 9,400	240	\$ 47,000	
GPA	1/2 day per month	48	\$ 7,392	48	\$ 7,392	48	\$ 7,392	48	\$ 7,392	48	\$ 7,392	240	\$ 35,960	
<b>Summary / Year</b>		<b>512</b>	<b>\$ 99,160</b>	<b>512</b>	<b>\$ 99,160</b>	<b>512</b>	<b>\$ 99,160</b>	<b>512</b>	<b>\$ 99,160</b>	<b>512</b>	<b>\$ 99,160</b>	<b>2560</b>	<b>\$ 495,800</b>	

SR - 138 (SR-14) Avenue K Interchange			FY13-14		FY14-15		FY15-16		FY16-17		FY17-18		Summary	
			Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
PID	KHA	376	\$ 74,448	0	\$ -	0	\$ -	0	\$ -	0	\$ -	376	\$ 74,448	
	Point C	94	\$ 18,409	0	\$ -	0	\$ -	0	\$ -	0	\$ -	94	\$ 18,409	
PA&ED	KHA	0	\$ -	188	\$ 37,224	188	\$ 37,224	0	\$ -	0	\$ -	376	\$ 74,448	
	GPA	0	\$ -	94	\$ 14,476	47	\$ 7,238	0	\$ -	0	\$ -	141	\$ 21,714	
PS&E	KHA	0	\$ -	0	\$ -	188	\$ 37,224	188	\$ 37,224	0	\$ -	376	\$ 74,448	
	Misc	0	\$ -	0	\$ -	94	\$ 18,612	94	\$ 18,612	0	\$ -	188	\$ 37,224	
<b>Project Sub Total</b>		<b>470</b>	<b>\$ 92,857</b>	<b>282</b>	<b>\$ 51,700</b>	<b>517</b>	<b>\$ 100,298</b>	<b>282</b>	<b>\$ 55,836</b>	<b>0</b>	<b>\$ -</b>	<b>1551</b>	<b>\$ 300,691</b>	

SR - 138 (SR-14) Avenue G Interchange			FY13-14		FY14-15		FY15-16		FY16-17		FY17-18		Summary	
			Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
PID	KHA	0	\$ -	188	\$ 37,224	0	\$ -	0	\$ -	0	\$ -	188	\$ 37,224	
	Point C	0	\$ -	188	\$ 36,817	0	\$ -	0	\$ -	0	\$ -	188	\$ 36,817	
PA&ED	KHA	0	\$ -	94	\$ 18,612	188	\$ 37,224	0	\$ -	0	\$ -	282	\$ 55,836	
	GPA	0	\$ -	94	\$ 14,476	94	\$ 14,476	0	\$ -	0	\$ -	188	\$ 28,952	
PS&E	KHA	0	\$ -	0	\$ -	0	\$ -	188	\$ 37,224	0	\$ -	188	\$ 37,224	
	Misc	0	\$ -	0	\$ -	0	\$ -	94	\$ 18,612	0	\$ -	94	\$ 18,612	
<b>Project Sub Total</b>		<b>0</b>	<b>\$ -</b>	<b>564</b>	<b>\$ 107,129</b>	<b>282</b>	<b>\$ 51,700</b>	<b>282</b>	<b>\$ 55,836</b>	<b>0</b>	<b>\$ -</b>	<b>1128</b>	<b>\$ 214,665</b>	

SR - 138 (SR-14) Avenue J Interchange			FY13-14		FY14-15		FY15-16		FY16-17		FY17-18		Summary	
			Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
PID	KHA	0	\$ -	188	\$ 37,224	0	\$ -	0	\$ -	0	\$ -	188	\$ 37,224	
	Point C	0	\$ -	188	\$ 36,817	0	\$ -	0	\$ -	0	\$ -	188	\$ 36,817	
PA&ED	KHA	0	\$ -	0	\$ -	188	\$ 37,224	188	\$ 37,224	0	\$ -	376	\$ 74,448	
	GPA	0	\$ -	0	\$ -	94	\$ 14,476	94	\$ 14,476	0	\$ -	188	\$ 28,952	
PS&E	KHA	0	\$ -	0	\$ -	0	\$ -	188	\$ 37,224	94	\$ 18,612	282	\$ 55,836	
	Misc	0	\$ -	0	\$ -	0	\$ -	0	\$ -	94	\$ 18,612	94	\$ 18,612	
<b>Project Sub Total</b>		<b>0</b>	<b>\$ -</b>	<b>376</b>	<b>\$ 74,041</b>	<b>282</b>	<b>\$ 51,700</b>	<b>470</b>	<b>\$ 88,924</b>	<b>188</b>	<b>\$ 37,224</b>	<b>1316</b>	<b>\$ 251,889</b>	

SR - 138 (SR-14) Avenue I Interchange			FY13-14		FY14-15		FY15-16		FY16-17		FY17-18		Summary	
			Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
PID	KHA	0	\$ -	0	\$ -	188	\$ 37,224	0	\$ -	0	\$ -	188	\$ 37,224	
	Point C	0	\$ -	0	\$ -	94	\$ 18,409	0	\$ -	0	\$ -	94	\$ 18,409	
PA&ED	KHA	0	\$ -	0	\$ -	94	\$ 18,612	188	\$ 37,224	0	\$ -	282	\$ 55,836	
	GPA	0	\$ -	0	\$ -	94	\$ 14,476	94	\$ 14,476	0	\$ -	188	\$ 28,952	
PS&E	KHA	0	\$ -	0	\$ -	0	\$ -	0	\$ -	188	\$ 37,224	188	\$ 37,224	
	Misc	0	\$ -	0	\$ -	0	\$ -	0	\$ -	94	\$ 18,612	94	\$ 18,612	
<b>Project Sub Total</b>		<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>470</b>	<b>\$ 88,721</b>	<b>282</b>	<b>\$ 51,700</b>	<b>282</b>	<b>\$ 55,836</b>	<b>1034</b>	<b>\$ 196,257</b>	

SR - 138 (SR-14) Avenue M Interchange			FY13-14		FY14-15		FY15-16		FY16-17		FY17-18		Summary	
			Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
PID	KHA	376	\$ 74,448	0	\$ -	0	\$ -	0	\$ -	0	\$ -	376	\$ 74,448	
	Point C	94	\$ 18,409	0	\$ -	0	\$ -	0	\$ -	0	\$ -	94	\$ 18,409	
PA&ED	KHA	0	\$ -	188	\$ 37,224	188	\$ 37,224	0	\$ -	0	\$ -	376	\$ 74,448	
	GPA	0	\$ -	47	\$ 7,238	94	\$ 14,476	0	\$ -	0	\$ -	141	\$ 21,714	
PS&E	KHA	0	\$ -	0	\$ -	94	\$ 18,612	188	\$ 37,224	0	\$ -	282	\$ 55,836	
	Misc	0	\$ -	0	\$ -	94	\$ 18,612	94	\$ 18,612	0	\$ -	188	\$ 37,224	
<b>Project Sub Total</b>		<b>470</b>	<b>\$ 92,857</b>	<b>235</b>	<b>\$ 44,462</b>	<b>470</b>	<b>\$ 88,924</b>	<b>282</b>	<b>\$ 55,836</b>	<b>0</b>	<b>\$ -</b>	<b>1457</b>	<b>\$ 282,079</b>	

General Program Management			FY13-14		FY14-15		FY15-16		FY16-17		FY17-18		Summary	
			Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
Project PM summary		512	\$ 99,160	512	\$ 99,160	512	\$ 99,160	512	\$ 99,160	512	\$ 99,160	2560	\$ 495,800	
Total per FY		940	\$ 185,713	1457	\$ 277,332	2021	\$ 381,343	1598	\$ 308,132	470	\$ 93,060	6486	\$ 1,245,580	
		1452	\$ 284,873	1969	\$ 376,492	2533	\$ 480,503	2110	\$ 407,292	982	\$ 192,220	9046	\$ 1,741,380	
KHA sum		1168	\$ 231,264	1262	\$ 249,876	1732	\$ 342,936	1544	\$ 305,712	698	\$ 138,204	6404	\$ 1,267,992	
Point C sum		236	\$ 46,217	424	\$ 83,034	142	\$ 27,809	48	\$ 9,400	48	\$ 9,400	898	\$ 175,860	
GPA sum		48	\$ 7,392	283	\$ 43,582	471	\$ 72,534	236	\$ 36,344	48	\$ 7,392	1086	\$ 167,244	
PS&E Misc		0	\$ -	0	\$ -	188	\$ 37,224	282	\$ 55,836	188	\$ 37,224	658	\$ 130,284	





**Hourly Billing Rate Schedule**  
2013 Billing Rates

	<u>Hourly Billing Rate*</u>
Program Manager	\$255
Sr. Professional II	\$235
Sr. Professional I	\$210
Professional	\$165
Analyst	\$130
Project Support	\$110
Clerical	\$80

\*Rates are subject to yearly escalation adjustments

**Other Direct Costs:** Outside Printing/Reproduction, Delivery Services/USPS, Misc. Field Equipment/Supplies, and Travel Expenses will be billed at actual cost as allowed.

**Key Subconsultant Billing Rates:**

Point C – 2013 Billing Rates:

Tony V. Harris	\$220
Shannon Smith	\$188
Tiffany Chao	\$110

GPA Consulting – 2013 Billing Rates:

Principal Environmental Planner	\$210
Senior Environmental Planner	\$150
Associate Environmental Planner	\$110
Administrative Assistant/Clerical	\$70

Specialty Subconsultants:

The team may require assistance from select specialty consultants at various times during the term of the contract. Billing rates will be coordinated with the City as these services are required.