

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 SARGENT TOWN PLANNING, INC. hereinafter referred to as CONSULTANT.

RECITALS

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

**PWCP 14-013 – AUTO MALL STREETScape IMPROVEMENTS  
(LANCASTER CORRIDOR AND AUTO MALL SIGNAGE)**

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: Sargent Town Planning, 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	David Sargent, President Sargent Town Planning, Inc. Pershing Square Building 448 South Hill Street, Suite 401 Los Angeles, CA 90013

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 23 pages excluding paragraph 5  
Second: The CONSULTANT'S Proposal

6. **Description of Work.** OWNER hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to perform the technical and professional services set forth in the "Scope of Services" attached hereto as Exhibit "A". CONSULTANT shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in Exhibit "A". The Director of Public Works or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director of Public Works, or his designee.

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONSULTANT for all work and services described in Exhibit "A" is not to exceed \$436,830.00. 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:

**Commercial General Liability**

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

**Commercial Automobile Liability**

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

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

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

**Professional Liability**

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

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

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

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

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

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

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

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

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

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

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

L. Certificates of Insurance must be deposited with the City of Lancaster for all coverage required by this contract. Certificates shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days prior written notice (10 days written notice for non-payment) by Certified Mail, return receipt requested to the City of Lancaster.

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

**PWCP 14-013 – AUTO MALL STREETSCAPE IMPROVEMENTS  
(LANCASTER CORRIDOR AND AUTO MALL SIGNAGE)**

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 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.

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: \_\_\_\_\_  
Carlyle S. Workman, Utilities/Maintenance Services  
Manager

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

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

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

"CONSULTANT"  
SARGENT TOWN PLANNING, INC.

By: \_\_\_\_\_  
David Sargent, President

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

ATTEST:

\_\_\_\_\_  
Britt Avrit, 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:

**SEE ATTACHED**

## Exhibit "A"

### Overview of Scope of Improvement

Public and private improvements are understood to be generally as follows, to be defined in greater detail in Tasks 1 and 2.

- New landscaped and hardscaped medians: These will include new and upgraded medians in the internal streets of the Auto Mall, as well as new medians in 10<sup>th</sup> Street West near the Auto Mall Drive intersection.
- New enhanced crosswalks: At intersections and mid-block locations.
- New street frontage landscape: On internal streets such landscaping is located primarily between the back of sidewalk and the right-of-way line, which to the best of our knowledge is generally the curb line of dealer parking/auto display lots. On the SR 14 frontage landscaping would be located in the easement between the Auto Mall wall and the Caltrans fence. On the Auto Mall frontages of Avenue K-8 and 10<sup>th</sup> Street West the landscape improvements illustrated in the 2011 Master Plan extend onto private property, particularly at the entry gateways at Auto Mall Drive and Drivers Way, as did the original entry landscape/hardscape. The extent of such landscaping will be resolved in consultation with Staff and affected property owners in Task 2.
- New, low retaining walls and/or curbs: These may be at the right-of-way line and/or at the back of walk, to help resolve the current sloping conditions where landscape is poorly maintained and soil is washed onto the sidewalks. Such improvements will likely require agreements with adjoining property owners.
- Selective/limited sidewalk replacement: The design intent is to minimize the need for curb relocation or sidewalk replacement, prioritizing available funds on new medians, crosswalks, landscaping, signage, and auto display elements.

- New auto display platforms: These are illustrated in the 2011 Plan in a variety of configurations, most of which were entirely or partially on private property, and would require agreements with affected dealers. The extent to which any of these would be included in Phase 1 improvements, or provisions made for their future construction, will be resolved in Task 2 in consultation with affected property owners.
- New irrigation systems: We understand that many street frontage landscaped areas may currently be irrigated by private irrigation systems. In Task 2 we will resolve the extent to which a publicly owned or Auto Mall operated system should supplement or replace these systems. We expect to review as-built drawings of those private irrigation systems and to coordinate the design a new, unified irrigation system with any such systems. Services related to documenting existing irrigation systems for which no as-built drawings are provided, or designing extensive reconfiguration of private irrigation systems are not included in this proposal. We also assume that any revisions to landscape and irrigation will be able to re-use the existing irrigation system. Therefore, electrical engineering for power to new irrigation controllers or coordination for new water main connections is not included in our scope of work. Should it be determined at a later date that these services are desired, they could be added as additional services.
- New street lighting: In Tasks 1 and 2 we will include a layout and recommendations for new street lights. Currently street lights are located in sidewalks and are of the concrete cobra head type. We also note that in some locations dealer light poles for illuminating car display areas appear to be located in the public right of way behind the sidewalk, and in other cases are pretty clearly outside the right of way. Based on initial cost estimating in Tasks 1 and 2 the City can determine whether new street lighting is to be included in the scope of improvements. For purposes of this proposal, we assume that the existing street light circuits will be adequate for any revisions to the street lighting system. Electrical engineering of new street circuits, new service panels, etc. is not included. Should it be determined at a later date that these services are desired, they could be added as additional services.
- Entry logo signs: We anticipate a single logo sign design, very similar to the rotated square design presented in the 2011 design. Three such signs would be provided, one at the roundabout at Commerce Center Drive and 12<sup>th</sup> Street West, and one at each of the two entry gateways at Auto Mall Drive and Drivers Way.
- Freeway identity signage: We anticipate a design based on the pylons and/or graphic screen previously presented, but refined and value engineered to reduce construction cost.

### **Consultant Team**

We propose to provide urban and graphic design, landscape architecture, and civil engineering services for this project. The Consultant Team (Team) includes:

- Sargent Town Planning (STP) will act as the prime contracting consultant, developing and finalizing the urban design, and coordinating the work of other team members.

- Penfield & Smith (P&S) – now Stantec – will be the civil engineers of record, preparing horizontal and vertical control plans, providing necessary engineering detailing and calculations, taking off quantities and collaborating with City staff in preparing construction cost estimates, and stamping and signing the construction documents.
- Fong Hart Schneider + Partners (FHSP) will be the landscape architects, designing and detailing all plant materials and enhance paving, preparing construction documents for landscape, hardscape and irrigation, and collaborating with Stantec and Staff in preparing construction cost estimates.
- Hunt Design (Hunt) will provide signage design services, working with the City and the team to finalize the design for the entry logo signs and preparing cost estimates and bid packages for those elements.

### **Proposed Scope of Services**

We propose to provide professional services for this project in three (3) tasks, as follows. We organize the services also by sub-area for clarity.

**Task 1 – Streetscape Design Confirmation:** The Team will prepare two alternative designs for 12<sup>th</sup> Street West/Motor Lane from Commerce Center Drive to Drivers Way, along with refined locations and designs for new medians in Auto Mall Drive and Drivers. This will include consideration of how best to integrate or segregate public and private improvements, based on best available information, pending confirmation when the new surveyed base drawing is available.

The Team will attend a kickoff meeting at City offices to establish project requirements, finalize administrative details, and to review the conceptual geometric alternatives.

**Task 2 – Geometric Layout:** Based on City direction regarding geometric alternatives, and upon completion of the new surveyed base drawing by Stantec (under separate contract) the Team will prepare a Geometric Layout Plan for the entire Auto Mall Project Area, as follows.

- Topographic Mapping for this project will be provided for this project under the contract for PWCP 14-007 – 2015 Pavement management Program.
- Stantec will compile utility information onto existing topographic base map to create a suitable base map for civil design.
- Review street/intersection concepts for project area, checking for:
  - Conflicts with utilities
  - Design vehicle turning maneuvering room
  - Drainage issues
  - Sight distance safety issues
  - Bicycle and pedestrian accommodation
- Refine street/intersection concept to develop an engineered site plan for use by FHSP.
- Based on the size of the Project Area – and approximate lineal footage of the project streets, the Team will develop two key plan base sheets at 60 scale, and 10-12 base sheets at 20 scale or 19-23 sheets at 10 scale for use in developing the hardscape, planting and irrigation plans.

- The Geometric Layout will show all medians, sidewalks, crosswalks and hardscaped and landscaped areas to be improved and to remain, noting the general character of all new elements. This Plan will delineate the scope and extent of long-term Auto Mall Improvements, and will define potential sub-areas for phasing of improvements.
- Stantec will conduct operational analysis of roundabout operations over a design life of 20 years.
- Layout roundabout improvements based on guidance provided in the CAMUTCD, the Highway Design manual and the latest edition of the federal Highway administration (FHWA) - Roundabouts: An Informational Guide.
- Prepare design vehicle (car carrier) turning movement and sight distance exhibits for review by City.

The Team will provide the Base Plan to Staff for review, and will meet with Staff and any auto dealers invited by Staff to review the scope and design of the improvements. During or following that meeting, Staff will provide direction regarding all improvements to be included in or excluded from the Scope of Project and make changes as deemed necessary. We assume up to two (2) revisions.

**Detailed Scope Assumptions:** This proposal is based on the following scope understandings.

13<sup>th</sup> Street: Avenue K to Commerce Center Drive

- No changes

12<sup>th</sup> Street/Motor Way: Avenue K to Drivers Way

- Maintain existing street flow lines, except possibly bulb-outs at pedestrian crossings
- Addition of landscaped median.
- No addition of sidewalk along west side of street.
- Roundabout at Commerce Center Drive
- New pedestrian crossing(s) at:
  - Shopping center driveway (500' south of Avenue K)
  - Auto Mall Drive intersection

Drivers Way: Avenue K-8 to Auto Mall Drive

- Entry treatment at Avenue K-8
- Maintain existing street flow lines, except possibly bulb-outs at pedestrian crossings
- Maintain existing sidewalk but introduce tree wells
- Addition of landscaped/angled parking median
  - Design pedestrian crossing Motor Way

10<sup>th</sup> Street West: Avenue K-8 to Avenue K-4

- Revisit design completed by Stantec. Minor revisions to plans including:
  - Landscaped median
  - Traffic signal modifications at K-8.
  - No improvements on east side of street.

Avenue K: Commerce Center to 10<sup>th</sup> Street West

- No changes

Commerce Center Drive: Avenue K to 13<sup>th</sup> Street West

- No changes

Auto Mall Drive: 12<sup>th</sup> Street West to 10<sup>th</sup> Street West

- Entry treatment at 10<sup>th</sup> Street West
- Maintain existing street flow lines, except possibly bulb-outs at pedestrian crossings
- Addition of landscaped/angled parking median
- Potential for widening of sidewalk into landscaped area at back of walk – including the design of retaining walls/stairs.
- Design pedestrian crossing(s) at:
  - Drivers Way

Avenue K-8: SR 14 to 10<sup>th</sup> Street West

- Landscape changes only, none on south side of street.

**Task 3 – Plans, Specifications and Estimates:** Based on the approved Base Plan, and in close coordination with Staff, the Team will prepare construction documents and cost estimates for permitting, bidding and construction. To facilitate a range of alternatives for phasing the construction – and for potentially phasing the completion of final landscape and irrigation plans – we organize the scope of landscape design services into the following sub-tasks.

STP will coordinate the work of Stantec, FHS+P and Hunt, will schedule and attend project conferences with Staff. Two such conferences are anticipated in this phase of work. Stantec and FHS+P will also coordinate directly with City staff and with one another to ensure the timely completion of a well-coordinated set of plans, specifications and estimates. STP's role in the construction documentation phase will be limited to project coordination and urban design coordination.

### **Civil Engineering Plans, Specifications and Estimates**

#### 3.1 Research and Field Investigation

##### 3.1.1 Record Review

- Request and review all available site plans, as-built record drawings and utility plans in AutoCAD format.

##### 3.1.2 Field Investigation and Photo Log

- Visit the project site to document the existing street alignments, visually evaluate existing/potential drainage issues and other utility features and identify other issues that may affect the design.

- Field verify existing record plans, utility records, and available survey information.
- Photo document the project area and compile a photo log that documents the existing conditions within the project area.

### 3.1.3 Design Utility Research and Coordination

- Complete Customer/Project Information Sheet and Streetlight Authorization Form(s), as needed.
- Coordinate with SCE and other utilities as appropriate/necessary in an attempt to keep utility provider design process in alignment with project schedule.
- Transmit Utility Notification Letter B and 60% plans to affected utility companies.
- Transmit Utility Nonfiction Letter C and 100% plans to affected utility companies.

## 3.2 PS&E Construction Documents

### 3.2.1 30% Plans Exhibits and Material Samples (Conceptual Design)

- Prepare project title sheet containing as much information as is available.
- Prepare project notes sheet using City standard general notes, to be supplemented in future design milestones.
- Prepare project key map and survey control sheet.
- Identify key grading, utility and design issues associated with streetscape layout.
- Prepare dimensioned drawings of geometric layout.
- Prepare typical cross sections of critical areas demonstrating existing/proposed cross slopes.
- Prepare signing and striping base map and layout plan.
- Submit 30% Plans to City for review and comment.

### 3.2.2 60% Plans, Specifications and Estimates (Preliminary Design)

- Address City comments on 30% design.
- Prepare demolition plans delineating improvements to be removed, protected in place or salvaged for reuse. Create demolition layers in topographic base map.
- Prepare the following sheets in preparation for 60% design:
  - Title Sheet
  - General Notes
  - Key Map and Survey Control
  - Typical Sections and Details
  - Demolition Plans
  - Street Geometric Plan and Profile
  - Civil Details
  - Drainage Details – as needed
  - Pavement Delineation and Sign Plan
  - Lighting Plans – as needed
  - Utility Company Plans



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

### 3.2.3 90% Plans Specifications and Estimates

- Address City 60% PS&E comments.
- Update Engineers Opinion of Probable Construction Cost using quantities calculated/estimated from the 90% design drawings with the appropriate contingency.
- Submit the 90% PS&E package as a work in progress to final design for review by City staff.

### 3.2.4 Final Specifications and Estimates

- Stantec will proceed with final design based on receipt of written City comments to the 90% submittal. At this stage it is anticipated that all significant comments, utility, right of way and environmental issues are resolved or completed to a sufficient state that final outcome is readily understood.
- Address City 90% PS&E comments, in order to provide a construction bid package to submit to Caltrans for review.
- Update technical provisions for construction items not included in the Greenbook, and update and special details or cut sheets for incorporation by the City into an advertised package.
- Prepare an Engineers Opinion of Probable Construction Cost using quantities calculated/estimated from the 100% design drawings.
- Submit the 100% PS&E package for review by City staff.

### 3.3 Deliverables

- Field Photo Log
- Utility Base Map
- Utility Correspondence and Communication Log
- Utility Notification Letters A-C
- 30%, 60%, 90% and 100% Plans
- 60%, 90% and 100% Estimates
- Electronic file of 100% plans (Auto CAD 2010) and Estimates (EXCEL)
- PDF's of PS&E package
- Stamped and Signed Mylars (RFA and Bid Packages)

### Exclusions:

- Geotechnical Study/Report
- Potholing
- Utility Company Fees
- Traffic control plans

## Project Administration and Management

### Kickoff Meeting

- Stantec will attend a kickoff meeting at City offices to establish project requirements and finalize administrative details.

### Progress Meetings

- Stantec will attend up to four (4) design milestone progress and coordination meetings at City offices for joint field review(s) and project coordination needs.

### Project Management

- Monitor and update project schedule and budget.
- Provide weekly project updates via email to prime consultant.

### Coordination

- Perform project coordination with project team (other consultants and City) through emails and phone calls.
  - Participate in up to three (3) formal conference call meetings with project team.
  - Utility coordination
    - Research existing utility companies within the project area and establish appropriate contact information for each.
    - Develop and maintain utility correspondence log and document utility companies, contact information, date of contact, date of response and other pertinent information related to utility company coordination.
    - Schedule, prepare agenda and minutes for, and participate in one (1) meeting and one (1) formal conference call with each affected utility company.
    - Send Utility Notification Letters A, B, and C.

### Quality Assurance & Quality Control

- Conduct quality control reviews of the PS&E package, including all sub consultant work products, at each design milestone (35%, 60%, 90% and 100%).
- Stantec and will perform a coordination review with landscape and irrigation plans.

## **Landscape and Irrigation Plans, Specifications and Estimates**

We organize the landscape and irrigation design services by area for clarity, and potentially to facilitate the potential phasing of construction documentation and/or construction of improvements within the Auto Mall and around the edges of the Auto Mall.

### **Basic Auto Mall Streetscape Improvements**

1. These documents will include improvements within the public right of way, except for those areas described separately in the following three sub-sections. We segregate the documents by area to facilitate the City's consideration of potential phasing of documents to meet current needs and budgets.
2. Hardscape plans which will include staining or texturing of existing concrete paving, decorative paving improvements at median parking areas, paving details, stair and ramp

details as needed, exterior planter wall treatments showing aesthetic details and incorporating structural details, (structural design and calculations will be by others) and minimal adjustment to existing walkways to meet ADA ramping requirements. (Work will not include extensive paving replacement due to cross-slopes exceeding 2%).

3. Coordination, if desired, with new light fixtures with current base locations and incorporation of banner or other advertising elements on lighting poles.
4. Irrigation design will assume a complete redesign of existing systems either in a potable or recycled water system and will be based on 2-3 points of connection to the City water meters. If the irrigation system is based on recycled water, the City and/or landowners will provide all potable water piping locations within the project scope for submittal to County Health Department. (Irrigation design excludes work associated with connecting to each individual property owner's segregated irrigation systems.) The design will adhere to current State of California and Local water use ordinances. Calculations for compliance, where required will be submitted to the governing agencies. Irrigation materials list, notes, supporting details and specifications will be provided.
5. Planting design will assume a complete redesign of ground plane landscaping. Existing trees and an inventory of those trees will be conducted for use in the design. The planting design will accommodate bioswales if required by the Civil Engineer. Plant material will be specified based on appropriateness for the climate, water use and landscape use. Botanical name and common names will be listed in a legend showing quantity and sizing. A materials list, notes, supporting details and specifications will be provided. Plant photos will be submitted for client review and approval prior to documentation.
6. Plans will be created on a complete street system. Work associated with breaking the project into multiple sections for segregated bidding is not included.
7. FHSP will submit landscape and irrigation plans for plan check process and reconcile our drawings based on City or agency comments.

#### **Improvements on private property along 10<sup>th</sup> Street West and Avenue K8**

1. West frontage of 10th Street West and north frontage of Avenue K8 private area setback landscape including major entry way landscape and display areas.
2. Provide hardscape plans and details for special auto display areas.
3. Provide irrigation plans. The design will adhere to current State of California and Local water use ordinances. Calculations for compliance, where required will be submitted to the governing agencies. Irrigation materials list, notes, supporting details and specifications will be provided.
4. Planting design will assume a complete redesign of ground plane landscaping. Existing trees and an inventory of those trees will be conducted for use in the design. The planting design will accommodate bioswales if required by the Civil Engineer. Plant material will be specified based on appropriateness for the climate, water use and landscape use. Botanical name and common names will be listed in a legend showing quantity and sizing. A materials list, notes, supporting details and specifications will be provided. Plant photos will be submitted for client review and approval prior to documentation.

5. FHSP will submit landscape and irrigation plans for plan check process and reconcile our drawings based on City or agency comments.

#### **10th Street West landscaping and irrigation.**

1. Provide landscape plans and details for new landscaped median.
2. Provide irrigation plans. The design will adhere to current State of California and Local water use ordinances. Calculations for compliance, where required will be submitted to the governing agencies. Irrigation materials list, notes, supporting details and specifications will be provided.
3. Planting design will assume ground plane landscaping and trees. Plant material will be specified based on appropriateness for the climate, water use and landscape use. Botanical name and common names will be listed in a legend showing quantity and sizing. A materials list, notes, supporting details and specifications will be provided. Plant photos will be submitted for client review and approval prior to documentation.
4. FHSP will reconcile our drawings and coordinate with all team members.
5. FHSP will submit landscape and irrigation plans for plan check process and reconcile our drawings based on City or agency comments.
6. FHSP will meet one (1) time with design team and City Staff to coordinate plans.

#### **Improvements to Highway 14 within private property easement**

1. Provide irrigation plans. The design will adhere to current State of California and Local water use ordinances. Calculations for compliance, where required will be submitted to the governing agencies. Irrigation materials list, notes, supporting details and specifications will be provided.
2. Planting design will assume a complete redesign of ground plane landscaping. Existing trees and an inventory of those trees will be conducted for use in the design. The planting design will accommodate bioswales if required by the Civil Engineer. Plant material will be specified based on appropriateness for the climate, water use and landscape use. Botanical name and common names will be listed in a legend showing quantity and sizing. A materials list, notes, supporting details and specifications will be provided. Plant photos will be submitted for client review and approval prior to documentation.
3. Coordinate signage and maintenance routes within the private property landscape easement.

#### **Roundabout at Commerce Center Drive and 12<sup>th</sup> Street West**

1. Provide planting plan, incorporating an Auto Mall logo sign. The design will adhere to current State of California and Local water use ordinances. Calculations for compliance, where required will be submitted to the governing agencies. Irrigation materials list, notes, supporting details and specifications will be provided.
2. Provide irrigation plans. The design will adhere to current State of California and Local water use ordinances. Calculations for compliance, where required will be submitted to the governing agencies. Irrigation materials list, notes, supporting details and specifications will be provided.

### **Signage Plans, Specifications and Estimates**

Hunt Design will develop the signage designs from the 2011 conceptual design document, and prepare final design documents and bid packages.

#### **Auto Mall Entry Logo Signs**

1. Meet with the City to review and identify minor refinements to previous design.
2. Provide Design Development services based on previous concept design.
3. Prepare design-intent fabrication/installation documents for three locations.

#### **Freeway Identity Signs**

1. Meet with the City to review previous design concepts.
2. Refine and/or revisit the designs and develop alternate design solutions.
3. Prepare cost estimates of design options.
4. Provide Design Development services for the selected alternative.
5. Prepare design-intent fabrication/installation documents

## EXHIBIT "B"

### TERM, PAYMENT AND TIME FOR COMMENCEMENT AND COMPLETION CLAUSE

#### Term

This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONSULTANT. This Agreement shall continue in full force and effect for a period of three hundred sixty-five (365) calendar days from the effective date of the Agreement (the "Term), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the City and the CONSULTANT may mutually agree in writing to extend the Term of this Agreement.

#### Payment

The City of Lancaster shall reimburse the CONSULTANT for actual costs, including labor costs and employee benefits incurred by the CONSULTANT in performance of the work, in an amount not to exceed \$436,830.00. 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 amount specified above. Any additional work will require a separate Authorization for Consultant Services signed by both parties.

CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the City of itemized invoices. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project, as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due City. The final invoice should be submitted within thirty (30) calendar days after completion of CONSULTANT's work.

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

#### Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than twelve (12) calendar days following issuance of Notice to Proceed. It is anticipated that performance of the work will be completed within three hundred sixty-five (365) calendar days from commencement. In no event shall performance of the work be completed later than four hundred (400) calendar days from commencement without the prior written authorization of the City. If Consultant fails to complete the work in this time period, City may avail itself of any and all remedies provided for in this Agreement.

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David Sargent, President  
Sargent Town Planning, Inc.

## Exhibit "B"

### **Proposed Professional Fees**

We propose professional fees for the tasks outlined above as follows. Please see the spreadsheet on the following page for additional detail.

Task 1: Confirmation of Design.....	\$50,700
Task 2: 30% Documents .....	\$117,650
Task 3: 60%, 90% and Final Documents.....	\$268,480
Total .....	\$436,830