

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "AGREEMENT") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and TRC SOLUTIONS, INC. (the "CONSULTANT").

RECITALS

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

**PREPARATION OF SCOPING AND PROJECT REPORT  
FOR SR-138 (SR-14) AVENUE K INTERCHANGE**

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

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the AGREEMENT.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster
- B. CONSULTANT: TRC Solutions, 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      Mr. Raja Mitwasi, Vice President  
                                    TRC Solutions, Inc.  
                                    123 Technology Drive West  
                                    Irvine, California 92618

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

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

4. **Incorporation by Reference.** The Request for Proposal (RFP 577-14) and the CONSULTANT'S Proposal are hereby incorporated in and made a part of this AGREEMENT. CONSULTANT agrees to comply with all of the requirements set forth therein.

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

- First: This AGREEMENT consisting of thirty (30) pages
- Second: Request for Proposal (RFP 577-14)
- 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 the Scope of Services. 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 the Scope of Services is not to exceed \$273,885.71. 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. **Payment of Prevailing Wage.**

A. The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the field work to be done, including mapping and surveying, geotechnical investigation, potholing and traffic control services. Per Labor Code 1720, 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:

<b>Commercial General Liability</b>	
Each Occurrence	\$5,000,000
Per Project General Aggregate	\$10,000,000
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	\$10,000,000
 <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

**Professional Liability**

Each Occurrence	\$10,000,000
General Aggregate	\$10,000,000

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 OWNER. At the option of the OWNER, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the OWNER 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 OWNER insured entities. Any insurance or self-insurance maintained by the OWNER 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 OWNER 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 OWNER 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 OWNER 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 OWNER before work commences. The OWNER 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 OWNER insured entities.

L. Certificates of Insurance must be deposited with the OWNER 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 OWNER.

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

**PREPARATION OF SCOPING AND PROJECT REPORT FOR SR-138  
(SR-14) AVENUE K INTERCHANGE**

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 30 days 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 OWNER'S insured entities.

O. For in the Scope of Services, CONSULTANT shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor, which certificates and endorsements shall comply with each requirement set forth in Section 17.B. – 17.L and 17.N., and shall further include 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 subcontractors performing less than 10% of the total value of the work described in the State of California:

<b>Commercial General Liability</b>	
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	
 <b>Commercial Automobile Liability</b>	
Combined Single Limit per Accident for	
Bodily Injury and Property Damage	\$2,000,000
 <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	\$2,000,000
General Aggregate	\$2,000,000

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 the Scope of Services.

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 this AGREEMENT.

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

“OWNER”  
CITY OF LANCASTER  
LANCASTER, CALIFORNIA

Approved By Department Head:

By: \_\_\_\_\_  
Robert C. Neal, Director of Public Works

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

By: \_\_\_\_\_  
Mark V. Bozigian, City Manager

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

"CONSULTANT"  
TRC SOLUTIONS, INC.

By: \_\_\_\_\_  
Raja Mitwasi, 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

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 the attached Exhibit "A".

Time for Completion:

Consultant shall commence performance of the services no later than fourteen (14) calendar days after the execution date of this Agreement. It is anticipated that performance of the services will be completed within two hundred twenty eight (228) calendar days from commencement. In no event shall performance of the services be completed later than February 6, 2015. If Consultant fails to complete the services in this time period, the City may avail itself of any and all remedies provided for in this Agreement.

Term:

This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the Consultant. This Agreement shall continue in full force and effect for a period of one (1) year from the effective date of the Agreement (the "Term"), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement, provided, however that the City and the Consultant may mutually agree in writing to extend the Term of this Agreement.

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Raja Mitwasi, Vice President  
TRC Solutions, Inc.



**SCOPE OF WORK**

**Project Study Report/Project Development Support**

for

**SR-138 (SR-14) Avenue K Interchange**

**April 7, 2014**

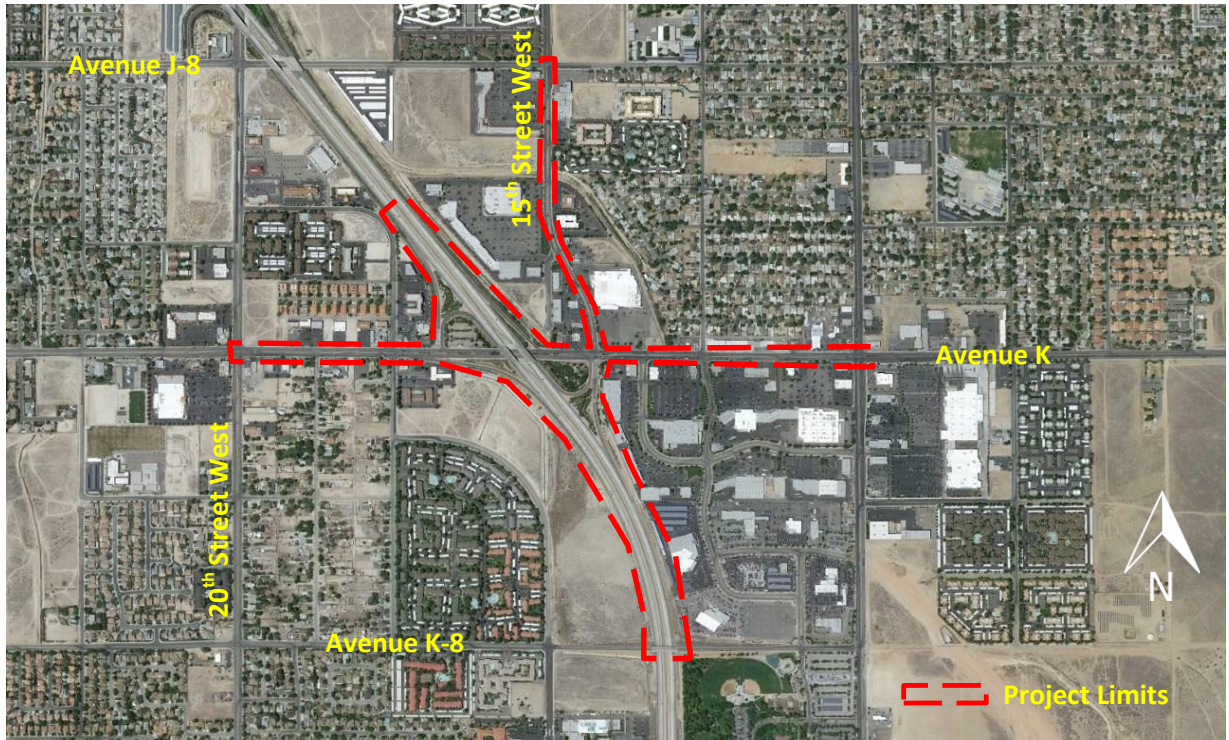
# Exhibit "A"

## PROJECT DESCRIPTION

The City of Lancaster, in cooperation with Caltrans and the Metropolitan Transit Authority (MTA), is planning to modify the geometry and capacity of the SR-138 (SR-14) Avenue K Interchange. Modifications shall include the interchange foot print and improvements to Avenue K between 10<sup>th</sup> Street West and 20<sup>th</sup> Street West, and 15<sup>th</sup> Street West between Avenue K and Avenue J-8. The project area is entirely within the City of Lancaster, with interchange area within State of California (Caltrans) right-of-way. The project will address capacity and flow issues at the Avenue K undercrossing and along Avenue K. Improvements may include gap closures on local streets, interchange geometric enhancements, traffic signal modifications, intersection modifications on Avenue K at 10<sup>th</sup> Street West and 20<sup>th</sup> Street West, pedestrian improvements and other context sensitive solutions.

The SR-138 (SR-14) Avenue K Interchange project includes three phases. The project studies will begin with the Project Study Report/Project Development Support (PSR-PDS) following with the subsequence phase of Project Report & Environment Document (PR&ED). The development of plans, specifications and estimates (PS&E) is the third phase of the SR-138 (SR-14) Avenue K Interchange project. All services for these three phases will be prepared in accordance with the most recent Caltrans guidelines as outlined in the Caltrans Project Development Procedures Manual (PDPM).

The following scope of work describes all expected services related to the first phase of project, PSR-PDS.





123 Technology Drive  
Irvine, CA 92618

949.727.9336 PHONE  
949.727.7399 FAX

www.trcsolutions.com

## **DESCRIPTION OF TASKS**

### **1. PROJECT MANAGEMENT**

#### **1.1 Meetings**

There will be Project Development Team (PDT) meetings with staff from Caltrans and the City, along with internal team meetings and coordination meetings with Stakeholders to discuss progress and project issues, and to exchange project information. The Consultant shall prepare and distribute the agenda and associated materials in advance of each meeting. Draft minutes will be submitted for review and comment following each meeting. The final minutes will be distributed to all attendees within 3 to 4 weeks of the meeting.

#### **1.2 Administration**

The Consultant shall prepare and review all necessary legal documents, insurance certificates, correspondence, invoices, and associated materials necessary for the successful execution of the contract.

#### **1.3 Project Management**

The consultant shall monitor and report on project progress, and notify the City Project Manager of any scope, schedule, or budget issues as they arise. Issues that may affect the contract shall be noted in the next invoice after identification. Consultant shall prepare an Extra Work Order if resolution of issues requires a change to the contract budget. For the purposes of this work, the Consultant shall maintain a detailed schedule, risk register, submittal log and an action log along with any other project control tools agreed upon with the City Project Manager. The consultant shall maintain a critical path schedule for the project.

### **2. PRELIMINARY ENGINEERING**

#### **2.1 Data Collection**

The consultant in concurrence with the City Project Manager will compile a list of data needed for this study. This data collection effort will include, at a minimum, existing traffic conditions data, and information about related freeway, arterial and transit projects in the project delivery pipeline. The Consultant's scope of work will include developing and/or compiling this data in support of the PSR-PDS phase.

#### **2.2 Need and Purpose**

The consultant shall establish a consensus project Need and Purpose per Caltrans guidelines in the PDPM. The analysis shall include information on operational deficiencies, congestion levels, accident rates, safety elements, future traffic



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Levels of Service (LOS) and queuing based on current and 2040 data. Data from other planning and design studies within the project study area shall be reviewed and utilized in developing the project Need and Purpose.

### **2.3 Mapping**

The consultant will use readily available mapping as the base for the preliminary plan development. The County of Los Angeles GIS unit has mapping available for this area which shows property lines and the street rights of way in detail sufficient for the PSR-PDS development. These maps can also overlay topo contours at a 2' interval. This will give sufficient information as to the general direction of water flow and some of the street flow directions. Aerial photo information can also be imported from Google Earth Pro and lined up with the right of way and topo information. Scale developed will be sufficient to show the details of the work proposed (50 or 100 scale) and fit onto an 11x17 sheet but still be readable at that scale and size. Basic roadway features (existing and proposed) such as curb lines, lane lines, sidewalks and ROW lines will be shown on these maps. Design level mapping will be prepared in subsequent phases of the PSR-PDS.

### **2.4 Alternative Development and Analysis**

The consultant shall implement Context Sensitive Solutions per Caltrans guidelines and develop a set of alternatives which addresses the operational deficiencies of the project study area. The consultant shall evaluate benefits and impacts of the proposed improvements for each alternative. The consultant shall obtain and study the relevant information from conceptual designs and reports prepared previously within the project area for consistency between proposed alternatives and the already planned projects.

### **2.5 Traffic Forecasting and Operation Analysis**

The Consultant shall collect necessary data for the development of the Traffic Engineering Performance Assessment (TEPA). All available and most recent data, reports, plans and programmed land uses collected from Caltrans District 7, City of Lancaster and/or MTA will be reviewed and fully utilized in the TEPA. The traffic forecasting/projections or modeling will not be performed under this phase of project, they will be performed under the PA/ED phase of the project.

The TEPA shall be prepared per the requirements of Caltrans as described in Appendix S – Preparation Guidelines for Project Study Report Project Development Support Project Initiation Document. The documents formats and methodologies shall comply per the requirements of Caltrans and also City of Lancaster requirements. In this phase of study, the consultant should focus on





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identifying the existing and future operational level of service within the project limits.

The traffic study shall include an assessment of before and after widening scenarios for all the intersections as well as street segments between the identified intersections. Analyses of signalized and unsignalized intersections will identify the Level of Service (LOS) and V/C ratios per Caltrans and City of Lancaster criteria. Synchro version 8.0 in conjunction with the TRB's Highway Capacity Manual 2010 Micro-computer will be utilized for existing LOS and capacity assessment.

The following intersections shall be analyzed during the peak hours during weekdays.

**Street Intersection LOS Analysis:**

- Ave. K / 20<sup>th</sup> St. W.
- Ave. K / 17<sup>th</sup> St. W.
- Ave. K / SR-138 SB Off-Ramp
- Ave. K / SR-138 NB Off-Ramp
- Ave. K / 10<sup>th</sup> St. W,
- 15<sup>th</sup> St. W. / Ave. J-8
- WB Ave. K / SR-138 NB On-Ramp
- EB Ave. K / SR-138 SB On-Ramp

**Freeway Segments LOS Analysis:**

- NB SR-138 Mainline Segments between NB On-Ramp from Ave. L and NB Off-Ramp to 20<sup>th</sup> St. W.
- SB SR-138 Mainline Segments between SB Off-Ramp to Ave. L and SB On-Ramp from Ave. J-8
- NB SR-138 Weaving Segment between NB On-Ramp from Ave. L and NB Off-Ramp to Ave. K
- NB SR-138 Weaving Segment between NB On-Ramp from Ave. K and NB Off-Ramp to 20<sup>th</sup> ST. W.
- SB SR-138 Weaving Segment between SB Off-Ramp to Ave. L and SB On-Ramp from Ave. K
- SB SR-138 Weaving Segment between SB Off-Ramp to Ave. K and SB On-Ramp from Ave. J-8



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Deliverable(s):

- Administrative, Draft and Final Traffic Operation Analysis Methodology Memo
- Administrative, Draft and Final TEPA. Up to three hardcopies for Administrative submittal and up to five hardcopies for Draft and Final submittals.

### 3. ENVIRONMENTAL ASSESSMENT

#### 3.1 Preliminary Environmental Analysis Report (PEAR)

The consultant will prepare the PEAR in support of the PSR-PDS for the proposed project. The PEAR will be prepared in accordance with the guidelines in Caltrans most recent PEAR Handbook. The purpose of the PEAR is to identify early in the project planning, or initiation phase, the environmental constraints that may affect project design, alternatives, cost, schedule, and delivery. The PEAR will provide estimates of the scope, schedule, and costs associated with the subsequent environmental compliance process and will document the assumptions and risks used to develop those estimates.

The consultant will review existing and available information pertaining to the project area, including background documentation and available databases provided by the City and design information developed in Task 2.

The information contained in the PEAR shall serve as a foundation to begin studies for the PA/ED phase. The PEAR shall clearly present and discuss the results of preliminary environmental studies in order to identify environmental constraints that may affect design. A draft and final PEAR will be prepared to present the results of the environmental analysis described below:

#### **Cultural Resources/Tribal Lands/Tribal Coordination**

The consultant will conduct a background records search and literature review at the regional Information Center of the California Historical Resources Information System (CHRIS). The records search and literature review will include the proposed project area as well as a 1-mile buffer around the area. The consultant will also contact the California Native American Heritage Commission asking for a search of their sacred lands files database and a list of local Native American representatives that may have knowledge of resources within the Study Area. A windshield survey will be undertaken and will focus on potential areas of cultural resources sensitivity in the project area, including any properties that would likely require formal evaluation to determine eligibility for listing in the National Register

April 7, 2014



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of Historic Places and/or the California Register of Historical Resources. The PEAR will identify information sources and contacts, describe survey methodology, and describe the project setting and sensitivity of each cultural resource identified by the background search and fieldwork. The report will discuss the effects that the project might have on resources within or adjacent to the project area, including any potential cultural resource issues that might affect the alternatives, cost, or viability of the project. In addition, the report will explain the permits, approvals and/or coordination which must be completed and provide an outline of a time schedule for such coordination, including completed Section 106 compliance. All known cultural resources or possible areas of resource sensitivity will be mapped on the provided base map that shows parcel lines and ownership information for any parcel that may be affected by the project.

## **Biology**

The consultant will obtain and review existing information to identify the potential biological resources that may be associated with the proposed project. The biologist will conduct a reconnaissance survey of the project area and identify potential resource issues, including sensitive species habitat, waters of the United States (including wetlands), and sensitive natural communities (e.g., riparian communities). The PEAR will summarize the information obtained during the pre-field investigation and describe existing conditions. The PEAR will identify specific studies or focused surveys needed, any timing issues for conducting the surveys, and any required permits, agreements, or approvals that will be necessary to comply with local, state, and federal regulations. The effect of any potential mitigation on the project scope, cost, or schedule will be identified. Mitigation costs will be estimated at an order of magnitude level. If any sensitive biological resources are located in or adjacent to the project area, they will be mapped on the provided base map.

## **Air Quality**

The consultant will conduct a background document review of the study area and make any necessary contacts with the air district. The PEAR will describe the project setting, including existing air quality conditions in the project area, the air quality attainment status, and the whether the proposed project is included in the Regional Transportation Plan/Regional Transportation Improvement Plan. The consultant will also identify any circumstances that have the potential to affect the viability or schedule of the project, including additional studies, and any monitoring or abatement measures required by the air district or California Air Resources Board. We will identify potential sensitive receptors on the provided base map of the project area.



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## **Noise**

The consultant will conduct a background document review and windshield survey of the study area. A qualitative analysis of potential noise impacts on noise-sensitive uses will be conducted based on applicable federal and state regulatory requirements. The general locations where sound walls are feasible will be identified. The PEAR will identify any circumstances related to noise that have the potential to affect the viability or schedule of the project, including additional studies and land acquisitions. Potential sensitive receptors, and their locations in the project study area, will be identified on the provided base map.

## **Energy**

The proposed project is not anticipated to result in significant construction or operational impacts on energy use. The project may require the relocation of electrical or gas lines; impacts on existing energy lines would be discussed in the environmental document. The NEPA analysis contained in the environmental document will also qualitatively discuss the irretrievable commitment of energy resources that would be needed during construction, as required by 40 CFR 1502.16. Because energy use is not an environmental constraint that will affect the design of the project or project schedule, scope, or costs, we will obtain early Caltrans concurrence that this issue does not need to be addressed in the PEAR.

## **Water Quality and Floodplains**

The consultant will conduct background research of the project area, including a review of the FEMA/National Flood Insurance Program flood maps and local agency contacts. The PEAR will describe the project setting in terms of hydrology and floodplain issues and identify any bodies of water, drainages, rivers, and streams that might be affected by the project. The report will describe what discharge conditions may be present that could affect the project design, scheduling, or construction techniques, discuss any agency coordination and permits, and map the locations of any constraints, including FEMA floodplains, that should be considered during preliminary design on the provided base map. The evaluation will be conducted based on the results of research and review of the provided base map. No field visit is proposed to analyze this resource area.

## **Hazardous Waste**

The consultant will summarize in the PEAR any information resulted from Task 3.2 that relates to the hazardous waste screening section.

## **Scenic/Visual Resources**



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The consultant will conduct a background document review and windshield survey of the project area to identify any scenic resources in the project area and any adverse visual impacts that might be introduced by the project, including any circumstances that have the potential to affect the viability or schedule of the project. This information will be identified in the PEAR, along with potential agency permits and approvals that may be necessary. Any visually sensitive resources will be mapped on the provided base map.

### **Paleontological Resources**

The consultant will conduct a background document review of the study area to identify the paleontological potential of soils within the area. Based on soil and formation type, general areas with potential paleontological sensitivity will be identified. Any areas with potential for paleontological resources will be mapped on the provided base map. Preparation of a Paleontological Identification Report is not proposed at this time.

### **Socioeconomic/Community Impact**

The consultant will conduct a windshield survey to identify any community impact issues. The evaluation will be based on the provided base map showing the parcels that could be affected by the project and on the previous work done for the feasibility study and the socioeconomic study. The PEAR will describe the general setting of the study area neighborhoods, and the types (i.e., residential, commercial) and numbers of structures in the project area, and those affected by the project, including the number of relocations necessary, if any. Any areas of potential impact will be delineated on the provided base map.

Deliverable(s):

- Administrative, Draft and Final PEAR. Up to three hardcopies for Administrative submittal and up to five hardcopies for Draft and Final submittals.

### **3.2 Initial Site Assessment (ISA)**

The consultant shall complete the ISA taking into account the analysis already conducted as part of any previous projects along the corridor limits or projects immediately adjacent to the project study area and build on them. The work shall be based on the ISA format as described in the Caltrans Project Development Procedures Manual (current edition) and the American Society for Testing and Materials Designation E1527- 05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.



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## Exhibit "A"

April 7, 2014

The consultant shall obtain environmental database search reports from Vista Information Solutions, Inc. (VISTA), Environmental Database Resources, Inc. (EDR) or a similar database search report (subject to prior approval by the City Project Manager), conduct field reconnaissance, and obtain other pertinent information for the preparation of the ISA.

Deliverable(s):

- Administrative, Draft and Final ISA. Up to three hardcopies for Administrative submittal and up to five hardcopies for Draft and Final submittals.

### **3.3 Storm Water Data Report (SWDR)**

The SWDR shall summarize the storm water quality issues of the project and each alternative per the latest version of the Caltrans Storm Water Quality Handbooks: Project Planning and Design Guide (PPDG) in compliance with Caltrans statewide NPDES permit. The SWDR shall consist of a cover sheet, storm water data information, checklists, and attachments following Caltrans guidelines and practices. The SWDR shall summarize how the project will address temporary, permanent, and treatment Best Management Practices (BMPs) for each alternative, at a PSR-PDS level.

Deliverable(s):

- Administrative, Draft and Final SWDR. Up to three hardcopies for Administrative submittal and up to five hardcopies for Draft and Final submittals.

## **4. PREPARE PROJECT STUDY REPORT – PROJECT DEVELOPMENT SUPPORT(PSR-PDS)**

The consultant will prepare the PSR-PDS for the proposed project in accordance with the Caltrans Project Development Procedures Manual (PDPM), Appendix S – Preparation Guidelines for Project Study Report Project Development Support Project Initiation Document. The consultant will deliver AUTOCAD format files to the City for their use as needed. Draft and screen check plans developed will be delivered in hardcopy format and / or part of a PDF document for review. This will facilitate easy viewing by all potential readers of e-documents. Most plan sheets incorporated into reports will be no larger than a standard 11x17 format to facilitate easy printing on most 'engineering department' printers. Upon request larger format exhibits can be prepared for use in presentations made by City staff or the consultant.

### **4.1 Geometric Development and Right-of-Way Studies**



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Once the alternatives have been defined, the consultant will develop typical cross-sections, layout plans, utility plans, and conceptual stage construction sheets. These plans will be prepared in accordance with the Caltrans Highway Design Manual (HDM) and the Caltrans Standards. The plans shall reflect structure, interchange, and ramp modifications needed to accommodate the proposed improvements. The consultant will also define the project footprint for each alternative and identify the ROW impacts.

#### **4.2 Life Cycle Cost Analysis (LCCA)**

The consultant shall prepare a Life Cycle Cost Analysis (LCCA ) following guidance in the latest edition of the Caltrans LCCA Procedures Manual and other guidance on the Caltrans LCCA web page. The pavements that will be studied will be those within Caltrans right of way that they maintain. These will include the mainline freeway and any Auxiliary lanes as well as the interchange ramps. The specific document prepared for the PSR-PDS shall follow guidance in Chapters 8 and 9 of the Project Development Procedures Manual.

#### **4.3 Design Scoping Index**

The consultant will prepare a Design Scoping Index to identify the major design features, critical project issues, and nonstandard features with each alternative to properly scope the project. The Design Scoping Index will be used to conduct an early coordination with Caltrans District 7 design coordinators and reviewers to determine the design issues to be addressed in this PSR-PDS.

#### **4.4 Preliminary Structural Studies**

The consultant will address necessary modifications to bridges and structures affected by the proposed improvements. The Division of Engineering Services (DES) Scoping Checklist for the proposed bridges and retaining walls will be prepared based on the roadway geometry developed in Task 4.1. The DES Scoping Checklist and the Structure PSR-PDS cost estimate will provide required information to develop accurate work plans for the PA&ED phase.

#### **4.5 Preliminary Cost Estimates**

The consultant shall prepare the project estimates for each selected alternative. In addition to the construction material, other key components include ROW, environmental, and utility costs.

#### **4.6 Risk Register**

The consultant shall identify risks that may affect the project. Risk register is a document that contains a list of identified risks, the results of qualitative risk analysis, the risk owners and an agreed-upon risk response strategy.



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#### **4.7 Administrative and Draft PSR-PDS**

In accordance with the Caltrans Project Development Procedures Manual, the consultant shall prepare Administrative and Draft PSR-PDS. The report will discuss the project, its background and need for the project, and the developed alternatives and their evaluations. An Administrative draft PSR-PDS will be submitted to the City and a Draft PSR-PDS will be submitted to the City and Caltrans for review.

#### **4.8 Agency Review**

The consultant should set up a meeting with the City and Caltrans to clarify and discuss any concerns in order to expedite the reviewing process.

#### **4.9 Final PSR-PDS**

The consultant shall prepare a comment disposition matrix with summary of comments and responses to help each reviewer understand how their comments were addressed. After reviewing, assessing, and documenting comment responses, a final version of the PSR-PDS will be prepared.

Deliverable(s):

- Administrative, Draft and Final PSR-PDS. Up to three hardcopies for Administrative submittal and up to five hardcopies for Draft and Final submittals.



# Exhibit "A"

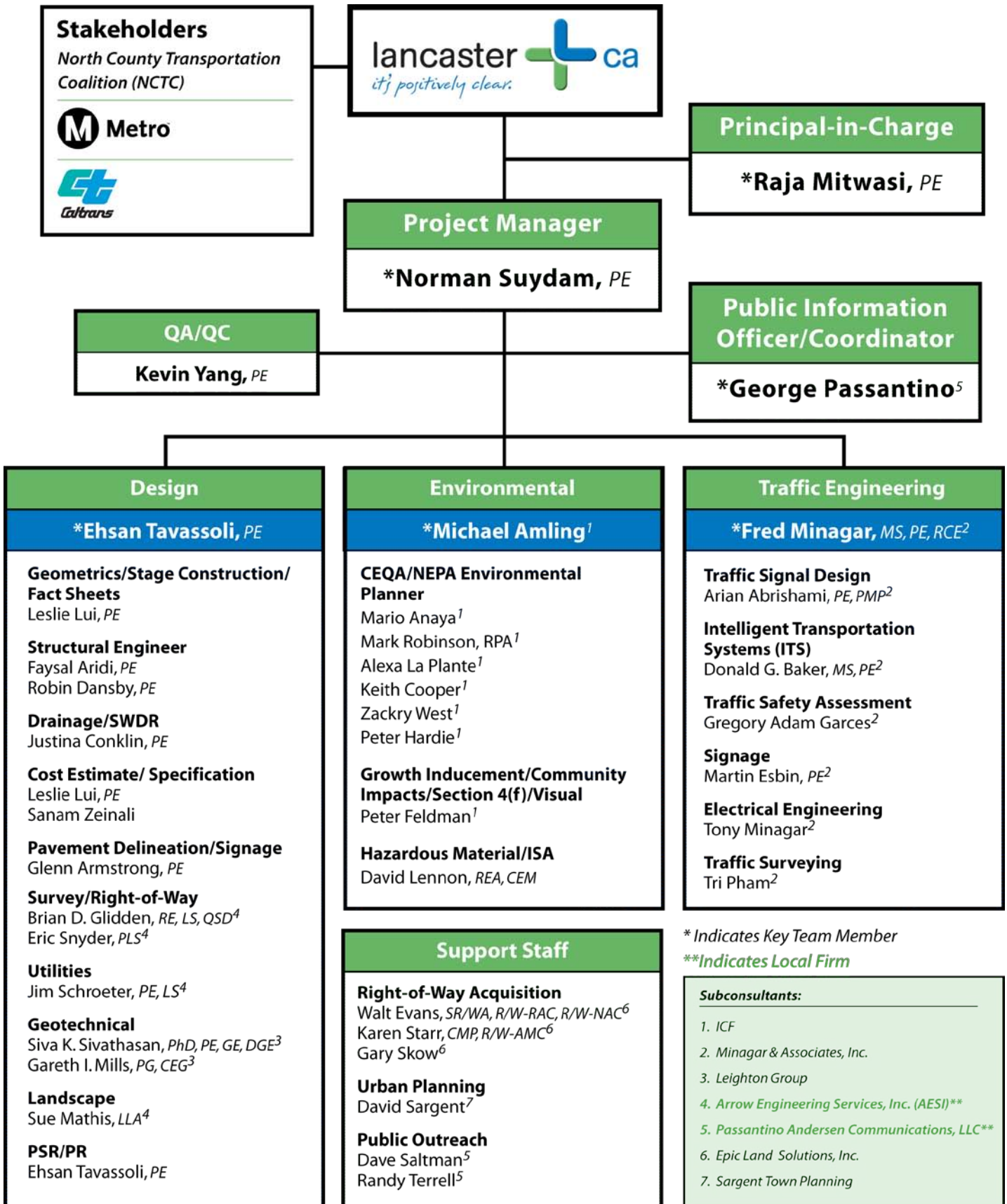


Exhibit "A"

# SR-138 (SR-14) Avenue K Interchange - PSR/PDS Project Schedule



WBS	Task Name	Start	Finish	Duration	2014											
					Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov			
	<b>Notice to Proceed</b>	4/1/14	4/1/14	1 day		◆ 4/1/14										
<b>1</b>	<b>TASK 1 - Project Management</b>	4/2/14	10/21/14	145 days												
1.1	Meetings	4/2/14	10/7/14	135 days												
1.2	Administration	4/2/14	10/7/14	135 days												
1.3	Project Management	4/2/14	10/21/14	145 days												
<b>2</b>	<b>TASK 2 - Preliminary Engineering</b>	4/2/14	8/5/14	90 days												
2.1	Data Collection	4/2/14	4/29/14	20 days												
2.2	Need and Purpose	4/2/14	4/29/14	20 days												
2.3	Mapping	4/2/14	4/29/14	20 days												
2.4	Alternatives Development and Analysis	4/16/14	5/13/14	20 days												
2.5	Traffic Engineering Performance Assessment (TEPA)	4/30/14	8/5/14	70 days												
<b>3</b>	<b>TASK 3 - Environmental Assessment</b>	4/2/14	8/19/14	100 days												
3.1	Preliminary Environmental Analysis Report (PEAR)	4/2/14	10/22/14	146 days												
3.2	Initial Site Assessment (ISA)	4/2/14	5/13/14	30 days												
3.3	Storm Water Data Report (SWDR)	4/2/14	6/10/14	50 days												
<b>4</b>	<b>TASK 4 - Environmental Document</b>	5/14/14	10/22/14	116 days												
4.1	Geometric Development/ROW Studies	5/14/14	7/8/14	40 days												
4.2	LCCA	5/14/14	6/10/14	20 days												
4.3	Design Scoping List	5/14/14	6/10/14	20 days												
4.4	Preliminary Structural Study	5/14/14	6/10/14	20 days												
4.5	Preliminary Cost Estimates	6/11/14	7/8/14	20 days												
4.6	Risk Register	8/6/14	8/19/14	10 days												
4.7.1	Administrative PSR-PDS	7/9/14	8/19/14	30 days												
4.8.1	City Review	8/20/14	9/2/14	10 days												
4.7.2	Draft PSR-PDS	9/3/14	9/9/14	5 days												
4.8.2	Caltrans Review	9/10/14	10/7/14	20 days												
4.9	Final PSR-PDS	10/9/14	10/22/14	10 days											10/22/14	

Milestone ◆

Task



Critical Task



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, in an amount Not to Exceed \$273,885.71. 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.

---

Raja Mitwasi, Vice President  
TRC Solutions, Inc.





## Exhibit "B"

### HOURLY RATE

All rates are "fully loaded", i.e., including all overhead costs, general, administrative and profit.

#### Key Personnel - TRC Solutions, Inc.

Name	Classification	Job Function	Hourly Billing Rate For 2014	Hourly Billing Rate For 2015	Hourly Billing Rate For 2016
Norm Suydam	Sr. Project Manager	Project Manager	\$261.27	\$269.10	\$277.18
Ehsan Tavassoli	Project Manager	Roadway	\$209.22	\$215.50	\$221.96
Kevin Yang	Sr. Project Engineer	QA Manager	\$153.66	\$158.27	\$163.02
Faysal Aridi	Sr. Project Engineer	Structures	\$159.82	\$164.62	\$169.56
Ka Lok Lui	Project Engineer	Roadway	\$141.86	\$146.12	\$150.50
Danny Pheng	Engineer	Roadway	\$104.79	\$107.93	\$111.17
Glenn Armstrong	Project Engineer	Roadway	\$134.02	\$138.04	\$142.18
Sanam Zinali	Engineer	Roadway	\$72.65	\$74.83	\$77.07
David Lennon	Sr. Project Manager	Hazardous Waste	\$195.59	\$201.46	\$207.51
Kathleen Stevens	Sr. Scientist	Hazardous Waste	\$135.53	\$139.60	\$143.78
Glenn Matsumoto	CADD/Technician	Roadway	\$90.52	\$93.23	\$96.03
Rose Moreno	Project Support/Administration	Roadway	\$69.74	\$71.83	\$73.99

#### Note:

These rates were calculated using the named personnel's actual salary as of 2/26/2014 and includes the following to develop fully burdened rates:

Overhead Rate:	164.17%
Profit:	10.0%
Annual Escalation Rate:	3.0%