

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this “AGREEMENT”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the “OWNER”), and RBF Consulting, A Company of Michael Baker International (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 G 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: RBF Consulting, A Company of Michael Baker International

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 Utilities & Maintenance Services Manager  
City of Lancaster  
44933 North Fern Avenue  
Lancaster, California 93534

CONSULTANT Mr. Gary L. Warkentin, Senior Vice President  
RBF Consulting, A Company of Michael Baker International  
14725 Alton Parkway  
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 584-14) 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 32 pages
- Second: Request for Proposal (RFP 584-14)
- 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 \$282,404.00. 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. **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:

**Commercial General Liability**

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	

**Commercial Automobile Liability**

Combined Single Limit per Accident for  
Bodily Injury and Property Damage \$10,000,000

**Workers Compensation**

As Required by the State of California Statutory Limits

**Employer's Liability**

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

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

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

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

"CONSULTANT"  
RBF Consulting, A Company of Michael Baker  
International

By: \_\_\_\_\_  
Gary L. Warkentin, Senior Vice 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**

## **SR-138 (SR-14) Avenue G Interchange Scope of Work (11/4/14)**

### **PROJECT DESCRIPTION**

The City of Lancaster's SR-138 (SR-14) Avenue G Interchange Project includes preparation of a scoping document PSR-PDS, Project Report (PR), environmental studies and environmental clearance (PA/ED) and plans, specifications and estimates (PS&E). The City, in cooperation with Caltrans and MTA, intends to modify the geometry and improve capacity of the interchange, with project limits including the interchange foot print and Avenue G between 10<sup>th</sup> Street West and 25<sup>th</sup> Street West and intersection improvements at the intersection of Avenue G and 30<sup>th</sup> Street West.

### **WORK PLAN**

#### **TASK 1.0 PROJECT MANAGEMENT**

##### **Task 1.1 Project Initiation and Planning**

**Purpose:** To provide overall execution and financial management of the project, including the City of Lancaster (City) and Caltrans coordination, coordination with local, state and federal regulatory agencies. This effort will also include tracking progress of the work, administering subcontracts, preparing monthly invoices, and conducting project related meetings. It is assumed that Caltrans will provide Independent Quality Assurance (IQA) oversight during the PSR-PDS process.

**Approach:** Gary Warkentin will provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with the scope of work including tracking, management, and implementation of all project milestones, deliverables, and critical path activities. Gary Warkentin will maintain coordination with other members of the project development team (PDT), regulatory agencies, and stakeholders affected by the project.

A Critical Path Method (CPM) schedule will be prepared to show delivery of intermediate project deliverables including standard review times for City, Caltrans, local and regulatory agencies. As depicted in the milestone schedule, RBF will complete the PSR-PDS within 9 months of Notice to Proceed (NTP). A duration of 3 months is then proposed for final Caltrans review/ approval/ signature of the Final PSR-PDS for a total project duration of 12 months.

A project kick-off meeting will be held soon after contract execution (Notice to Proceed) to review project objectives and requirements, receive initial information from agencies, establish communication plan and protocols, and address other issues as necessary to ensure successful project initiation. Thereafter, meetings that involve the City, Caltrans and local agencies will be conducted regularly, to discuss progress, general project issues, obtain direction, and exchange information. PDT meetings will include the City, County of Los Angeles, and Caltrans personnel to ensure satisfactory progress of work. RBF will attend up to 12 Development Team or City meetings

# EXHIBIT "A"

for the project. RBF design team meetings will be held as necessary to coordinate design activities, review assignments and progress, and identify issues to be resolved.

**Products:** Monthly Project Schedule (Critical Path method [CPM]), Communication Plan, Monthly Progress Reports, Monthly Invoices, and Meeting Agendas and draft/final Minutes that reflect Agency comments.

**Personnel:** Gary Warkentin, Carrie Davis

## Task 1.2 Quality Management Plan

**Purpose:** To ensure that the project is being designed and products developed in accordance with Quality Control and Quality Assurance Procedures and meets the acceptability standards of the City Project Manager and Caltrans District 7.

**Approach:** RBF will develop a Quality Management Plan that meets the standards of professional practice and satisfies requirements of the project scope and schedule, and is consistent with the PDPM. The information provided in the Plan describes the quality procedures that will be implemented for work performed during all phases of development, review, and approval. RBF will implement comprehensive quality control and quality assurance procedures that outline the independent checking procedures to be performed on report preparation, calculations and drawings, ongoing peer reviews, audits, and management systems to maintain product quality, schedule, and budget adherence. The District 7 Quality Control checklists will be used for each task as part of the quality assurance process.

**Products:** RBF will prepare a Quality Management Plan as part of the PSR-PDS. In addition to internal Quality Control Plan Check prints and Internal Quality Control Report Documents, the District 7 Quality Control checklists will be used as part of the quality assurance procedures.

**Personnel:** Mike Chesney, Derek Rapp

## TASK 2.0 DEFINITION OF TRANSPORTATION PROBLEM AND STUDY AREA ASSESSMENT

### Task 2.1 Purpose and Need Statement

**Purpose:** To identify the transportation problems and system deficiencies, establish project need, and identify a range of viable improvement alternatives which would address the problems and deficiencies to establish the project purpose. This task will be accomplished in coordination with the PDT and per Chapter 9 and other applicable sections of the PDPM.

**Approach:** RBF and the PDT will establish the project need and purpose as per Caltrans guidelines in the PDPM and Environmental Documentation requirements. The analysis will summarize the information on capacity and operational deficiencies, congestion levels, future traffic levels of service (LOS), queuing analysis, and accident data provided by Caltrans and others.

**Product:** Project purpose and need statement established for the PSR-PDS.

# EXHIBIT "A"

**Personnel:** Gary Warkentin, Carrie Davis, Derek Rapp

## Task 2.2 Data Collection

**Purpose:** To collect existing as-built plans, utility plans, documents, accident data, existing traffic and design studies, right of way, environmental and other information pertinent to this proposed project.

**Approach:** RBF has existing interchange as-built plans. P&S will obtain utility plans from utility companies and perform field investigation of utilities. The Transportation Concept Report, Route Concept Report (TCR/RCR), Corridor System Management Plan (CSMP), Regional Transportation Plan (RTP), Congestion Management Program (CMP), 10-Year SHOPP, the State Implementation Plan, local plans, other reports and studies will be obtained and reviewed. Appropriate information from these reports will serve to document the need and scope of the project.

**Products:** Data and information utilized in the preparation of the PSR-PDS.

**Personnel:** Carrie Davis, Patty McNab, Steve Friesen

## Task 2.3 Surveys/Base Mapping/Utility Search

**Purpose:** To collect survey data, supplement existing Caltrans mapping, and utility information necessary to develop base plans, including horizontal and vertical alignments that will be utilized in the presentation of alternatives appropriate for the development of PSR-PDS level engineering plans.

**Approach:** To adequately prepare a PSR-PDS, it is essential to obtain the best available and most current maps and plans, including right of way maps and as-built plans. RBF will utilize existing, commercially available aerial photographic mapping (May 2013) with 12-inch pixel resolution that RBF has in-house. This will allow RBF to immediately prepare base maps to illustrate freeway improvements concepts. The quality and accuracy of this existing mapping is suitable for preparation of a PSR-PDS at a scale of up to 1"=100'.

**Product:** Base Mapping. RBF will produce cut sheets and strip maps for group meetings and presentations.

**Personnel:** Carrie Davis, Patty McNab

## TASK 3.0 DEVELOPMENT OF INITIAL ALTERNATIVES

### Task 3.1 Alternatives Development

**Purpose:** To develop build alternatives (up to five) for the interchange improvements.

**Product:** A set of up to five build alternatives which address the future capacity needs of the project study area. David Sargent will assist with corridor vision and incorporation of Context Sensitive Solutions per Caltrans guidelines and city vision and develop a set or alternatives which

## EXHIBIT "A"

address opportunities in the project study area. The PDT will evaluate benefits and impacts of the proposed improvements for each alternative.

**Personnel:** Gary Warkentin, Carrie Davis, Patty McNab

### Task 3.2 Geometric Development

**Purpose:** To develop schematics/layout plans, select profiles, utility plans, and typical structural cross-sections for each alternative developed in Task 3.1. Per the updated PSR-PDS guidance, schematics/layouts plans are required for the PSR-PDS report. Other pertinent information such as profiles, utility plans, and typical structural cross-sections will be included in the project files.

**Approach:** Schematics/layout plans, select profiles, utility plans, and typical cross-sections (schematic geometric plans) will reflect proposed lane, shoulder, buffer, and right-of-way widths for each alternative. RBF will identify early potential constraints, allowing the development of alternatives that will avoid or minimize negative environmental impacts. Cost effectiveness and right-of-way impacts will also play significant roles in the geometric development process. Schematic/layout plans will reflect structure, interchange, and ramp modifications needed to accommodate the proposed widening, auxiliary lanes, Avenue G widening concepts, and Avenue G/30<sup>th</sup> Street West intersection improvements. RBF will work with to obtain HQ Design and Reviewer comments of geometric plans of the proposed alternatives. Review comments from plan submittals will be incorporated as appropriate. All Mandatory and Advisory Highway Design Manual (HDM) design exceptions and California Manual of Uniform Traffic Control Devices (MUTCD) exceptions will be documented in the PSR-PDS by location.

**Products:** Schematics/layout plans to be included as an attachment to the PSR-PDS document. Select profiles, utility plans, and typical cross sections will be included in the project files. HDM Advisory and Mandatory design exception(s) will be identified for each alternative in the PSR-PDS document.

**Personnel:** Gary Warkentin, Carrie Davis, Patty McNab, Dereck Rapp

## TASK 4.0 ANALYSIS OF ALTERNATIVES

### Task 4.1 Traffic Engineering Performance Assessment (TEPA)

**Purpose:** To document existing traffic conditions as well as future traffic conditions (2035) resulting from this specific project and its alternatives. The TEPA will be used to determine the scope and magnitude of the Traffic Analysis Study/Report that will be performed during the Project Approval/Environmental Document (PA/ED) phase.

**Approach:** The approach is consistent with Caltrans' guidelines for traffic impact analysis to be conducted for PSR-PDS. The following will be conducted:

- a. Traffic Volume Forecasts



## EXHIBIT "A"

- Iteris will utilize existing and forecast traffic volumes provided by City's consultant (Fehr and Peers). It is assumed that forecast volumes will be provided for each build alternative by Fehr and Peers.

### b. Traffic Analysis Scenarios

- Documentation of traffic impact analysis for the existing and year 2035 Baseline ("No Build") and up to five build alternatives will be conducted.

### c. Intersection Capacity Analysis

- Intersection Capacity Analysis will be performed using the HCM Methodology at intersections. All new/modified ramps for each leg of the intersection and impacted street intersections will be analyzed. Ramp queuing analysis and delay analysis between intersections will be performed using the most recent version of SYNCHRO. Sidra analysis will be conducted for roundabout alternatives.

### d. Freeway Capacity Analysis

- For the "No Build" scenario and build alternatives, the freeway LOS will be conducted. Mainline and ramp performance analysis will be conducted using the appropriate HCM methodology to determine the LOS. The merge-diverge will be conducted using methodologies in Caltrans Highway Design Manual.

### e. Impacts and Mitigation

- Any traffic operational deficiencies identified based on the analysis above will be noted and measures to mitigate adverse impacts will be identified and incorporated, as appropriate.

### f. Documentation of Traffic Engineering Performance Assessment (TEPA)

- The TEPA will be documented in a separate technical memorandum to be included as an appendix to the PSR-PDS. Appropriate information from the technical memorandum will be integrated in the PSR-PDS document.

g. Iteris will conduct an accident analysis at the interchange based on Caltrans Table B data provided by Caltrans.

**Product:** TEPA Report to be included in the Project Files.

**Personnel:** Viggen Davidian, Deepak Kaushik

## Task 4.2 Right-of-Way

**Purpose:** To identify right-of-way, utilities, and railroad impacts for each alternative using the Conceptual Cost Estimate Request - Right-of-Way Component.

## EXHIBIT "A"

**Approach:** Based on the preliminary geometric plans, right-of-way impacts will be documented for each alternative for review and approval by the City and Caltrans. Potentially impacted areas will be reviewed to assess the likely degree of impact (full or partial take, severance, relocation, temporary and permanent easement, etc.). OPC will provide valuations for potential right-of-way acquisitions. Preparation of Right-of-Way Data Sheets will occur during the PA/ED Phase of the project. Right-of-way delineation will be based on record information.

**Products:** Right-of-Way Delineation on Schematic/Layout Plans and Right-of-Way Component (including right-of-way and utility relocation costs) for each individual alternative included in the PSR-PDS.

**Personnel:** Mark La Bonte

### Task 4.3 Drainage

**Purpose:** To identify drainage impacts including the relocation or realignment of adjacent channels and storm drains, and determine the drainage improvements for on-site and any off-site impacts. This will be identified in coordination with Water Quality Best Management Practices (BMPs) and is required for the various alternatives. Impacts to off-site drainages will be identified in order of magnitude and the costs estimated accordingly. NPDES requirements may require onsite treatment of drainage flows. BMPs and on-site treatment will need to be identified for the project.

**Approach:** Freeway, County and City drainage systems will be reviewed and the impacts of the proposed alternatives on these facilities will be studied. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices will be reflected in the cost estimates. Detailed hydraulic/hydrologic calculations are outside the scope of this PSR-PDS preparation process. Permits for design, construction and operation of drainage facilities will be identified.

**Product:** Identification of major drainage impacts on schematic/layout plans, and inclusion of drainage improvements and anticipated permits will be included in the PSR-PDS discussion and included in the cost estimates.

**Personnel:** Autumn Glaeser, Tom Rowe

### Task 4.4 Preliminary Structural Study

**Purpose:** To prepare a Preliminary Structural Study for proposed structure widening and replacement for the alternatives to be carried forth in the PSR-PDS. This analysis will be the basis for a preliminary cost estimate and include an analysis of construction feasibility for proposed structure modifications and replacements. Temporary structure(s) for traffic staging will also be included in the study if required. Guidelines set forth in the current PSR-PDS Guidelines and the Office of Special Funded Projects (OSFP) Information and Procedures Guide for Advance Planning Studies will be used as a tool for developing the scope of this PDS level structural analysis. RBF will

## EXHIBIT "A"

be responsible for developing preliminary feasible structure alternatives and costs appropriate for the specific location. RBF will coordinate project and structure alternatives and associated estimates to arrive at the best project solution.

**Approach:** The Preliminary Structural Study will evaluate the impacts of each alternative on each affected structure and seismic impacts. Replacement of any bridge structure is not anticipated. The analysis will include identification of the following:

- Structure lengths, widths and types
- Span lengths
- Roadway widths
- Vertical and horizontal clearances
- Structure depths
- Bridge removal (if required)

**Products:** Identification of the impacts of each alternative on structures, and preliminary cost estimates for structure modifications, temporary structures, (if any) and replacements (if any). The Consultant Prepared Advance Planning Studies Checklist will be used as a guideline, to the level appropriate for a PSR-PDS and new guidance, for completion of the Preliminary Structural Study. No Advance Planning Study or structural general plans will be prepared for this PSR-PDS as it is not required by Caltrans PSR-PDS Guidelines.

**Personnel:** Brad Mielke

### Task 4.5 Cost Estimates

**Purpose:** To prepare preliminary construction cost estimates for the build alternatives to be presented in the PSR-PDS.

**Approach:** Based on the plans developed, the Preliminary Structural Study, utility impacts and the information obtained from the other tasks, RBF will prepare preliminary support and construction cost estimates. The project estimates will utilize the Caltrans District 7 PSR-PDS format, for each "build" alternative, and the PDPM guidelines for PSR-PDS.

**Products:** Cost Estimates and backup information.

**Personnel:** Carrie Davis, Patty McNab

### Task 4.6 Construction Staging/Traffic Handling Concepts

**Purpose:** To identify construction staging/traffic handling issues. RBF will develop an initial stage construction concept for the PSR-PDS. The staging concept narrative will be used to identify a conceptual scope of the Transportation Management Plan (TMP) sufficient to develop project cost estimates.

**Approach:** RBF will identify construction staging/traffic handling issues sufficient to verify constructability and feasibility of traffic handling for each alternative. Development of a

## EXHIBIT "A"

Construction Staging/Traffic Handling/Traffic Management Plan will be deferred to the PA/ED stage of project development.

**Products:** RBF will develop an initial stage construction concept for the PSR-PDS in a narrative format.

**Personnel:** Carrie Davis

### Task 4.7 Mandatory and Advisory Design Exceptions

**Purpose:** To document non-standard features within each proposed alternative.

**Approach** It may be necessary to consider non-standard features at certain locations to avoid/minimize impacts to environmentally sensitive areas, reduce right-of-way acquisitions and/or to minimize expensive structure reconstruction. In proposed improvement areas, there are existing conditions that do not meet minimum design standards. All exceptions will be documented in the PSR-PDS.

**Products:** Documentation in the PSR-PDS of advisory and mandatory design exceptions will be included for each alternative by location. No Advisory and Mandatory design exceptions fact sheets will be prepared. All nonstandard designs will be identified and discussed in the PSR-PDS per Caltrans Guidelines.

**Personnel:** Carrie Davis, Patty McNab

### Task 4.8 Risk Assessment

**Purpose:** To identify the risk, define the probability, define the severity, identify who or what the risk will impact, and identify the ownership of the risk of the project.

**Approach:** RBF will develop a written plan that enables the team to identify, assess, quantify, prepare a response to, monitor, and control support and capital project risks. RBF will refer to the Project Risk Management Handbook and use the Risk Register template when completing the plan.

**Products:** RBF will prepare the Risk Register report for documentation in the PSR-PDS.

**Personnel:** Gary Warkentin, Carrie Davis, Alan Ashimine

## TASK 5.0 ENVIRONMENTAL ASSESSMENT

### Task 5.1 Mini-Preliminary Environmental Analysis Report (PEAR)

**Purpose:** To prepare a Mini-Preliminary Environmental Analysis Report (PEAR) including impacts described for each alternative. The data will be used as environmental support for the preparation of the PSR-PDS and scoping the appropriate type of environmental document for the PA/ED Phase.

## EXHIBIT "A"

**Approach:** Caltrans requires preparation of a Preliminary Environmental Analysis Report (PEAR) for any project affecting the State Highway System (SHS). As such, RBF will prepare a Mini-PEAR in accordance with Caltrans requirements. The PEAR represents a key factor in the project's CEQA clearance, and will require consistency and compliance with Caltrans' Environmental Handbook which provides the guidance for the development and processing of environmental documentation. The PEAR generally summarizes specific environmental issues that may affect project approval, programming, scheduling, design considerations, and project costs.

Environmental issues that may require further detailed study or that may delay or affect the viability of the proposed project will also be identified. The most appropriate Environmental Document (ED), processing procedures, and schedule will also be identified. The resultant PEAR will become the work scope for the required environmental compliance documentation. Additional technical analyses may be required as documented in the PEAR, and/or may be satisfied through technical memorandums or screening level analyses (as determined appropriate by Caltrans Staff. RBF will respond to two sets of comments from the City and Caltrans prior to approval of the PEAR. Technical studies will be conducted in the PA/ED phase of the project.

**Product:** RBF will prepare a Mini-PEAR for incorporation in the PSR-PDS.

**Personnel:** Alan Ashimine, Eddie Torres, Richard Beck

### Task 5.2 Water Quality Compliance

**Purpose:** To develop a PSR-PDS Storm Water Data Report (SWDR) identifying any significant impacts to the project alternatives, right-of-way needs, and project costs due to the need to incorporate Best Management Practices (BMPs).

**Approach:** The PSR-PDS SWDR will summarize the storm water quality issues of the project and each alternative in compliance with the Caltrans statewide NPDES. The PSR-PDS SWDR will include the minimum information necessary for a stormwater analysis listed in Chapter 5, Article 3 of the latest PSR-PDS guidelines. It is expected that the level of detail for a PSR-PDS SWDR will be less than the typical Project Study Report SWDR. RBF will consult with District Staff prior to the preparation of the SWDR. A more detailed SWDR will be performed during the PA/ED stage.

**Product:** RBF will prepare a PSR-PDS SWDR for incorporation in the PSR-PDS.

**Personnel:** Autumn Glaeser, Tom Rowe

### TASK 6.0 PSR-PDS PREPARATION

#### Task 6.1 Administrative PSR-PDS

**Purpose:** To develop an administrative PSR-PDS establishing a purpose and need statement, detailed scope, schedule, and estimated cost of alternatives to improve the SR-138/Avenue G interchange and pedestrian and bicycle mobility. The PSR-PDS will include a qualitative analyses

## EXHIBIT "A"

on constructability reviews and life cycle costs. The document will also include a tabulation of estimated project support costs and capital cost by project phase and fiscal year.

**Approach:** The PSR-PDS will conform to the requirements of the Caltrans latest version of the PDPM and District 12 guidelines. Caltrans will require 60 working days for their first review and 30 working days for their second review. Comments will be provided to RBF and RBF will tabulate comments from the various functional units and will respond in matrix form on how each component was addressed.

**Product:** Administrative PSR-PDS to be submitted the City for review and comments. RBF will provide 10 copies to Caltrans for functional review and comments.

**Personnel:** Carrie Davis, Patty McNab, Gary Warkentin, Derek Rapp

### Task 6.2 Final PSR-PDS

**Purpose:** Document analysis and recommendations for programming the subsequent PA/ED phase of project development.

**Approach:** Comments on the Draft PSR-PDS will be addressed to produce a Final PSR-PDS. The PSR-PDS will conform to the requirements of the Caltrans latest version of the PDPM and District 7 guidelines.

**Products:** Approved PSR-PDS and associated supporting studies. 10 hard bound copies will be provided to Caltrans Advance Planning/Project Studies Branch at final submittal. The electronic files will be provided to City and Caltrans in microstation and Microsoft Word formats. Final PSR-PDS document and attachments will be provided in a pdf format.

**Personnel:** Carrie Davis, Patty McNab, Gary Warkentin

EXHIBIT "A"



**QA/QC MANAGERS**

*Engineering*  
**Mike Chesney, PE**  
**Derek Rapp, PE (1)**

**PROJECT MANAGER**

**Gary Warkentin**

**PROJECT PRINCIPAL**

**Steve Huff, PE**

**PROJECT ENGINEER**

**Carrie Davis, PE**

**PUBLIC INFORMATION OFFICER**

**Susan Harden, AICP, LEED AP**

**ENVIRONMENTAL MANAGER**

**Glenn Lajoie, AICP**

**TRAFFIC ENGINEER**

**Derek Rapp, TE (1)**

**PSR PHASE**

<i>Traffic Analysis</i> <b>Viggen Davidian, TE (2)</b>	<i>Geotechnical</i> <b>Lino Cheang, PE, GE (4)</b>
<i>Preliminary Design</i> <b>Patty McNab</b> <b>Derek Rapp, PE (1)</b>	<i>Environmental</i> <b>Alan Ashimine</b> <b>Sherrie Gust, RPA (3)</b>
<i>Structural (Bridge)</i> <b>Brad Mielke, PE, SE</b>	<i>Regulatory/Permitting</i> <b>Richard Beck, PWS, CPESC, CEP</b>
<i>Right-of-Way</i> <b>Madelia Rivera (5)</b>	<i>Drainage/Water Quality</i> <b>Anna Lantin, PE</b> <b>Autumn Glaeser, PE (1)</b> <b>Tom Rowe, PE, LEED AP (1)</b>
<i>Utility Coordination</i> <b>Tom Rowe, PE, LEED AP (1)</b>	<i>Right-of-Way/Survey</i> <b>Mark La Bonte, SR/WA (5)</b>
<i>Corridor Concept</i> <b>David Sargent (6)</b>	

**PA/ED PHASE**

<i>Traffic Analysis</i> <b>Deepak Kaushik, PE (2)</b>	<i>Geotechnical</i> <b>Lino Cheang, PE, GE (4)</b>
<i>Preliminary Engineering</i> <b>Derek Rapp, PE (1)</b> <b>Patty McNab</b>	<i>Environmental</i> <b>Kevin Thomas, CEP</b> <b>Thomas McGill, PhD</b> <b>Alan Ashimine</b> <b>Kristen Bogue, CEI</b> <b>Eddie Torres, INCE</b> <b>Sherrie Gust, RPA (3)</b>
<i>Structural (Bridge)</i> <b>Brad Mielke, PE, SE</b>	<i>Regulatory/Permitting</i> <b>Richard Beck, PWS, CPESC, CEP</b>
<i>Right-of-Way/Survey</i> <b>Mark La Bonte, SR/WA (5)</b> <b>Matt Vernon, PE</b>	<i>Drainage/Water Quality</i> <b>Anna Lantin, PE, CPESC, CPSWQ</b> <b>John McCarthy, PE, CFM</b> <b>Tom Rowe, PE, LEED AP (1)</b>
<i>Landscape Architecture</i> <b>Cathy Johnson, PLA, CPESC</b>	
<i>Outreach</i> <b>Jenna Tourje</b>	
<i>Utility Coordination</i> <b>Steve Friesen (1)</b>	

**PS&E PHASE**

<i>Final Engineering</i> <b>Trisha Keith, PE</b> <b>Carlos Ortiz, PE, TE, PTOE</b>	<i>Geotechnical</i> <b>Lino Cheang, PE, GE (4)</b>
<i>Structural (Bridge)</i> <b>Brad Mielke, PE, SE</b>	<i>Drainage/Water Quality</i> <b>Brad Losey, PE</b> <b>Anna Lantin, PE, CPESC, CPSWQ</b> <b>John McCarthy, PE, CFM</b> <b>Tom Rowe, PE, LEED AP (1)</b>
<i>Right-of-Way/Survey</i> <b>Mark La Bonte, SR/WA (5)</b> <b>Matt Vernon, PE</b>	<i>Regulatory/Permitting</i> <b>Richard Beck, PWS, CPESC, CEP</b>
<i>Landscape Architecture</i> <b>Cathy Johnson, PLA, CPESC</b>	
<i>Utility Coordination</i> <b>Tom Rowe, PE, LEED AP (1)</b>	

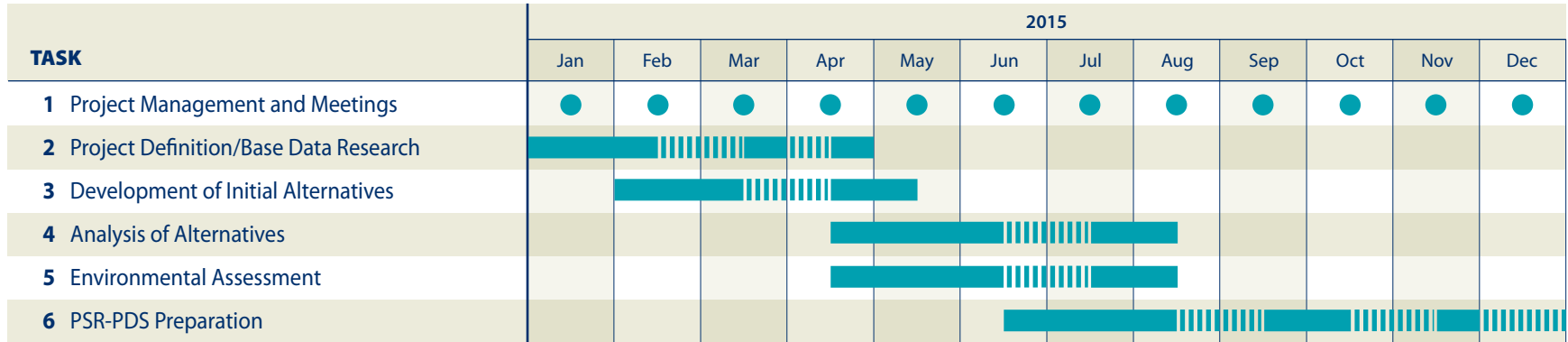
Denotes "Key Personnel"  
 (Per Request for Proposal)

**Sub-Consultants:**

- (1) Penfield & Smith Engineers, Inc.
- (2) Iteris, Inc.
- (3) Cogstone Resource Management
- (4) Earth Mechanics, Inc.
- (5) Overland, Pacific & Cutler, Inc.
- (6) Sargent Town Planning

# EXHIBIT "A"

## SR-138 / Avenue G PSR-PDS



RBF
  Agency Review



## 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 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.

#### Payment

The City of Lancaster shall reimburse the CONSULTANT for actual costs, including travel expenses, labor costs and employee benefits incurred by the CONSULTANT in performance of the work, in an amount not to exceed \$282,404.00. 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 forty-five (45) calendar days after completion of CONSULTANT's work.

#### Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than seven (7) calendar days following issuance of Notice to Proceed. It is anticipated that performance of the work will be completed within one (1) year from commencement. In no event shall performance of the work be completed later than **January 31, 2016** 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.

---

Gary L. Warkentin, Senior Vice President  
RBF Consulting, A Company of Michael Baker  
International

**EXHIBIT "B"**  
**SR-138/Avenue G Interchange PSR- PDS**  
**Task / Hour Summary**

November 4, 2014

TASK	Gary Warkentin/ Glenn Lajoie	Carrie Davis	Alan Ashimine	Project Engineer/ Planner	Designer/ Planner	TOTAL RBF	Penfield & Smith	Iteris	OPC	Subconsultant Total	Total Hours	Total Cost
	\$275.00	\$185.00	\$185.00	\$152.00	\$122.00		\$145.80	\$134.35	\$123.75			
<b>TASK 1.0 - PROJECT MANAGEMENT</b>												
1.1 Project Initiation and Planning	48	48				96	16			16	112	\$24,413
1.2 Quality Management Plan	2	2	2	24		30	28			28	58	\$9,020
<b>Subtotal Task 1 (Hours)</b>	<b>50</b>	<b>50</b>	<b>2</b>	<b>24</b>		<b>126</b>	<b>44</b>			<b>44</b>	<b>170</b>	
<b>(Cost)</b>	<b>\$13,750</b>	<b>\$9,250</b>	<b>\$370</b>	<b>\$3,648</b>		<b>\$27,018</b>	<b>\$6,415</b>			<b>\$6,415</b>		<b>\$33,433</b>
<b>TASK 2.0 - DEFINITION OF TRANSPORTATION PROBLEM AND STUDY AREA ASSESSMENT</b>												
2.1 Purpose and Need Statement	4	4	4			12					12	\$2,580
2.2 Data Collection		4		8	40	52					52	\$6,836
2.3 Surveys/Base Mapping/Utility Search		4			40	44	44			44	88	\$12,035
<b>Subtotal Task 2 (Hours)</b>	<b>4</b>	<b>12</b>	<b>4</b>	<b>8</b>	<b>80</b>	<b>108</b>	<b>44</b>			<b>44</b>	<b>152</b>	
<b>(Cost)</b>	<b>\$1,100</b>	<b>\$2,220</b>	<b>\$740</b>	<b>\$1,216</b>	<b>\$9,760</b>	<b>\$15,036</b>	<b>\$6,415</b>			<b>\$6,415</b>		<b>\$21,451</b>
<b>TASK 3.0 DEVELOPMENT OF INITIAL ALTERNATIVES</b>												
3.1 Alternatives Development (preliminary evaluation of 5 alternative	10	20		40	80	150	40			40	190	\$28,122
3.2 Geometry Development	10	20		80	120	230	80			80	310	\$44,914
<b>Subtotal Task 3 (Hours)</b>	<b>20</b>	<b>40</b>		<b>120</b>	<b>200</b>	<b>380</b>	<b>120</b>			<b>120</b>	<b>500</b>	
<b>(Cost)</b>	<b>\$5,500</b>	<b>\$7,400</b>		<b>\$18,240</b>	<b>\$24,400</b>	<b>\$55,540</b>	<b>\$17,496</b>			<b>\$17,496</b>		<b>\$73,036</b>
<b>TASK 4.0 ANALYSIS OF ALTERNATIVES</b>												
4.1 Traffic Engineering Performance Assessment (TEPA)		8				8		186		186	194	\$26,469
4.2 Right-of-Way		4		8		12			40	40	52	\$6,906
4.3 Drainage							104			104	104	\$15,163
4.4 Preliminary Structural Study	16			90	40	146					146	\$22,960
4.5 Cost Estimates		10		20	40	70	32			32	102	\$14,436
4.6 Construction Staging/Traffic Handling Concepts				16		16					16	\$2,432
4.7 Mandatory and Advisory Design Exceptions		8		40		48					48	\$7,560
4.8 Risk Assessment	4	12	12			28					28	\$5,540
<b>Subtotal Task 4 (Hours)</b>	<b>20</b>	<b>42</b>	<b>12</b>	<b>174</b>	<b>80</b>	<b>328</b>	<b>136</b>	<b>186</b>	<b>40</b>	<b>362</b>	<b>690</b>	
<b>(Cost)</b>	<b>\$5,500</b>	<b>\$7,770</b>	<b>\$2,220</b>	<b>\$26,448</b>	<b>\$9,760</b>	<b>\$51,698</b>	<b>\$19,829</b>	<b>\$24,989</b>	<b>\$4,950</b>	<b>\$49,768</b>		<b>\$101,466</b>
<b>TASK 5.0 - ENVIRONMENTAL ASSESSMENT</b>												
5.1 Preliminary Environmental Analysis Report	2		16	24	50	92					92	\$13,258
5.2 Water Quality Compliance (SWDR)							66			66	66	\$9,623
<b>Subtotal Task 5 (Hours)</b>	<b>2</b>		<b>16</b>	<b>24</b>	<b>50</b>	<b>92</b>	<b>66</b>			<b>66</b>	<b>158</b>	
<b>(Cost)</b>	<b>\$550</b>		<b>\$2,960</b>	<b>\$3,648</b>	<b>\$6,100</b>	<b>\$13,258</b>	<b>\$9,623</b>			<b>\$9,623</b>		<b>\$22,881</b>
<b>TASK 6.0 - PSR/PDS PREPARATION</b>												
6.1 Administrative PSR/PDS	4	24		40	40	108					108	\$16,500
6.2 Final PSR/PDS	2	12		20	20	54					54	\$8,250
<b>Subtotal Task 6 (Hours)</b>	<b>6</b>	<b>36</b>		<b>60</b>	<b>60</b>	<b>162</b>					<b>162</b>	
<b>(Cost)</b>	<b>\$1,650</b>	<b>\$6,660</b>		<b>\$9,120</b>	<b>\$7,320</b>	<b>\$24,750</b>						<b>\$24,750</b>
<b>Total of 1.0 to 6.0 (Hours)</b>	<b>102</b>	<b>180</b>	<b>34</b>	<b>410</b>	<b>470</b>	<b>1,196</b>	<b>410</b>	<b>186</b>	<b>40</b>	<b>636</b>	<b>1,832</b>	<b>\$277,017</b>
Mileage (12 trips at 250 miles/each)						\$1,650						\$1,650
Other Direct Cost Budget (Cost)						\$3,000	\$587	\$150		\$737		\$3,737
<b>TOTAL COST</b>	<b>\$28,050</b>	<b>\$33,300</b>	<b>\$6,290</b>	<b>\$62,320</b>	<b>\$57,340</b>	<b>\$187,300</b>	<b>\$60,365</b>	<b>\$25,139</b>	<b>\$4,950</b>	<b>\$90,454</b>		<b>\$282,404</b>

# Michael Baker

## INTERNATIONAL

RBF Consulting, a Michael Baker International Company

### EXHIBIT "B"

#### HOURLY RATE SCHEDULE

Effective January 2014 through December 2014

<b>OFFICE PERSONNEL</b>	<b>\$/ Hr.</b>
Senior Principal.....	\$275.00
Principal.....	250.00
Project Director.....	225.00
Program Manager.....	215.00
Senior Project Manager.....	200.00
Project Manager.....	195.00
Structural Engineer.....	195.00
Technical Manager.....	185.00
Senior Engineer.....	168.00
Senior Planner.....	168.00
Electrical Engineer.....	168.00
Landscape Architect.....	154.00
Senior GIS Analyst.....	154.00
Project Engineer.....	152.00
Project Planner.....	152.00
Survey Crew Support Manager.....	149.00
Environmental Specialist.....	142.00
Design Engineer/Senior Designer/Mapper.....	139.00
GIS Analyst.....	126.00
Designer/Planner.....	122.00
Project Coordinator.....	113.00
Graphic Artist.....	100.00
Environmental Analyst/Staff Planner.....	100.00
Design Technician.....	100.00
Assistant Engineer/Planner.....	96.00
Permit Processor.....	85.00
Engineering Aid/Planning Aid.....	77.00
Office Support/ Clerical.....	65.00
<b>SURVEY PERSONNEL</b>	
2-Person Survey Crew.....	\$250.00
1-Person Survey Crew.....	165.00
Licensed Surveyor.....	185.00
Field Supervisor.....	175.00
<b>CONSTRUCTION MANAGEMENT PERSONNEL</b>	
Principal Construction Manager.....	\$220.00
Construction Manager.....	195.00
Contract Manager.....	170.00
Resident Engineer.....	165.00
Construction Inspector (Prevailing Wage).....	140.00
Construction Inspector (Non-Prevailing Wage).....	120.00
Field Office Engineer.....	115.00
Construction Technician.....	97.00

Note:

Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 15%. A Sub-consultant Management Fee of fifteen-percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance. Vehicle mileage will be charged as an additional cost at the IRS approved rate.

**PROJECT COST ESTIMATE (WITH PREVAILING WAGES)**

Project No.: 20956.04  
 Description: Avenue G / SR 138 Improvements  
 Client: City of Lancaster  
 Date: October 3, 2014  
 File Name: \*

Prepared by: DBR  
 Office: 4  
 Billing Type: T&M

**EXHIBIT "B"**

PENFIELD & SMITH  
 42225 10th Street West, Suite 119  
 Lancaster, CA 93534  
 (661) 949-6676

Prevailing Wages (y/n): Y

TASK	Hours													TOTAL HOURS	LABOR COST			
	Principal Engineer	Senior I Engineer	Assist Engineer	Tech Support														
1.1 Meetings	12	4															16	2920
1.2 Quality Management	20	8															28	5080
2.3 Utilities Research	4		24	16													44	4960
3.1 Alternatives Development (Avenue G)	8		32														40	5520
3.2 Geometry Development (Avenue G)	8	32	40														80	11640
4.2 Water Quality (SWDR)	2	56		8													66	9940
4.5 Drainage	8	40	56														104	14920
4.7 Cost Estimate (Avenue G)	8	8	16														32	4800
TOTALS	70	148	168	24	-	-	-	-	-	-	-	-	-	-	-	-	410	59780
Classification	\$/hr	Classification	\$/hr	Expenses		Cost	Billing Factor	Reimbursables		Consultant								
12	Principal Engineer	190.00		Soils Report		*	1.15			0								
10	Senior I Engineer	160.00		Geologic Report		*	1.15			0								
8	Assistant Engineer	125.00		Title Report		*	1.15			0								
42	Technical Support	75.00		Construction Staking		*	1.15			0								
				Blueprints		360	1.15	414										
				Travel			1.15	0										
				Mail		*	1.15	0										
				Telephone/Facsimile		*	1.15	0										
				Photocopies		150	1.15	172.5										
				Photographs		*	1.15	0										
Average Rate:		145.805						\$587		\$0								
<b>Grand Total =</b>																	<b>\$60,367</b>	



**EXHIBIT "B"**  
**STANDARD FEE SCHEDULE**

<b>STAFF LEVEL</b>	<b>HOURLY RATE</b>
Senior Vice President / Vice President / Principal / Director	\$ 180 - 270
Associate Principal / Associate Vice President	\$ 150 - 250
Senior Systems Engineer / Senior Transportation Engineer	\$ 130 - 245
Senior Software Engineer / Senior Modeler / Senior Software Developer	\$ 120 - 235
Senior Transportation Planner / Senior Analytics Consultant	\$ 120 - 225
Chief Scientist / Chief Technical Officer / ITS Designer	\$ 120 - 225
Senior Meteorologist / Senior Program Manager / Senior Analyst	\$ 120 - 210
Transportation Engineer/ Transportation Planner / Systems Engineer	\$ 105 - 160
Program Manager / Scientist / Technician	\$ 100 - 160
Software Engineer / Application Technician / Software Developer	\$ 90 - 140
Associate Transportation Engineer/ Associate Transportation Planner	\$ 85 - 135
Assistant Transportation Engineer/ Assistant Transportation Planner	\$ 85 - 125
Project Administration / Senior Administration / Analytics Consultant	\$ 85 - 125
Systems Integrator / Applications Developer	\$ 80 - 105
Technical Support/ Graphics Support / Editing / Applications Developer	\$ 45 - 105
Administrative Support / Forecast Meteorologist / Road Weather Specialist	\$ 45 - 100

**Standard Terms and Conditions**

- Categories and Rates listed are for estimating purposes. Billings will be monthly at the individual Categories and Rates for the persons actually performing the work during the performance period and are subject to annual adjustment.
- Expenses will be billed at cost plus 10 percent for service and handling. Expenses include project-related costs, such as subcontractor services, traffic counts, postage/delivery service, reproduction, transportation, and subsistence.

*Effective through March 27, 2015.*

# EXHIBIT "B"

## ITERIS PROJECT COST ESTIMATE WORKSHEET

JOB NAME SR-138 Avenue G interchange

Date 10/03/14

PREPARED BY SRP

Expenses	<b>\$150</b>
Labor	<b>\$24,990</b>
<b>Total Cost</b>	<b>\$25,140</b>

TASK	Task Description & Specific Work to be Performed	Person hours required by Category						Labor Hours	Expns.	Staff Costs
		Principal	SR	ASSOC	TECH	Cler	Other			
	TOAR/TEPA	16	40	80	50			186		\$24,990
<b>TOTAL HOURS</b>		16	40	80	50	0	0	186	\$0	\$24,990

Job Estimate Summary										
		Rate	Total	Mileage	200	@	\$ 0.50	\$100		
Principa	16 hours @	\$240	\$3,840	Rental car	0	@	\$ 75	\$0		
SR	40 hours @	\$160	\$6,400	Taxi	0	@	\$ 45	\$0		
ASSOC	80 hours @	\$125	\$10,000	Temp Staff	0	people @	\$ 200	\$0		
TECH	50 hours @	\$95	\$4,750	Airfare	0	trips @	\$ 200	\$0		
Cler	0 hours @	\$80	\$0	Hotel	0	nights @	\$ 85	\$0		
Other	0 hours @	\$36	\$0	Subconsultant	0	@	\$ 100	\$0		
				Subsistence	0	@	\$ 40	\$0		
Total	186		\$24,990	Reproduction				\$0		
				Computer		0		\$0		
				Int counts	0	@	\$ 250	\$0		
				Tube counts	0	@	\$ 200	\$0		
				Post/Fax/Messngr				\$50		
Billings to be monthly based on attached fee schedule				Subtotal Exp				\$150		
Billings are based on actual staff rates				Subtotal Labor				\$24,990		
				0 % Contingency				\$0		
				Total Labor				\$24,990		
				<b>Total Cost Estimate</b>				<b>\$25,140</b>		

## EXHIBIT "B"

### Scope of Services / Work Plan

---

#### Right of Way Cost Estimate/Caltrans Data Sheet

The Scope of Work necessary to complete a preliminary right of way cost estimate, as well as Caltrans Right of Way Data Sheets sufficient for inclusion in the Project Study Report (PSR), as required by the Caltrans Right of Way Manual, is as follows:

1. Take an inventory of the affected properties.
2. Secure preliminary parcel information from online database sources and investigate current ownerships. Utilizing this information and Assessor's Roll information, determine other valuation considerations such as zoning, lot and building size, current usage, and other relevant factors.
3. Visually inspect each property (aerial and street-level views) and note the effects of all proposed acquisitions.
4. Sort each property into product types to determine the set of real estate data to be researched and create valuation data sets for each product type.
5. Prepare an estimate of the probable cost of each partial acquisition, as well as permanent and temporary easement interests, including (for partial acquisitions) damages to the remaining parcel, using created data sets from various real estate value databases.
6. Prepare an estimate of the inspection and demolition costs (if applicable) associated with delivering each cleared site.
7. Prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation consultants, title/escrow, legal services, etc.).
8. Prepare the latest Caltrans Right of Way Data Sheet according to the Caltrans Right of Way Manual.
9. Provide QA/QC of final work product, submit to client and other Project Team members and respond to inquiries.

\*Note: It is assumed that information regarding impacted utility and railroad facilities, necessary to completion of the Caltrans Right of Way Data Sheet, will be provided by the client.

### Services Fee Proposal

---

The following fee proposal has been prepared according to OPC's understanding of the project and assumptions previously stated.

Services	Hours	Staff	Cost
R/W Cost Estimate/Data Sheets			
R/W Cost Estimate	10	Sr. Project Mgr.	\$1,500
Caltrans R/W Data Sheet	30	Sr. Analyst	\$3,450
<b>Services Fees Total:</b>			<b>\$4,950</b>

## EXHIBIT "B"

2014 Schedule of Hourly Rates	
<b>Right of Way Management &amp; Implementation</b>	
Program Manager / Principal	\$200.00 per hour
Senior Project Manager	\$150.00 per hour
Project Manager	\$130.00 per hour
Senior Acquisition Agent / Senior Relocation Agent / Senior Analyst	\$115.00 per hour
Acquisition Agent / Relocation Agent / Analyst	\$105.00 per hour
<b>Project Support / Administrative</b>	
Project Support Specialist	\$75.00 per hour
Administrative Assistant	\$40.00 per hour

### Billing Terms:

OPC considers local travel/mileage, photocopying, first class postage, telephone, facsimile, and mobile communication charges a normal part of doing business and such costs are included in the stated hourly rates. Out-of-pocket expenses including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event OPC is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two times the regular hourly rates.

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

OPC will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice. Upon completion of services, the remaining unbilled amount of the project balance shall become immediately due and payable.

