EXHIBIT A: SCOPE OF SERVICES

PROJECT DESCRIPTION AND LOCATION

At its September 19, 2012 meeting, Metro approved the SR-138 project list and funding allocations for Measure R SR-138 Capacity Enhancements that included "Highway Equity" funding of five interchange improvement projects in Lancaster. These projects include improvements to the SR-138 interchange and adjacent local streets at Avenue M, Avenue L, Avenue K, Avenue J and Avenue G.

Within this portion of the SR-138 corridor, the Consultant shall provide identified programmatic, corridor wide, studies and services detailed herein.

In addition, Consultant shall provide Caltrans Planning Phase services for the Avenue J Interchange and Avenue L Interchange projects.

Task 1: Programmatic Studies and Services

The Consultant shall provide the following programmatic, corridor wide, studies and services as detailed in their attached proposals:

1. Traffic Forecasting

   Scope does NOT include Optional Proposal Tasks 2B, 2C and 3.

2. Hydrology (EXISTING CONDITIONS)

   Scope does NOT include Proposal OPTIONAL SCOPE OF WORK (BUILD-OUT) TASKS 1, 2, 3 and 4.

3. Environmental Setting/Existing Conditions
   a. Community and Neighborhoods
   b. Biology
   c. Cultural Resources
4. Corridor Aesthetics
5. Public Outreach

Task 2: Planning Phase Services

The Consultant shall provide the following Caltrans Planning Phase services as detailed in their attached proposals:

1. Avenue J Interchange
2. Avenue L Interchange

DELIVERABLES

The Consultant shall provide to the City deliverables in hardcopy and electronic format as detailed in the attached proposals and in the Capital Engineering Division's Standards for CAD Deliverables.

ADDITIONAL AUTHORIZATION NO. 1

TASK 1, ITEM 1
TRAFFIC FORECASTING PROPOSAL

Kimley»Horn

June 25, 2014

Ms. Marissa Diaz, P.E.
Senior Civil Engineer
Public Works Capitol Engineering Group
City of Lancaster
Lancaster, CA

RE: Traffic Forecast Volumes Methodology - Measure R Program Interchanges

Dear Marissa,

As we have discussed over the past few months, we propose to use the Traffic Forecast Model developed for the NW138 project (being completed by LA Metro) for the City of Lancaster (City) Measure R Program Interchange Projects. This model was created to develop a more comprehensive and integrated traffic demand forecast model for this northern most portion of the County. This required an integrated modeling approach with the latest version of the SCAG regional model (SCAG 2012 V6.1) as the foundation for the modeling process along with portion of the Kern Council of Governments (Kern COG) model.

After meeting and discussing the use of this model with the City, we plan to move forward with this approach to develop the forecast volumes for study purposes for the City's SR-138 interchange projects. We plan to provide the forecast volumes to the consultant teams for their use in their studies of the individual interchanges. This program wide approach will provide efficiencies and a consistent approach to the forecast volumes in the corridor. We will work with Caltrans to gain approval of these forecast volumes at the onset of the program in order to reduce the repetition of completing these forecast volumes for each individual project, thus reducing the required submittals, reviews and approvals by Caltrans.

As we developed this specific approach to tailor the model for the purpose of providing forecast volumes for the City's interchange projects, it became apparent that a broader look at the local roadway network is also needed to plan and provide guidance for future improvements on the adjacent roadway network as well as at the interchanges. The City expressed interested in establishing this modeling approach for use in analyzing various improvement scenarios moving forward.

In an effort to define the process and the tasks necessary to complete this effort, we have worked closely with Fehr and Peers (who helped to develop the integrated model for use for the NW138 project) to further refine and develop a tool that can be used for this broader purpose of studying a significant portion of the City roadway network.

As with most tools, we need to establish the basics on what the tool will be used for and what investment is deemed appropriate for this effort. In an attempt to provide a comprehensive approach for the broader study area and provide options and create a tool for use in the future, we have asked

Fehr and Peers to help us develop our approach for refining the model for the City of Lancaster Measure R Program goals.

In anticipation of needing traffic count data (existing AM and PM peak hour intersection turning movements), and with City concurrence, we were able to obtain comprehensive study area wide count data prior to school being released for the summer 2014. This traffic data will be critical to being able to calibrate the existing conditions model prior to generating the forecast volumes.

A summary of the Count data collected includes:

1) Original counts completed on May 15, 2014 at City interchange ramp termini at Ave G, H, I, J, J-8, K, L, and M. These AM/PM peak hour turning count movements were completed for a total of $3,960.
2) Additional counts completed on June 3rd and 4th at 36 additional intersections as coordinated and agreed to by the City for an additional $8,910.

With the count data collected we are ready to move forward with the modeling effort once the City provides direction on the level of development wanted and needed.

The attached proposal letter provided by Fehr and Peers describes a range of options that can be considered depending on how far the City wants to develop this tool for future use. There are significant advantages to the City and the Measure R Program in developing this tool for the purposes stated.

Tasks 1, 2A and 4 are recommended to provide the future forecasts volumes for use in the near term interchange improvement projects as they move forward

- Task 1 - Lancaster Model Refinements $13,200
- Task 2A - Future Traffic Forecasts $44,000
- Task 4 – Model and Forecast Report $8,800

Tasks 2B, 2C and 3 are optional tasks that will provide a more comprehensive planning tool and evaluation of priorities, needs and phasing of future roadway improvements for the City.

- Task 2B - Traffic Operations Analysis for Transportation Needs Assessment, has options presented for evaluating future roadway segment and intersection improvements. This option is presented to provide a broader tool for evaluating future improvement performance. The Costs range from $37,400 to $55,000.
- Task 2C – Project Priorities & Phasing for Transportation Needs Assessment has similar options for evaluating both roadway and intersection improvement sensitivity testing to determine the ultimate need for future transportation improvements and assist in the phasing of interchange and roadway capacity improvements. The costs range from $44,000 to $57,200.
- Task 3 – Interchange Forecasts, allows the forecasts volumes to be updated at the interchanges based upon the future roadway network as determined in tasks 2B and 2C.

NOT INCLUDED IN ADDITIONAL AUTHORIZATION NO. 1

The cost would include updates to the 5 interchanges in the Measure R program for a total of $11,000.

A cost summary is provided below:

Traffic Counts completed to date:

• Interchange ramp termini on May 15, 2014	$3,960
• Additional 36 intersection locations June 2 and 3, 2014	$8,910
	$12,870

Tasks 1 and 2A; future traffic demand modeling

• Task 1 - Lancaster Model Refinements	$13,200
• Task 2A - Future Traffic Forecasts	$44,000
• Task 4 – Modeling and Forecast Report	$8,800
	$66,000

Optional Tasks 2B, 2C &3; traffic operations analysis, sensitivity analysis, priorities, phasing and updated forecasts

• Task 2B – Traffic Operations Analysis	up to $55,000
• Task 2C – Sensitivity Analysis, Priorities & Phasing	up to $57,200
• Task 3 – Interchange Updated Forecasts	up to $11,000
	Up to $123,200

I know that the City will need to review the optional tasks in more detail and I suggest that we move forward with Tasks 1, 2A and 4 and then consider the remaining optional tasks as the City has time to evaluate the data and potential improvements.

Please let me know if you have any questions or if you need additional clarification.

Sincerely,
Kimley-Horn and Associates, Inc.

Robert D. Blume, P.E
Consultant Program Manager

NOT INCLUDED IN ADDITIONAL AUTHORIZATION NO. 1

FEHR PEERS

June 2, 2014

Mr. Robert Blume
Kimley-Horn and Associates, Inc.
660 South Figueroa Street, Suite 1040
Los Angeles, CA 90017

Reference: ***State Route 14 Interchange Forecasts & Future Transportation Needs Assessment***

Dear Bob:

We are pleased to submit this proposal to provide future travel demand forecasts for the current and upcoming interchange projects along State Route 14 (SR-14) in the City of Lancaster. This proposal also includes the development of future traffic forecasts for nearby intersections on City arterials as well as an operational assessment to identify future transportation needs. Attached please find the overall approach to the development of the future forecasts and future transportation needs assessment scope of work and cost estimate.

The cost estimate has been provided for each task as well as for two options for the future transportation needs assessment. Below is a summary of the cost estimate:

Task 1: Lancaster Model Refinements	 $12,000
Task 2: ▪ 2A. Future Traffic Forecasts ▪ 2B. Future Needs Assessment ▪ 2C. Transportation Network Testing (Forecasts & Operations for 5 Scenarios)	 $40,000 $34,000 - Option 1; $50,000 – Option 2 $40,000 – Option 1; $52,000 – Option 2
Task 3: Interchange Forecasts	 $2,500 per location ($10,000 total for 5 I/C's)
Task 4: Documentation: Model Development & Forecasting Report	 $8,000
Total	$144,000 – Option 1 $172,000 – Option 2

We appreciate the opportunity to assist you on this project. Please call me if you have any questions.

Sincerely,

FEHR & PEERS

Sarah Brandenberg
Principal

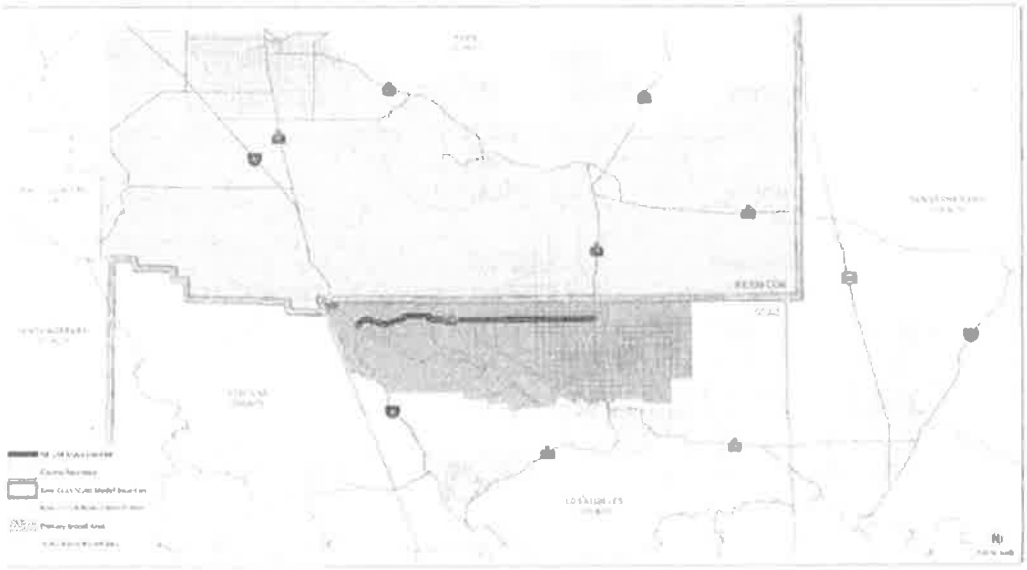
FEHR PEERS

Travel Demand Forecasting Approach

Introduction: We are proposing to apply a systematic approach to develop traffic forecasts for the planned interchange improvements along the SR-14 corridor and major City arterials using the latest travel model developed for the area. Applying a uniformed approach to generating traffic forecasts will ensure consistency between the future forecast projections and allow the City to test the priority and phasing of improvements.

Forecasting Approach: We will utilize the travel demand forecasting (TDF) model that was recently completed for the SR-138 corridor study to develop future forecasts.

Sub-Area Model: The sub-area model is built upon the latest version of the Southern California Association of Governments (SCAG) 2012 RTP/SCS regional model. The model includes the northern portion of LA County, including the Cities of Lancaster, Palmdale and Santa Clarita. The sub-area model also includes the southern portion of Kern County as contained in the latest version of the KernCOG model. The extents of the model are shown below.



Sub-Area Model Boundaries

Scope of Work

Task 1 - Lancaster Model Refinements

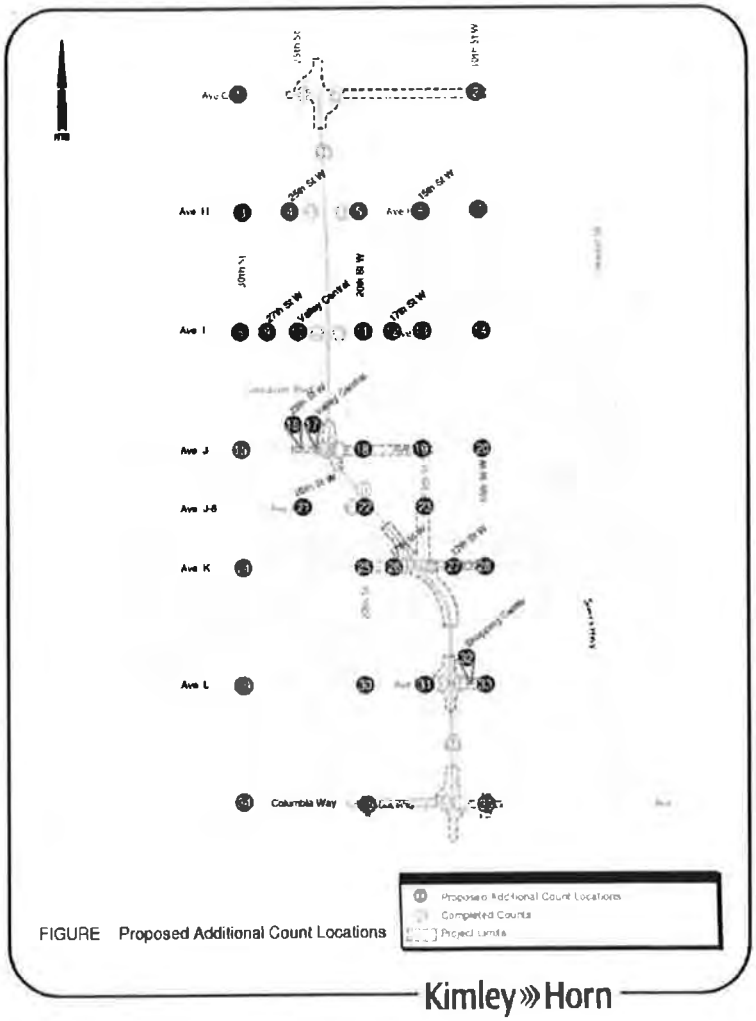
We will meet with City of Lancaster staff to share the land use growth and roadway network assumptions contained in the sub-area model. As part of the sub-area model development, we received land use growth for Lancaster from the City. We will review these growth assumptions by TAZ with a detailed focus around the interchange locations and 8 east-west arterials providing access to the SR-14 mainline, including the intersections shown in the figure below.

Additional land use refinements will be completed, as needed, to ensure the model reflects the future growth forecasts in the City. In addition, we will review the transportation network assumptions under both the base year and future year versions of the model and confirm with City staff that the model reflects the existing and future planned roadway networks.

Recent traffic counts collected by the City will be used to compare the base year model forecasts to actual counts.

Deliverable: One meeting with City Staff; Land Use by TAZ and Roadway Network plots for the base year and future year sub-area models documented in a Technical Memorandum for review by City staff.

Cost Estimate: $12,000



Study Locations for Proposed Scope of Work

Task 2 - Transportation Needs Assessment

This task will provide traffic forecasts for use in conducting a transportation needs assessment for the City of Lancaster along the SR-14 corridor and adjacent arterials. This task is seen as the first step in developing future forecasts to be applied in the upcoming SR-14 interchange studies. The goal of this task is to provide the City with an overall assessment of future transportation needs in the study area.

Task 2A - Traffic Forecasts for Transportation Needs Assessment

The sub-area model will be used to produce future traffic forecasts for the study locations shown in the figure above:

16 ramp terminal intersections (including on/off-ramp volumes)
36 arterial intersections
SR-14 mainline segments within the City limits

The sub-area model reflects a future forecast year of 2035. Forecasts beyond 2035 (e.g., 2040), or for interim years (e.g., 2020), can be developed by applying a linear growth factor between the existing and future model forecasts. For this initial transportation needs assessment, we recommend developing and applying the 2035 traffic forecasts from the sub-area model. Existing traffic counts based on the recent data collection effort will be used to develop turning movement volumes at each of the study locations based on the growth in volumes between the base and future year models (commonly referred to as the "difference method" in travel demand forecasting).

Future traffic forecasts will be developed for the following periods:

AM peak hour turning movements at study intersections
PM peak hour turning movements at study intersections
Peak Hour & Daily mainline segments for SR-14 within the City limits
Daily roadway volumes for the 8 east-west arterials providing access to the SR-14

Deliverable: Technical Memorandum presenting future year forecasts for the 52 study intersections during the AM and PM peak hours, SR-14 mainline forecasts, and daily roadway segment forecasts for review by City staff.

Cost Estimate: $40,000

Task 2B – Traffic Operations Analysis for Transportation Needs Assessment

The purpose of this sub-task is to apply the future traffic forecasts to an operational analysis tool to determine the need and priority of future transportation improvements at the study intersections and along the study corridors. We have developed two potential approaches for this task to provide the City with a range of options depending on the level of detail desired.

NOT INCLUDED IN ADDITIONAL AUTHORIZATION NO. 1

NOT INCLUDED IN ADDITIONAL AUTHORIZATION NO. 1

Option 1: Roadway Segment Evaluation

We will use the traffic forecasts developed in Task 2A to conduct a roadway segment evaluation. The roadway segments would consist of the 8 east-west arterials providing access to the SR-14 mainline (along the portions of the arterials included within the study area intersections shown in the figure above) and along the SR-14 mainline within the City limits. The analysis would be conducted as follows:

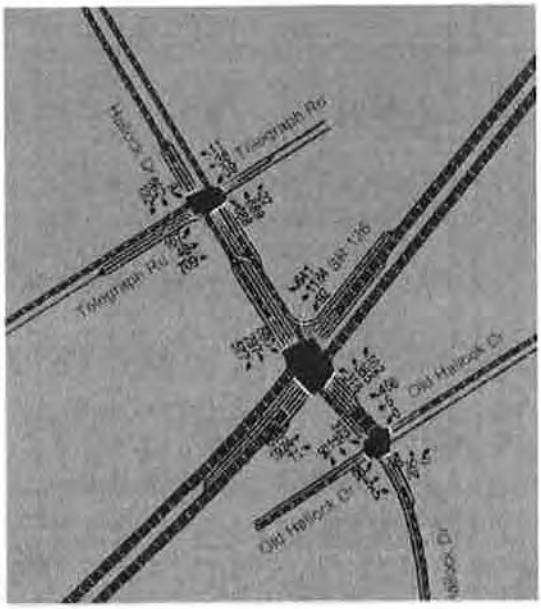
> **AM and PM** peak hour roadway traffic forecasts would be compared to the roadway segment capacity and freeway mainline capacity.
>
> A **volume-to-capacity** (V/C) ratio would be calculated to estimate the future traffic operations along the corridor based on the number of travel lanes.
>
> The V/C results would be used to determine the **future roadway sizing** needs; for example, do the future volumes result in the need for a 2-lane, 4-lane, or 6-lane roadway; or additional freeway capacity?
>
> The three steps above would also be applied to the existing traffic volumes and current roadway capacity for use in the **comparison of existing conditions to projected future operations**.

This option would provide the City with a high-level needs assessment of roadway and freeway mainline sizing based on corridor volumes. It would not provide detail at the intersection level. In addition, the need to widen a roadway is often a result of key bottlenecks along a corridor. These bottlenecks tend to occur at major intersection locations. Therefore, although the arterial volumes along may not warrant the need to widen a roadway, intersection capacity constraints may indicate that roadway widening is needed as congestion levels increase.

Option 2: Intersection Evaluation

This option is provided to address the limitations described under Option 1 above. Under Option 2, we would conduct a detailed traffic operations analysis using the Synchro software program (a sample Synchro network is shown in the adjacent figure). The program would be linked to the forecasts prepared with the travel demand model and used to test future operations, as well as operational improvements. The analysis would be conducted as follows:

> **AM and PM** peak hour turning movement forecasts would be analyzed for the 36 arterial intersections and 16 ramp terminal intersections based on the Highway



Sample Synchro Network for Operational Analysis

NOT INCLUDED IN ADDITIONAL AUTHORIZATION NO. 1

Capacity Manual (HCM) methodology. The HCM measures the average vehicle delay for each turning movement at an intersection, and provides delay thresholds for LOS results for both unsignalized and signalized locations.

LOS would be calculated to estimate the future traffic operations along the corridor based on the number of travel lanes and intersection configurations. For the freeway mainline, LOS would be based on the methodology outlined in Option 1 (future forecasts compared to mainline capacity).

The LOS results would be used to determine the **future roadway and intersection improvements** needed to accommodate future growth; for example, do the future volumes result in the need for a 2-lane, 4-lane, or 6-lane roadway?; intersection turn lane or side-street capacity improvements?; or additional freeway capacity?

The three steps above would also be applied to the existing traffic volumes and current intersection configurations for use in the **comparison of existing conditions to projected future operations**.

This option would provide the City with the roadway sizing results outlined in Option 1 and would provide a more detailed analysis of key intersections in the study area. In addition, the Synchro software can be used to identify key bottlenecks along a corridor that may lead to the need for additional roadway widening.

The Synchro network can be utilized by City staff, and made available for use in future City infrastructure and land development projects, such as the SR-14 interchange studies. Synchro also has a built-in simulation tool, called Simtraffic, which can be used to simulate vehicle flows along corridors and through intersections to determine vehicle queuing and storage requirements, and used to test innovative intersection treatment options, such as roundabouts.

While the above future needs assessment is intended to provide the City with the roadway capacity needs based on future growth projections, we can also help the City balance roadway capacity needs with the desire for a Complete Streets network. Widening along roadways or specific intersections envisioned as key pedestrian crossings and bicycle access locations may not be desirable by the City, and alternative capacity improvements can be explored.

Deliverable for Option 1 or Option 2: Technical Memorandum presenting existing and future traffic operations within the study area (roadway operations under Option 1 and roadway plus intersection operations under Option 2). Meeting with City staff to review the results and discuss need for testing of potential transportation network improvements as outlined in Task 3.

Cost Estimate: Option 1 = $34,000 or Option 2 = $50,000

Task 2C – Project Priorities & Phasing for Transportation Needs Assessment

The sub-area model can be used to conduct sensitivity testing to determine the ultimate need for future transportation improvements and assist in the phasing of interchange and roadway capacity improvements. Based on the results of Task 2B, we will work with the City to determine

additional model runs needed to test the benefits of changes to the transportation network. The model runs can be used to measure the benefits of:

New roadway connections
Arterial roadway widening
SR-14 mainline improvements
Interchange improvements

This task can be also be used to test the timing for partial and full buildout of interchange improvements and to determine the priority of overall interchange improvements along the SR-14 corridor. For the purpose of the cost estimate, the scope of work assumes that up 5 model runs will be conducted. For each run, the following will be completed:

Future **traffic forecasts** will be developed in the immediate vicinity of the roadway network changes being tested; the model will be used to determine the % change in traffic forecasts within the study area and detailed forecasts will only be developed for those locations within the influence area (i.e., locations where a noticeable change has occurred).

Future **traffic operations** will be calculated for roadway and freeway mainline segments (if Option 1 above is selected) or for intersection and mainline segments (if Option 2 is selected) in the immediate vicinity of the roadway network changes being tested.

Graphics showing changes in traffic flows and traffic operations will be prepared to help the City determine the **benefits of various transportation network improvements** tested through the model runs (up to 5 scenarios).

We will use the results of the above transportation network testing to help the City determine the need and priority for future roadway improvements. We recommend saving the final (5^{th}) model run to complete future forecasts for the preferred roadway network scenario. This final model run can be used to develop the interchange forecasts for use in the upcoming SR-14 interchange studies as documented under Task 3 below.

Deliverable: Graphics and/or tables summarizing the changes in traffic patterns, future volume forecasts and traffic operations for up to 5 future transportation network scenarios (up to 5 model runs).

Cost Estimate: Option 1 = $40,000 or Option 2 = $52,000

Task 3 - Interchange Forecasts

Once the future roadway network is determined under Task 2, we will develop final traffic forecasts for each of the five interchanges along SR-14 for the following scenarios:

Design Year (e.g., 2040) AM and PM peak hours and Average Daily Traffic (ADT)
Construction Year (e.g., 2020) AM and PM peak hours and ADT

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The design and construction horizon years will be confirmed with the project team prior to the development of future forecasts. The sub-area model reflects a future forecast year of 2035. Forecasts beyond 2035 (e.g., 2040), or for interim years (e.g., 2020), can be developed by applying a linear growth factor between the existing and future model forecasts. The traffic forecasts will be reported for the SR-14 mainline, on- and off-ramps, and turning movements at the ramp terminal intersections for each of the five interchanges.

Deliverable: Technical Memorandum presenting design and construction year forecasts for each of the five interchanges for the AM and PM peak hours along with ADT for review by City staff.

Cost Estimate: $2,500 per interchange ($10,000 total for the 5 interchanges)

Task 4 – Documentation

A Model Development Report will be prepared to reflect the final deliverables produced under Tasks 1-3 above. The Model Development Report will document the sub-area model assumptions, including the land use growth, roadway network, and model calibration within the area encompassing the five interchanges in the City of Lancaster. The report will also contain the traffic forecasts for the planned interchanges along the SR-14 corridor. This report can be used for the Caltrans review and approval process for each interchange project.

Cost Estimate: $8,000

ADDITIONAL AUTHORIZATION NO. 1

TASK 1, ITEM 2
HYDROLOGY PROPOSAL

Kimley»Horn

November 6, 2014

Ms. Marissa Diaz, P.E.
Senior Civil Engineer
Public Works Capitol Engineering Group
City of Lancaster
Lancaster, CA

RE: Drainage Master Study (revised) - Measure R Program Interchanges

Dear Marissa,

As requested, Penfield and Smith updated their proposal to include the optional services as outlined in their attached proposal. The attached proposal for completion of a Master Drainage Study for the City of Lancaster (City) Measure R Program Interchange Projects now includes optional services to expand the study to consider build out, if requested by the City. This study will address existing hydrology data for the SR-14 corridor and adjacent areas. This study is intended to provide the baseline drainage information for the corridor so that the study does not need to be replicated for each specific interchange project.

The information will be provided to each interchange design team so that existing flows will be determined by the City on the front end and not have to be confirmed with each interchange project. This program wide approach will provide efficiencies and a consistent approach to the existing hydrology and drainage conditions in the corridor. We will work with Caltrans to gain approval of the Master Drainage data thus reducing the repetition of completing these studies for each individual project and reduce the required submittals, reviews and approvals by Caltrans.

We propose to have Penfield & Smith complete this study as part of the original program management team. They have unique qualifications and have worked on drainage improvements throughout the City.

The cost of the Base Project Scope will not exceed $62,260 and will be completed per the scope of services provided in Penfield and Smith's attached proposal. The optional services to analyze full build out conditions is also provided in the attached scope can be completed for an additional $42,460. Total services for the Base Project Scope and Optional Future Build-out Conditions will not exceed $104,720.

Please let me know if you have any questions or need any additional information

Sincerely,
Kimley-Horn and Associates, Inc.

Robert D. Blume, P.E.
Consultant Program Manager

NOT INCLUDED IN ADDITIONAL AUTHORIZATION NO. 1

Penfield & Smith

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Suite 119
Lancaster, CA 93534

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Land Use Planning

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Traffic & Transportation Engineering

Transportation Planning

Structural Engineering

Water Resources Engineering

GIS

W.O. 20956.05

September 17, 2014

Robert Blume, P.E.
Kimley-Horn and Associates, Inc.
600 South Figueroa Street, Suite 1040
Los Angeles, CA 90017

Subject: Measure R SR-138 (SR-14)
Master Drainage Study

Dear Mr. Blume:

As requested by the Kimley-Horn, Penfield & Smith (P&S) appreciates the opportunity to submit this proposal for engineering services for the above referenced project. P&S has a strong background in Water Resource with several experienced staff members capable of performing this type of work. As you explained during our recent phone conversation, it is the intent of the City of Lancaster to complete a Master Drainage study of existing conditions to support the Measure R funded projects. The projects include interchanges along the Antelope Valley Highway (SR-14 and SR-138) at Avenue's G, K, J, L and M.

UNDERSTANDING OF PROJECT REQUIREMENTS

It is understood that the purpose of the Master Drainage study is to provide a baseline analysis for the different project consultants that will complete the preliminary and final design. It will also be incorporated into the Project Study Report.

The Antelope Valley has drainage facilities for four separate jurisdictions that may contribute flows along the project corridor. These include City of Lancaster, City of Palmdale, County of Los Angeles and Caltrans. Although there are jurisdictional boundaries, P&S has a great working relationship with all of them which will lead to a collaborative effort on sharing of information.

A project of this type can be approached very differently and is dependent on the use of the data in the future. One method is to gather new data throughout the entire area and develop a new hydrologic model. Although there might be significant benefits in this approach, it is very costly and I believe not warranted. As an alternative P&S will gather as much existing information as available and validate and/or correct stormwater flows by using current tools and methodologies. Such tools and methodologies include the Los Angeles Counties LAR-'AC data and National Hydrography Dataset.

With the above in mind the following scope of work has been prepared.

SCOPE OF WORK (EXISTING CONDITION)

Task 1 – Project Administration Management and Coordination

a. Maintain project quality control and coordination of various sub-consultants as required throughout scope of work;
b. Attend kick-off meeting to refine project scope and schedule;
c. Attend monthly project status meetings 2 anticipated;
d. Research all information pertinent to the project such as records and documents in order to complete the project;
e. Review available record drawing information for the existing storm drain system that traverses Antelope Valley Highway SR-14;
f. Preparation of e-mail monthly project status memo, review of project expenses and monthly invoicing.

Task 2 – Project Research and Review

a. Request from the City of Lancaster, City of Palmdale and Los Angeles County hydrology reports affiliated with the cities master plan drainage facilities;
b. Request storm drain Record Drawing information from the City of Lancaster, City of Palmdale, Los Angeles County and Caltrans for facilities that cross SR-14;
c. Request storm drain atlas maps from the City of Lancaster, City of Palmdale and Los Angeles County;
d. Review the reports and record drawings identified within Task 2;
e. Request and review Digital Elevation model information from the City of Lancaster associated with the latest LARIAC data;
f. Obtain soil information from the NRCS Soil Surveys;
g. Request and review Street and Storm Drain Plans for tracts upstream of SR-14 crossing. (This task would be used in the evaluation of storm flows and time of travel concentrations);
h. Request latest available land use map to be provided in ARCGIS format;
i. Perform a field investigation to document existing facilities that cross SR-14 (SR-138). This is a visual investigation and not survey grade.

Task 3 – Existing Hydrology Analysis

a. Delineate sub-watershed boundaries within the City of Lancaster;
b. Determine percent imperviousness for each sub-watershed;
c. Determine the hydrologic soil type within each sub-watershed;
d. Develop Time of Travel and Time of Concentration runs for each sub watershed;
e. Input upstream flows from the City of Palmdale Master Plan of Drainage report;
f. Use WMS with MODRAT interface to develop hydrographs for each sub-basin and use routing tools to determine stormwater flows for the 10-yr, 25-yr and 50-yr events;

Task 4 – Technical Report

a. Compile hydrologic data input and output runs for each evaluate rainfall frequency event. This data may be presented in summary tabular form with actual data runs provided digitally, as needed;
b. Prepare drainage exhibits maps to correspond with the developed sub-watershed basins. It is anticipated that exhibits will be presented at a scale of 1"=2000' on 24"x36" sheets. Scale may be adjusted for readability as determined by P&S. Attend kick-off meeting to refine project scope and schedule. Some exhibits may be schematically represented if warranted;
c. Prepare a Technical Report, containing information such as; Background, Scope of Work, Study Approach, Watershed Description, Basis of Evaluation, Methodology and Results. It is anticipated that a Draft and Final version of the report will be required;

Task 5 – Deliverables

a. Five print copies of Draft Report and one PDF version.
b. Five print copies of Final Report and one PDF version.
c. Editable CAD map files on CD. CAD files to be per Capital's CAD Deliverables Standards.
d. Editable electronic copies of all calculation files

OPTIONAL SCOPE OF WORK (BUILD-OUT)

Task 1 – Project Administration Management and Coordination

a. Maintain project quality control and coordination of various sub-consultants as required throughout scope of work;
b. Research all information pertinent to the project such as records and documents in order to complete the project;
c. Preparation of e-mail monthly project status memo, review of project expenses and monthly invoicing.

Task 2 – Project Research and Review

a. Request from the City of Lancaster future Landuse Build-out Conditions and General Plan document;
b. Review the General Plan and future landuse report within Task 2;
c. Request latest available future land use map to be provided in ARCGIS format;
d. Review the current Master Plan of Drainage.

Task 3 – Build Out Hydrology Analysis

a. Review and update based on build out the following items from the existing conditions:
    i. Delineated sub-watershed boundaries within the City of Lancaster;
    ii. Percent imperviousness for each sub-watershed;
    iii. Hydrologic soil type within each sub-watershed;
    iv. Time of Travel and Time of Concentration runs for each sub watershed;
    v. Input upstream flows from the City of Palmdale Master Plan of Drainage report for build out conditions;

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NOT INCLUDED IN ADDITIONAL AUTHORIZATION NO. 1

vi. Use WMS with MODRAT interface to develop hydrographs for each sub-basin and use routing tools to determine stormwater flows for the 10-yr, 25-yr and 50-yr events;

Task 4 – Technical Report

a. Compile hydrologic data input and output runs for each evaluate rainfall frequency event. This data may be presented in summary tabular form with actual data runs provided digitally, as needed;
b. Prepare drainage exhibits maps to correspond with the developed sub-watershed basins. It is anticipated that exhibits will be presented at a scale of 1"=2000' on 24"x36" sheets. Scale may be adjusted for readability as determined by P&S. Attend kick-off meeting to refine project scope and schedule. Some exhibits may be schematically represented if warranted;
c. Prepare a Technical Report, containing information such as; Background, Scope of Work, Study Approach, Watershed Description, Basis of Evaluation, Methodology and Results. It is anticipated that a Draft and Final version of the report will be required;
d. Provide recommendations for updates and associated estimated costs to the current Master Plan of Drainage. The recommendation will include any upsizing, downsizing, or conveyance change.

SERVICES NOT INCLUDED

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

1. Governmental and public agency fees, cost of bonds and taxes.
2. Initial Study, CEQA Review, Cultural, Biological, and Environmental Studies.
3. Acquiring Rights of Way and preparing documents for acquiring of such Rights of Way.
4. Right-of-way and boundary determination/establishment, setting monuments and filing maps.
5. Research and field location/verification of section corners or intersection monuments.
6. Title Company research fees.
7. Hydrology calculations for future conditions.
8. Services by consultants other than P&S.

CLIENT TO PROVIDE

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

1. Atlas maps
2. Record Drawings
3. LAR-IAC dataset for aerial imagery and topographic elevation data
4. Existing Master Plans of Drainage

PROPOSED FEE AND METHOD OF PAYMENT

Our proposed services will be performed on a time and materials basis and shall be billed monthly at the rates then in effect. Charges for "time" include professional, technical and clerical support services provided by Penfield & Smith. "Materials" include all reimbursable

expenses, such as photocopies, postage, shipping/delivery, mileage, plots, prints, maps/documents and outside consultant fees.

Payment is due on receipt of statements (net 30 days). Unpaid account balances are subject to a finance charge which will be the lesser of one and one-half percent (1 ½ %) per month or a monthly charge not to exceed the maximum legal rate. This fee shall be applied to any unpaid balance commencing thirty days after the original billing. If an account is unpaid and would be subject to a finance charge, we may consider this as constructive notice to suspend work.

Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required (Base Project Scope) for our services will be approximately $56,600, including reimbursable allowance of $1,600.

Our estimated for the Additional Optional Scope for Future Build-out Conditions is $38,600 for a total project estimate of $95,200.

We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. However, please note that our services will be performed on a time and materials basis, and it is possible that our actual charges could exceed the amount we have estimated. During the performance of our services, the need for additional or expanded services may be determined. We will make every reasonable effort to keep you informed of our progress and costs incurred.

ADDITIONAL SERVICES

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

TIME OF PERFORMANCE

Based on our current workload, we estimate that the first draft of the drainage study report can be submitted in approximately 16 weeks following execution of task order. It is expected that review comments will be received by Kimley-Horn and the City of Lancaster. A final report will be submitted within 4 weeks following written receipt of comments.

INDEMNIFICATION ADVISORY

In recent years, we have seen a movement towards clients requesting us to perform services under their company's form of Agreement. Please be advised that if you would like us to work under your company's form of Agreement, we will look closely at the required indemnification language in any such document. Specifically, we will not accept indemnification language that requires us to accept liability for other than our negligent acts of error or omission to the extent that we are responsible for such liabilities. This proposal is based on this understanding.

AUTHORIZATION

Should you require additional information or wish to discuss this proposal further, please give me a call. My direct line is (661) 949-6676, extension 102. If the proposal is satisfactory, please sign and initial the enclosed two copies of the Agreement Between Client and Consultant, returning both of them to us. We will then execute the Agreements and return one (1) original to you. Our current fee schedule is attached.

Thank you for considering Penfield & Smith for this project.

Very truly yours,

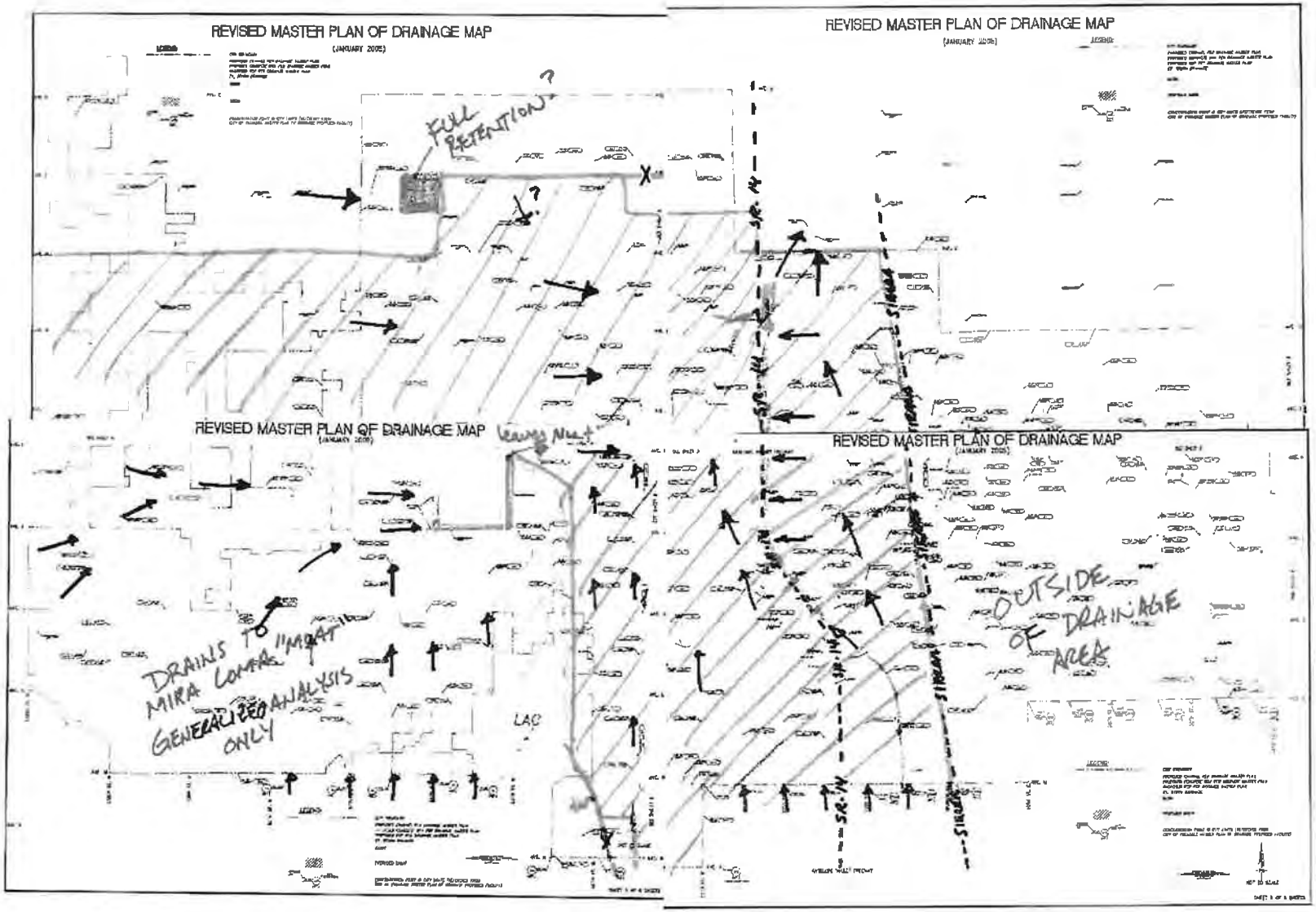
PENFIELD & SMITH

Autumn Glaeser
Senior Engineer/Project Manager
RCE 76574

Thomas O. Rowe, PE
Principal Engineer/QCM
RCE 56070

Enclosures

W:\work\20000-20999\20956\05 - Master Drainage for Corridor\20956_05ProV3.docx


REVISED MASTER PLAN OF DRAINAGE MAP
(JANUARY 2005)
FULL RETENTION
REVISED MASTER PLAN OF DRAINAGE MAP
(JANUARY 2005)
REVISED MASTER PLAN OF DRAINAGE MAP
(JANUARY 2005)
DRAINS TO MIRA LOMA
GENERALIZED ANALYSIS ONLY
REVISED MASTER PLAN OF DRAINAGE MAP
(JANUARY 2005)
OUTSIDE DRAINAGE OF AREA
SR-71
STREAM

PROJECT COST ESTIMATE (WITH PREVAILING WAGES) OPTIONAL SCOPE - BUILD OUT

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

Project No.: 20956.05
Description: Measure R SR-138 Master Drainage Study
Client: Kimley-Horn & Associates
Date: July 17, 2014
File Name: 20956_05FeeEstV2.xlsx

Prepared by: TOR
Office: 4
Billing Type: T&M
Prevailing Wages (y/n): Y

TASK	Hours: Engineer Principal	Engineer Senior I	Engineer Assist II	Tech Support														TOTAL HOURS	LABOR COST
Project Administration																			
Quality Control	8																	8	1520
Research Project Records				4														4	300
Project Status Memo Preparation	2																	2	380
Project Research																			
Request reports documents		1		4														5	460
Request and review Future Landuse		8		2														10	1430
Build-Out Hydrology																			
Watershed Delineation	4	16																20	3320
Estimate percent imp. per WS	4	16																20	3320
Soil Type Determination per WS	4	16																20	3320
Develop TC calculations	4	24																28	4600
Coordinate upstream values from Palmdale	2	4																6	1020
Develop hydrograhs	8	40																48	7920
Technical Report																			
Complile input and output runs		8																8	1280
Prepare drainage map exhibits	4	8	24															36	5040
Prepare Draft and Final Report	8	16		8														32	4680
TOTALS	48	157	24	18	-	-	-	-	-	-	-	-	-	-	-	-	-	247	38590

Classification		$/hr
12	Principal Engineer	190.00
10	Senior Engineer I	160.00
8	Assistant Engineer II	125.00
43	Technical Support	75.00

Classification	$/hr

Average Rate: 156.235

Expenses		Cost	Billing Factor	Reimbursables	Consultant
Soils Report	*		1.15		0
Geologic Report	*		1.15		0
Title Report	*		1.15		0
Construction Staking	*		1.15		0
Blueprints	*		1.15	0	
Travel	*		1.15	0	
Mail	*		1.15	0	
Telephone	*		1.15	0	
Photocopies	*		1.15	0	
Photographs	*		1.15	0	
				$0	$0

Grand Total = $38,590

ADDITIONAL AUTHORIZATION NO. 1

TASK 1, ITEM 3
ENVIRONMENTAL SETTING/EXISTING CONDITIONS PROPOSAL

Kimley»Horn

January 10, 2015

Ms. Marissa Diaz, P.E.
Senior Civil Engineer
Public Works Capitol Engineering Group
City of Lancaster
Lancaster, CA

RE: Corridor Environmental Studies - Measure R Program Interchanges

Dear Marissa,

As we have discussed over the past few months, we propose to complete a Corridor Environmental studies to support the environmental documents for the City of Lancaster (City) Measure R Program Interchange Projects. These studies will address existing conditions for each of the interchanges and adjacent areas. These studies are intended to provide the baseline existing conditions information for the corridor so that the studies do not need to be replicated for each specific interchange project.

We are proposing to complete the Existing Conditions Reports for communities and neighborhoods, biology, and cultural resources for each of the five interchanges in the corridor. The purpose of the Existing Conditions Reports will be to identify existing resources and constraints early in the Project Approval/Environmental Document (PA/ED) phases of the projects and to reduce delays of collecting the data later in the process. Identifying resources and constraints early in the design process will allow the design teams to avoid or reduce impacts on existing resources to the extent feasible, thereby reducing time and cost associated with agency consultation and mitigation; and to identify and take advantage of early seasonal survey requirements and constraints and not miss these critical survey windows.

Information included in the Existing Conditions Reports will be used to support the CEQA technical studies for each of the interchanges and will provide a baseline for the SR-138/SR-14 corridor. The Existing Conditions Reports will also be used to create a consistent inventory throughout the corridor that would be used in the technical studies for the PA/ED phase of each of the projects.

The information will be provided to each interchange design team so that existing conditions will be determined by the City on the front end and not have to be confirmed with each interchange project. This program wide approach will provide efficiencies and a consistent approach to identifying the existing resources in the corridor. We will work with Caltrans to gain approval of the Existing Conditions Reports thus reducing the repetition of completing these studies for each individual project and reduce the required submittals, reviews and approvals by Caltrans.

We propose to have GPA Environmental complete these studies as they are part of the original program management team. They have unique qualifications and have worked with Caltrans District 7 environmental staff on numerous projects. This knowledge and familiarity with Caltrans requirements will help to maintain consistency in the information provided to the consultant teams for

use in their technical studies. Rich Galvin will lead the efforts for GPA Environmental and is committed to supporting the program to successful completion.

The cost of the Existing Conditions Reports for communities and neighborhoods, biology, and cultural resources will not exceed $143,617 and will be completed per the scope of services provided in GPA Environmental attached proposal.

An option to complete the Historic Resources is also provided. This most likely will be different for each project and it can be completed efficiently by each consultant team and not proposed at this time.

Please let me know if you have any questions or need any additional information.

Sincerely,
Kimley-Horn and Associates, Inc.

Robert D. Blume, P.E
Consultant Program Manager

CONSULTING

GPA

January 27, 2015

Robert Blume, Project Engineer
Kimley-Horn and Associates
11919 Foundation Place
Suite 200
Gold River, CA 95670

Subject: Existing Conditions Reports for the Measure R "Highway Equity" (Measure R) Program

Dear Mr. Blume:

GPA Consulting is pleased to submit this proposed scope of work to prepare existing conditions reports for the above-referenced project. The attached scope of work has been prepared based on the project information provided by Kimley-Horn and Associates and found in the project RFQ. GPA is available to commence work on these tasks immediately, once approved by Kimley-Horn and Associates.

The purpose of the Existing Conditions Reports is to identify existing resources and constraints early in the environmental process, and to reduce delays later in the process. Identifying resources and constraints early in the environmental process will allow the design team to avoid or reduce impacts on existing resources to the extent feasible, thereby reducing time and cost associated with agency consultation and mitigation; and to identify any seasonal survey constraints and consultation requirements early on to allow for sufficient time in the schedule. Information included in the Existing Conditions Reports would also be used to support the CEQA technical studies, and to provide a baseline picture of the SR-138/SR-14 corridor. Existing Conditions reports will also give a consistent analysis throughout the corridor, thereby reducing cost and expediting schedule. The Existing Conditions Report would also be used to create a consistent inventory throughout the corridor that will be used in the technical studies for the PA/ED phase of the project.

Sincerely,

Richard Galvin

Richard Galvin, Vice President
GPA Consulting

231 california street el segundo ca 90245 t 310.792.2690 f 310.792.2696

GPA SCOPE OF WORK

Existing Conditions Reports
For the
Measure R "Highway Equity" (Measure R) Program

I. PROJECT UNDERSTANDING

The City of Lancaster (City) has selected Kimley-Horn and Associates (KHA) as the Program/Project Management consultant for the City Measure R "Highway Equity" (Measure R) Program being managed by the City. The Metropolitan Transit Authority (MTA) Planning and Programming Committee, on September 19, 2012, approved Measure R funds for multiple capacity-enhancing projects along State Route 138 (SR-138), which overlaps with SR-14 within the project areas.

As part of the program, the City, in cooperation with the California Department of Transportation (Caltrans) and the MTA, is planning to modify the geometry and/or capacity of five interchanges, including the following:

- SR-138/SR-14 and Avenue G Interchange (City, Caltrans, and County of Los Angeles jurisdiction)
- SR-138/SR-14 and Avenue J Interchange (City and Caltrans jurisdiction)
- SR-138/SR-14 and Avenue K Interchange (City and Caltrans jurisdiction)
- SR-138/SR-14 and Avenue L Interchange (City and Caltrans jurisdiction)
- SR-138/SR-14 and Avenue M Interchange (City, Caltrans, County of Los Angeles, and City of Palmdale jurisdiction)

Improvements may include interchange modifications and modifications to local intersecting roadways up to a half mile east and west of the interchanges. Modifications may include widening overcrossings over the existing SR-138/SR-14, interchange geometric enhancements, traffic signals or other traffic control improvements, landscaping, pedestrian and cycling improvements, and other context sensitive solutions (CSS).

Caltrans has been identified as the California Environmental Quality act (CEQA) lead agency for the interchange improvements; therefore, Caltrans is required to determine whether the project could have a significant impact on the environment and incorporate measures to minimize or mitigate impacts to the extent feasible.

As part of the environmental evaluation process, KHA has requested that GPA prepare a scope of work to complete Existing Conditions Reports for community, biology, and cultural resources at each of the five interchanges. The purpose of the Existing Conditions Reports is to identify existing resources and constraints early in the Project Approval/Environmental Document (PA/ED), and to reduce delays later in the process. Identifying resources and constraints early in the design process will allow the design team to avoid or reduce impacts on existing resources to the extent feasible, thereby reducing time and

cost associated with agency consultation and mitigation; and to identify any seasonal survey constraints and consultation requirements early on to allow for sufficient time in the schedule. Information included in the Existing Conditions Reports will also be used to support the CEQA technical studies, and to provide a baseline picture of the SR-138/SR-14 corridor. The Existing Conditions Reports will also be used to create a consistent inventory throughout the corridor that would be used in the technical studies for the PA/ED phase of the project.

II. SCOPE OF WORK

TASK 1: EXISTING CONDITIONS REPORTS

GPA will perform background research, field surveys, and will prepare an Existing Conditions Report for each of the resource areas discussed below to identify design constraints, required surveys and consultation, and serve as a basis for future environmental studies. Each report will include a description of the relevant existing conditions in each of the interchange study areas, as well as any existing environmental constraints that could affect project design, schedule, or cost and any additional required steps to achieve CEQA approvals. The reports will be supported by mapping and any other relevant exhibits or references. GPA will prepare the reports in a format acceptable to the City, and will submit the draft reports to the City for review and comment. GPA will then incorporate comments from the City and finalize the document.

Project Management and Meetings

During preparation of each report, GPA will maintain a clear line of communication with KHA, and will conduct regular status checks to ensure all tasks are on schedule and within budget. GPA will prepare a monthly progress report for each task that includes the progress of each task, new and ongoing issues, proposed resolutions, and estimated impact on the schedule. GPA will attend project meetings during preparation of the existing conditions reports, either in person or via conference call. Up to four project meetings are anticipated for each report.

Project Initiation

After receiving notice to proceed, GPA will coordinate with KHA to gather a sufficient level of information on the proposed project to prepare an initial project description (purpose/need and an outline of general project features) and delineate a study area for each of the environmental disciplines. The study area may vary for different resource areas, depending on what is being assessed.

Task 1.A Communities and Neighborhoods

Researching existing conditions related to communities and neighborhoods surrounding the five interchanges will assist in identifying any potential constraints related to land use, community concerns, flood hazards, farmlands, or other community issues that could require design consideration, result in project delays, or that may require additional study or coordination.

Land Use, Zoning, and Special Designations

GPA will obtain Information regarding existing land uses within and near the project area by completing windshield surveys, reviewing land use plans and zoning codes, and reviewing maps of the project area and surroundings. GPA will compile this information and provide a summary of existing and future land uses and zoning designations; applicable state, regional, and local land use plans; adjacent residential neighborhoods and business districts; community character and cohesion; 100-year special flood hazard areas; and farmlands of statewide importance and timberlands for each of the five interchange study areas.

Population, Housing, and Communities

Under CEQA, if a social or economic change is related to a physical change, then social or economic change may be considered in determining whether the physical change is significant. Since this project would result in physical changes to the environment, it is appropriate to consider changes to community character and cohesion in assessing the significance of the project's effects. As part of the development of this project scope, GPA performed preliminary research of social and economic data from the United States (U.S.) Census Bureau. Based on this research, GPA has determined that the project could result in social and economic changes.

GPA will obtain information on the existing community setting within and near the project area by completing windshield surveys, reviewing regional planning documents and general plans, and performing a geographical search using 2010 U.S. Census Bureau data and Geographic Information Systems (GIS) data. GPA will compile this information and provide a summary of parks, recreational areas, emergency services, schools and other community facilities; and population, housing, and economic conditions for each of the five interchange study areas.

Existing Conditions Report

GPA will prepare a summary of the results of these studies in the Communities and Neighborhoods Existing Conditions Report, which will discuss each of the five interchange study areas separately. The summary will include a discussion of the study methodology, regulatory requirements, existing setting and resources, research results, and supporting maps. The report will also outline any future surveys, analysis, and consultations that may be required with resource agencies to obtain project approvals and environmental permits. Relevant attachments will be included.

Deliverables: *One electronic copy and up to three hard copies of the Communities and Neighborhoods Existing Conditions Report; monthly progress reports*

Task 1.B Biological Resources

Researching existing conditions related to biological resources surrounding the five interchanges will assist in identifying any potential constraints related to sensitive resources that could require design consideration or avoidance, result in project delays, or that may require additional study, consultation, permitting, and/or mitigation. In addition, completing biological surveys up front will allow for

completion of one of two seasons required for the Caltrans Natural Environment Study and will facilitate the ability to exclude species from further consideration.

Background Research and Mapping

GPA will review available data on biological resources recorded within and near each of the five interchange study areas, including all plant and animal species with the potential to be in the project area. This review will include conducting searches in databases such as the California Natural Diversity Database (CNDDB) and the National Wetlands Inventory (NWI). Additionally, a list of protected species with the potential to be in each of the study areas will be requested from the U.S. Fish and Wildlife Service (USFWS). Existing studies completed near each of the study areas will also be referenced, including applicable planning documents. GPA will utilize this background data and project design plans to delineate the Biological Study Area (BSA) for each of the five interchanges, which will be used as the boundary for field surveys and the Existing Conditions Report.

Field Surveys

GPA will survey the BSA for potential wildlife, their signs, and/or potential habitat. GPA will inventory all botanical, aquatic, and wildlife resources observed in the BSAs. GPA will identify and record all existing vegetation communities in the area. Botanical surveys will be conducted during the blooming period for special-status plants with potential to be in the project area (April and May), where feasible. The limits of potentially jurisdictional areas, including waters of the U.S. and waters of the state, will be identified based on appropriate criteria including the ordinary high water mark (OHWM), edge of channel banks, and riparian boundaries. Based on preliminary research, it appears that there may be jurisdictional areas in portions of the drainage channel east of SR-14.

Existing Conditions Report

GPA will prepare a summary of the results of these studies in the Biological Resources Existing Conditions Report, which will discuss each of the five interchange study areas separately. The summary will include a discussion of the study methodology, regulatory requirements, existing setting and resources, research results, supporting maps. The report will also outline any future surveys, analysis, and consultations that may be required with resource agencies to obtain project approvals and environmental permits. Relevant attachments will be included.

Deliverables: *One electronic copy and up to three hard copies of the Biological Resources Existing Conditions Report; monthly progress reports*

Task 1.C Archaeological Resources (SRI – Archaeological Sub Consultant)

Researching existing conditions related to archaeological resources surrounding the five interchanges will assist in identifying any potential constraints related to resources that could require design consideration or avoidance, result in project delays, or that may require additional study or consultation and/or mitigation.

Native American Coordination

SRI will conduct preliminary Native American coordination as part of the information-gathering process. SRI will contact the Native American Heritage Commission (NAHC) for a list of traditional-use areas or sacred sites within and near each of the interchange study areas and for a list of specific Native American groups or individuals who may have knowledge of Native American resources in any of the study areas. The contacts list will be available for use during later stages of work. Because the proposed project is in the preliminary planning stages, SRI does not anticipate initiating contact with groups or individuals named by the NAHC as part of the proposed work.

Background Research

Background research will involve records searches at the SCCIC at California State University, Fullerton, to identify all known cultural resources previously recorded in each of the study areas and surrounding one mile. It will also involve brief archival research related to the history of area. SRI will request the record search and archival research, and will conduct a brief review of pertinent geological literature to evaluate the potential for significant buried archaeological resources to be in each of the study areas. The background research will be used to help identify cultural resources in the study areas and determine the sensitivity of the study areas for buried archaeological resources.

Field Surveys

SRI will conduct an intensive survey of the each of the study areas and record all identified cultural resources. The study areas are located in a highly developed area, and surface visibility in many areas is expected to be poor. Fieldwork will involve inspecting any exposed ground surface in the study areas for evidence of archaeological deposits. Photographs will be taken to document the degree of development within the study areas. SRI will exclude private lands and other areas with access issues from the survey.

Because of the developed nature of the study areas, SRI assumes that no more than three archaeological resources will be found during survey. If resources are found, site recording will involve Global Positioning System mapping of site boundaries, surface features, and a sample of surface artifacts. A narrative site description will be prepared to characterize the appearance, integrity, and boundaries of each property.

Existing Conditions Report

GPA will prepare a summary of the results of these studies in the Archaeological Resources Existing Conditions Report, which will discuss each of the five interchange study areas separately. The summary will include a discussion of the study methodology, regulatory requirements, existing setting and resources, research results, supporting maps. The report will also outline any future surveys, analysis, and consultations that may be required with resource agencies to obtain project approvals and environmental permits. Relevant attachments will be included.

Deliverables: *One electronic copy and up to three hard copies of the Archaeological Resources Existing Conditions Report; monthly progress report*

Task 1.D (Optional Task) Historic Resources

Researching existing conditions related to historic resources surrounding the five interchanges will assist in identifying any potential constraints related to resources that could require design consideration or avoidance, result in project delays, or that may require additional study or consultation and/or mitigation.

Field Surveys

GPA architectural historians will conduct a site visit and identify properties that are more than 45 years old and that would require evaluation for historic significance. GPA will photograph each property and take notes on the character defining features, alterations, and aspects of integrity for use in preparing state inventory forms.

Historical Research

GPA will conduct general and property specific research to assist in resource identification. The general research will be conducted on the City of Lancaster and the immediate area to develop a historic context. Property specific research will be used to evaluate prior events, persons, or architects associated with the properties. Research will be conducted at the local library, historical societies, Assessor's office, building department, and online resources. The materials that will be reviewed will include historic maps and photographs, building permits, written histories, newspaper articles, biographies, obituaries, etc., as available and relevant to each property being evaluated.

Property Evaluation

GPA will prepare a State of California Department of Parks and Recreation inventory form (DPR523 A – Primary Record and BSO form) for each building, structure or object that is more than 45 years old that is within any of the five interchange study areas. The DPR forms will include a photograph and description of the property, description of alterations, ownership information, and an assessment of integrity. The BSO form will include an evaluation of the property against the criteria for the National Register of Historic Places and the California Register of Historical Resources and will assign a recommended status code.

Existing Conditions Report

GPA will prepare a summary of the results of these studies in the Historic Resources Existing Conditions Report, which will discuss each of the five interchange study areas separately. The summary will include a discussion of the study methodology, regulatory requirements, existing setting and resources, research results, supporting maps. The report will also outline any future surveys, analysis, and consultations that may be required with resource agencies to obtain project approvals and environmental permits. Relevant attachments will be included.

Deliverables: *One electronic copy and up to three hard copies of the Historic Resources Existing Conditions Report; monthly progress report*

III. ASSUMPTIONS

This scope has been prepared based on the following assumptions:

- GPA will discuss each resource area in separate documents; each of the would be discussed separately in each report.
- The scope provided does not include analysis related to the National Environmental Policy Act (NEPA). If analysis related to NEPA is required, an additional scope of work would be prepared.
- If the project is revised in a manner that results in additional efforts to analyze an expanded study area, an additional scope of work would be prepared.
- An adequate level of information will be provided on the project design to delineate a study area for each interchange that will be sufficient for the Existing Conditions Reports.
- Site access will be provided to allow surveys to be conducted within the entire study area for each of the five interchanges.
- An appropriate level of design will be provided to develop project mapping.
- Focused special-status species surveys are not included in this scope of work.
- No more than 14 inventory forms will be required for the historic resource studies.
- The records search boundary includes a 1-mile buffer around all project components.
- No more than three archaeological resources will be found during survey, and archaeological evaluations are not included in this scope of work.
- Rights of entry and Caltrans Encroachment Permit will be provided by the City or KHA.

Project Budget:

Lancaster SR 138/SR 14 Interchange Improvements

January 27, 2015

Activity ID	Employee	Hours/Units	Rate	Amount	Task Subtotal
Task 1.A: Communities and Neighborhoods					
	Richard Galvin - Principal Env. Planner	24.00	$210.00	$5,040.00	
	Erinn Peterson - Senior Environmental Planner	80.00	$150.00	$12,000.00	
	Marieka Schrader - Senior Biologist/Env. Planner	8.00	$150.00	$1,200.00	
	Sheri Mayta - Assoc. Biologist/GIS Analyst	96.00	$110.00	$10,560.00	
	Mandy Jones - Assoc. Env. Planner	192.00	$90.00	$17,280.00	
	Task Subtotal	**400.00**			**$46,080.00**
Task 1.B: Biological Resources					
	Richard Galvin - Principal Env. Planner	24.00	$210.00	$5,040.00	
	Erinn Peterson - Senior Environmental Planner	8.00	$150.00	$1,200.00	
	Marieka Schrader - Senior Biologist/Env. Planner	24.00	$150.00	$3,600.00	
	Stan Glowacki - Senior Biologist	100.00	$150.00	$15,000.00	
	Jennifer Morrison - Associate Biologist	128.00	$110.00	$14,080.00	
	Jeanne Ogar - Assoc. Env. Planner	48.00	$110.00	$5,280.00	
	Sheri Mayta - Assoc. Biologist/GIS Analyst	120.00	$110.00	$13,200.00	
	Task Subtotal	**452.00**			**$57,400.00**
Task 1.D: (Optional) Historic Resources					
	Richard Galvin - Principal Env. Planner	24.00	$210.00	$5,040.00	
	Andrea Galvin - Principal Arch. Historian	12.00	$180.00	$2,160.00	
	Erinn Peterson - Senior Environmental Planner	8.00	$150.00	$1,200.00	
	Laura O'Neill - Senior Architectural Historian	160.00	$150.00	$24,000.00	
	Marieka Schrader - Senior Biologist/Env. Planner	8.00	$150.00	$1,200.00	
	Task Subtotal	**212.00**			**$33,600.00**
	Total Services	**1,064.00**			**$137,080.00**

Expense Budget:	Units	Amt	Mkup	
SRI (Task 1.C - SRI Archaeological Resources)	1.00	$15,568.00	10%	$17,124.80
Report Copies	15.00	$15.00		$225.00
Lodging	16.00	$210.00		$3,360.00
Mileage	1,020.00	$0.56		$571.20
Research Fees (GIS/Census Data)	1.00	$800.00		$800.00
Research Fees (Task 1.C - SRI Archaeological Resources)	1.00	$5,000.00		$5,000.00
Total Expenses				**$27,081.00**

Total Service:	**$137,080.00**
Total Expense:	**$27,081.00**
Grand Total:	$164,161.00

ADDITIONAL AUTHORIZATION NO. 1

TASK 1, ITEM 4
CORRIDOR AESTHETICS PROPOSAL

Kimley»Horn

June 11, 2014

Ms. Marissa Diaz, P.E.
Senior Civil Engineer
Public Works Capitol Engineering Group
City of Lancaster
Lancaster, CA

RE: Aesthetic Framework Guidelines - Measure R Program Interchanges

Dear Marissa,

As we have discussed over the past few months, we propose to complete a study to develop Aesthetics Framework Guidelines for the City of Lancaster (City) Measure R Program Interchange Projects and adjacent corridors. This effort is intended to provide the framework for the projects that will be developed as part of these interchange projects as well as other corridor improvement projects that will follow.

Once developed, the guidelines will be provided to each interchange design team for use during the development and implementation of the individual projects. This corridor wide approach will provide efficiencies and consistent themes and techniques that will be used by all the design teams. We will work with Caltrans to gain approval of the framework concepts in order to reduce the repetition of completing these studies and approvals for each individual project, which will reduce the required submittals, reviews and approvals by Caltrans.

We propose to have Sargent Town Planning complete these Framework Guidelines. They have unique qualifications and have worked with the City in developing the City's Corridor Plan and improvements along Lancaster Boulevard. This knowledge and understanding of the City goals and objectives will help maintain consistency with previous City studies and plans and will provide consistent direction for projects moving forward.

The cost of the study will not exceed $48,450 and will be completed per the scope of services provided in the attached proposal by Sargent Town Planning.

Please let me know if you have any questions or need any additional information.

Sincerely,
Kimley-Horn and Associates, Inc.

Robert D. Blume, P.E.
Consultant Program Manager

SARGENT TOWN PLANNING

9 May 2014

Bob Blume
Transportation Program Manager
City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534

Re: Highway 138 Corridor Framework
Lancaster, California

Dear Bob:

Per our phone conversations over the past few weeks, Sargent Town Planning is pleased to provide this proposal to provide conceptual urban design services to the City of Lancaster. We propose to collaborate with you and City staff in defining a conceptual vision plan and urban design framework for the 14/138 freeway and freeway interchanges within the City of Lancaster, with some limited consideration of the arterial street segments adjacent and connecting to those interchanges. We propose to document that design vision and framework in the form of a concise Freeway Corridor Framework that will help City staff to guide and coordinate the design of current and future public improvements throughout the Corridor.

The team we propose to assign to this work is the same team the City is accustomed to, including our internal staff and David Schneider, consulting landscape architect. This work will draw upon the Draft Corridors Plan produced by this team in collaboration with City staff, and on further discussion and collaboration with you and City staff. We outline below our proposed approach to this task, a description of the proposed deliverables, and an estimate of the associated professional fees.

Scope of Project

The Highway 14/138 Corridor is the primary regional approach and entry to the City for most visitors, and has the potential to not only create a strong and positive first impression, but also to help guide and direct visitors to destinations throughout the City. In its current form the corridor is not performing those functions at a high level, and transforming the design character of these large spaces will require large-scale design interventions. The funding currently available to the City for transportation improvements to several of those interchanges offers an opportunity to construct new infrastructure at such a significant scale.

We understand that the current funding allocations will be devoted mainly to transportation improvements, and that a key element of the City's strategy in preparing this Framework is to:

1. Define a corridor wide framework, context and general design themes, within which future designs for each freeway segment and each interchange node – through their basic design and including both near-term and potential future design enhancements – will present an image and identity that is both unique to its place and functional requirements, and that contributes to a coherent design and image of Lancaster's 138 corridor as a whole.

2. Describe in general terms the urban context within which each interchange will operate, suggesting general parameters for the image and role of each.

3. Define a recommended vocabulary and palette of design enhancement types for the corridor, to help guide the design of near-term transportation improvements as well as future improvement projects and additional design enhancements as resources become available.

Proposed Scope of Services

We propose to work closely and collaboratively with City staff to produce the Freeway Corridor Framework in a relatively short period of time. We suggest the following approach and tasks.

1. **Kickoff Meeting:** We would meet with you and Engineering Department staff, along with any other interested parties invited by you, to review the main objectives and parameters for the Corridor Framework. We suggest that the agenda for the meeting might include:

    a. Presentation by City staff of current and upcoming improvement projects within the Corridor, your and engineering staff's initial assessment of key related opportunities for community image and design enhancements.

    b. A brief review of design concepts from the Draft Corridors Plan that may be applicable to the 138 Corridor Framework.

    c. A discussion of the anticipated role of each interchange, and high-level goals and initial visions for them.

    d. Visual materials to support this conversation could include a short PowerPoint presentation of key elements from the Draft Corridors Plan, any materials provided by the City, and Google maps on the screen.

    Deliverables: PowerPoint presentation, if so requested.

2. **Corridor Design Concepts:** Based on the input received in the kickoff meeting and on the previous Corridors Plan work, our team will work rapidly over the course of a week to prepare a series of diagrams, illustrative sketches and photographs of examples of freeway and interchange designs from other communities. The intent of these materials will be to suggest design themes and components for consideration in establishing a palette and theme for the Corridor. These are expected to include:

    a. Concepts for enhancing bridges, walls and other structural elements of existing and future interchanges and overcrossings.

    b. Landscape concepts and strategies for application to a range of conditions throughout the corridor, including banks sloping up and down from the freeway, interchanges, the Amargosa Wash, and other abutting spaces.

    c. An overall palette of landscape types and materials that reflect Lancaster's unique geography and climate, aimed at both variation and cohesion.

    d. For each interchange, a context description and diagram identifying general design considerations for the area surrounding the interchange.

    e. Suggestions for the integration of some of the initial branding and wayfinding graphic system outlined in the Corridors Plan, focused on opportunities to integrate these with other design concepts and elements.

f. Two or three potential overall design themes for consideration and discussion.

Deliverables: Design concepts summary PowerPoint presentation.

3. **Review Meeting:** We will attend a second meeting in Lancaster, to review the Draft Framework materials with you and City staff. Goals for this meeting would include the review and discussion of the alternatives developed in Task 2, and the identification of the preferred themes, elements and design palettes. We anticipate that discussion will be focused on implementation techniques and challenges, to help inform the organization, content and format of the Draft Corridor Framework as a useful and effective implementation tool.

   Deliverables: Meeting notes.

4. **Draft Corridor Framework:** Based on the discussion and direction in Task 3, we will organize the agreed upon concepts, diagrams, design element types, and coordination procedures into a Draft 138 Corridor Framework document. The document will be simply formatted, including diagrams and sketched, photographs of examples of recommended design elements, and short narrative descriptions of general design intent. As discussed and agreed in Task 3, the document will include recommendations for design review and coordination procedures that may be employed by City staff as they manage the upcoming interchange design projects and the engineering teams responsible for each. We expect, subject to your agreement, that the Corridor Framework would include:

   a. Diagrams, short narratives and illustrations - primarily photographs – describing the overall vision and major design themes for the 138 Corridor.

   b. Descriptions and illustrations of the primary design elements expected to contribute to the Corridor, including but not limited to landscape types, wall and bridge types, graphic elements, and potentially public art elements.

   c. Implementation recommendations and suggestions related to the coordination and integration of individual improvement projects.

   Deliverables: Draft 138 Corridor Framework

5. **Corridor Framework Report:** When the City has had an opportunity to review the Draft Corridor Framework, we will meet with City staff to review and discuss all questions and comments. Based on that meeting we will make minor graphic and editorial changes as requested, and will deliver the 138 Corridor Framework report to you.

   Deliverables: 138 Corridor Framework Report, in high resolution PDF format.

Proposed Schedule and Professional Fees

We propose to provide these services within the months of June, July and August– assuming authorization to proceed by the 10th of June – for the fees outlined below. The fees are based on our customary billing rates, on which our fees for any requested additional services – if authorized in advance in writing – would be based.

		Principal	Senior Urban Planner	Senior Urban Designer	Principal Landscape Architect	Urban Designer	Task Subtotals
Task		$190	$160	$160	$180	$130	
1	Kickoff Meeting	4	4		4		$2,120
2	Design Concepts	16	16	32	32	32	$20,640
3	Review Meeting	4	4		4		$2,120
4	Draft Corridor Framework	12	32		4	24	$11,240
5	Corridor Framework Report	8	16		4	24	$7,920
	Professional Fee Subtotal	$8,360	$11,520	$5,120	$8,640	$10,400	$44,040

Schedule of Hourly Rates

Principal $190

Senior Urban Planner/Project Manager $160

Senior Urban Designer $160

Principal Landscape Architect $180

Urban Designer/Landscape Architect $130

Reimbursable Expenses

We propose to absorb the minimal costs of travel to and from Lancaster and printing of any hard copy progress drafts for internal use as overhead. To save paper and cost we propose to provide deliverables to the City in electronic form, either PowerPoint or high quality PDFs for printing. We will be glad to provide hard copies, if requested, at our in-house printing rates, which are generally lower than commercial printing houses, and of comparable quality.

If you have any questions or comments on this proposal, please do not hesitate to contact me at any time. We appreciate this opportunity to offer our services to the City of Lancaster and look forward to working with you on this interesting assignment.

Sincerely,

SARGENT TOWN PLANNING, INC.

David Sargent, President

ADDITIONAL AUTHORIZATION NO. 1

TASK 1, ITEM 5
PUBLIC OUTREACH PROPOSAL

Kimley»Horn

February 10, 2015

Ms. Marissa Diaz, P.E.
Senior Civil Engineer
Public Works Capitol Engineering Group
City of Lancaster
Lancaster, CA

RE: Outreach Program Phase 1 - Measure R Program Interchanges

Dear Marissa,

As we have been discussing over the past few months, we propose to approach the outreach efforts on an overall corridor basis for the City of Lancaster Measure R Program Interchange Projects. This will provide a consistent approach to the outreach for each project and provide an opportunity to collectively present the program to various stakeholders. Following our meeting in mid-December, Baker/RBF put together the attached proposal based on the feedback provided.

The initial phase of the proposed outreach program includes the following elements:

- Kickoff Meeting with City
- Project Branding and Messaging
- Public Participation Plan
- Project Website
- Project Informational Brochure
- Informational "Roadshow" Presentations
- Stakeholder Workshops (one scoping meeting for each project)
- Support to the Website answering questions
- Management and Coordination

We propose to have Baker/RBF manage the program outreach as outlined in their proposal. Susan Harden will lead the effort and is very familiar with the City of Lancaster through her previous work for the City and has committed to be the point of contact for the outreach program.

The cost of this first phase of the program will not exceed $66,000 and will be completed per the scope of services provided by Baker/RBF in the attached proposal.

Please let me know if you have any questions or need any additional information.

Sincerely,
Kimley-Horn and Associates, Inc.

Robert D. Blume, P.E.
Consultant Program Manager

SR-138 Capacity Enhancements | *Phase 1 Public Outreach Scope*

• Avenue G • Avenue J • Avenue K • Avenue L • Avenue M •

The following draft scope of work provides key tasks necessary to initiate the public outreach for the SR-138 Capacity Enhancements. It includes a public participation plan, public information tools, stakeholder workshops, and outreach coordination. A final task and associated fee allows for additional public involvement activities that may not be specifically described in the scope of work.

Task 1: Kick-off Meeting

The RBF Outreach team will facilitate an interactive kick-off meeting with City staff, project team members, Caltrans and others to discuss the corridor outreach process and approach. During the meeting, a thorough stakeholder analysis will be initiated and the Phase 1 outreach program and schedule will be discussed.

Key objectives of this meeting are to:

- Initiate a stakeholder analysis
- Review scope of work, deliverables, and schedule
- Discuss design and type of outreach materials
- Outline draft outreach plan and schedule
- Discuss project branding and messaging
- Begin development of the Public Participation Plan

Task 1 Deliverables

- Meeting notes

Task 2: Project Branding & Messaging

Using an eye-catching design formatted for print and online, the RBF Team will develop three (3) draft logos for staff review. Additionally, RBF will prepare a draft "elevator speech" and key talking points for the SR 138 project. The talking points will be developed with input from City staff and the project team to ensure consistent messaging. The RBF Team will refine one logo/brand for use during the outreach process and finalize talking points/message with input from the project team, and present back to the City.

Task 2 Deliverables

- Three (3) draft logos and branding theme
- One (1) final logo and branding theme
- Project talking points / message

Task 3: Draft Public Participation Plan

Incorporating information from the kick-off meeting, the RBF Team will draft a comprehensive Public Participation Plan for Phase 1. The Plan will include elements necessary for the RBF Team and the project team to ensure active public participation and awareness. The Public Participation Plan will include, at a minimum:

- Stakeholder analysis
- Notification strategies
- Outreach activities
- Schedule
- Responsibilities
- Social media and local media strategy
- Media contacts and strategy (as determined with the City Communications)
- Language translation and interpretation needs

Task 3 Deliverables

- Draft Public Participation Plan
- Final Draft Public Participation Plan

Task 4: Project Website

The RBF Team will design and host a website that provides 24-hour access to information about the SR-138 Capacity Enhancements. The website design will utilize the branding and messaging determined in Task 2 and may include the following sections:

- About the Project
- Project Goals
- Latest News
- Project Team
- Get Involved
- Documents/Information
- Subscribe
- Contact

RBF will work with the project team in designing the structure and providing content. The site will be updated as necessary to reflect new materials and updates. In addition to a written description of the project, a simple informational video describing the interchange enhancements and the goals of the project will be embedded on the website. This video may include a narrated flyover using Google Earth, photographs, and interview excerpts with the mayor and/or other city officials. The community will also be invited to subscribe to email updates.

Task 4 Deliverables

- One (1) draft website mockup
- One (1) revised website design mock-up
- One (1) final website design

Task 5: Project Informational Brochure

The RBF Team will prepare an informational brochure describing the SR-138 project, highlighting unique features of each interchange enhancement. The piece will be developed to be used throughout the process and will include the project website and contact information. It will be available for download on the website, while copies of the brochure can be distributed at informational meetings and be available at public locations such as City Hall and the Library.

Task 5 Deliverables

- One (1) draft PDF brochure
- One (1) final PDF brochure

Task 6: Informational "Roadshow" Presentations

Using a "go to them" strategy, RBF will host up to ten (10) informational "roadshow" presentations with organized groups based on the stakeholder analysis. The level of outreach required for each interchange will vary, but the "roadshows" could include major shopping centers like the Antelope Valley Center Shopping Center, cultural and social stakeholders like the Antelope Valley Fair and the Rotary Club, hospitals including the Antelope Valley Hospital, and schools and colleges in the area.

A short PowerPoint and/or set of display boards and handouts (a.k.a. the "roadshow") will be prepared for use at these meetings, and made available for staff use at additional meetings if desired.

Task 7 Deliverables

- One RBF staff providing up to ten (10) presentations
- PowerPoint presentation
- Display boards and handouts

Task 8: Stakeholder Workshops (5)

RBF will host five (5) environmental scoping meetings or focused workshops for the community to have the opportunity to consult on the environmental impacts of each interchange capacity enhancement before the draft EIR is created. The scoping meetings are part of a process of defining and refining the scope of an environmental impact report (EIR) and the alternatives to be investigated. Affected property owners and other stakeholders can provide detailed comments about issues pertaining to their properties. For example, stakeholders can provide information on sensitive environmental features in the project area; suggest alternatives to be evaluated; or help identify construction constraints.

Task 8 Deliverables

- Five (5) public notices and / or flyer
- Five facilitated public meetings

Scope of Work

SR-14(SR-138)/Avenue J Interchange Improvements
Project Study Report – Project Development Support

Background

The project study area is in City of Lancaster and includes SR-138(SR-14) between Lancaster Boulevard and Avenue J-8, Avenue J between 15th Street West and 25th Street West, and 22nd Street West from Avenue J to Avenue J-4.

The purpose of this project is to reduce congestion and improve operational capacity at the SR-138/Avenue J Interchange and the surrounding local streets, while providing a more appealing environment for pedestrians and bicyclist as well as other context sensitive solutions such as improved way-finding.

In October 2014, Caltrans agreed to a more streamlined approach to complete the PSR-PDS for the City of Lancaster projects funded through construction for SR-138(SR-14). Caltrans also provided a copy of a recently approved PSR-PDS as an example, which contained a "mini-PEAR" and an abbreviated SWDR format.

Scope of Work

Task 1. Project Management

Kimley-Horn & Associates and its subconsultants (Kimley-Horn) will provide project management for the duration of the project, and coordinate with Metro, Caltrans and other key stakeholders. Kimley-Horn will attend a project kick-off meeting with City of Lancaster and Caltrans, and monthly progress meetings to coordinate work. Deliverables will include:

- Monthly invoices with progress reports
- Project schedule and any updates
- Agendas and meeting notes for the kick-off and monthly progress meetings

Task 1 assumptions:

- 6-month schedule from NTP to Caltrans' approval of PSR-PDS

Task 2. Data Collection

Kimley-Horn will assemble and review existing information and resource material available for the project, including as-built drawings, aerial photographs and mapping, right of way and utility maps, and technical studies prepared by Caltrans or other agencies. Perform field reviews to document the condition of the existing roadways and design constraints.

Deliverables will include:

- Technical memorandum summarizing existing information and resource material and a description of the existing facility

Task 3. Purpose and Need

Kimley-Horn will prepare a draft Purpose and Need statement for the project team's review based on the operational deficiencies with the existing roadways as well as the City's future plan for the project study area. Kimley-Horn will include a description of operational deficiencies on the SR-138 mainline, SR-138 ramps at Avenue J and Avenue J-8, and local streets within the project study area using available traffic data (refer to Task 4 for related work).

Deliverables will include:

- Draft Purpose and Need Statement

Task 4. Preliminary Traffic Evaluation

Kimley-Horn will coordinate with City or City's traffic consultant on the development of the required traffic operational analysis in both existing and Year 2040 conditions. Kimley-Horn will review available traffic operational analysis and prepare a description of operational deficiencies on the existing facilities within the project study area.

Deliverables will include:

- Technical memorandum summarizing operational deficiencies on the existing facility

Task 4 assumptions:

- City of provide traffic operational analysis in the existing condition and Year 2040 condition for freeway mainline, ramp merges and diverges, weaving sections and intersections within the project study area
- No need to prepare the Traffic Engineering Performance Assessment (TEPA) checklist

Task 5. Alternatives Development

Kimley-Horn will develop alternatives that address the purpose and need and can be carried forward to the PA&ED phase. Schematic layout maps and typical cross-sections will be prepared for each build alternatives for the project team to review. Below is a list of potential improvements based on our understanding of the project scope:

- New southbound on-ramp from Avenue J
- New northbound off-ramp to Avenue J
- Modification to southbound on-ramp from Avenue J-8
- Modification to northbound off-ramp to 20th Street West
- Improved intersection control at ramp termini on Avenue J and J-8 (such as signals, roundabouts, etc.)
- Widening of 20th Street West Overcrossings and Avenue J-8 Overcrossings to accommodate ramp additions at Avenue J and Avenue J-8 Interchanges
- Improved pedestrian and bike access within the project study area, including a new Class I Bike Path along the Amargosa Creek between Lancaster Boulevard and Avenue J-8, and closure of sidewalk gaps on Avenue J
- Landscaping and possible raised median on 22nd Street West
- Landscaping within interchanges
- Improved way-finding
- Drainage improvements to meet agency requirements

- Other context sensitive solutions within the project study area

Deliverables:

- Schematic layout maps and typical cross-sections for each build alternative

Task 5 assumptions:

- Up to 3 Build Alternatives will be developed

Task 6. PSR-PDS Preparation

Kimley-Horn will prepare a description for each build alternatives that will be carried forward in the PA&ED phase. The resources or costs needed to complete the PA&ED phase of the project will be identified.

Kimley-Horn will evaluate each build alternative and identify nonstandard design features if applicable. A design standard risk assessment will be prepared as needed to assess the probability of obtaining approval from Caltrans on the nonstandard design feature.

Attachments to the report will include:

- Location and/or vicinity map
- Schematic maps of project alternatives
- Typical cross sections
- Capital Outlay Project Estimate
- Mini-PEAR (refer to Task 7 for scope of work)
- Right of Way Conceptual Cost Estimate Component
- Risk Register
- An abbreviated Stormwater Data Report: document site data and storm water quality design issues, including a preliminary discussion of evaluation of design pollution prevention BMPs and treatment BMP strategy.

Task 6 assumptions:

- Transportation Planning Scoping Information Sheet not needed
- TEPA not needed
- Division of Engineering Services PSR-PDS Scoping Checklist not needed
- PSR-PDS Survey Needs Questionnaire not needed

Task 7. Mini-Preliminary Environmental Analysis Report (Mini-PEAR)

Kimley-Horn will prepare a Mini-PEAR to identify environmental issues, constraints, technical studies and corresponding resource needed to complete the PA&ED phase. Findings provided by this report are approximate and based on a review of existing records, databases and mapping tools to estimate the potential for probable environmental effects.

Task 7 assumptions:

- PEAR Technical Summaries typically required for a full PEAR are not needed

SR-138(SR-14)/Avenue J Interchange Improvements

Draft Fee Proposal

Kimley»Horn

Task Description	Project Manager	Sr Roadway Engineer	Sr Traffic Engineer	Analyst	Clerical	Total Hours	KHA Fees	KHA ODC's	GPA Fees with 10% Markup	Total Fees
Billing rate	$ 210	$ 146	$ 168	$ 110	$ 85			5%		
1.0 PROJECT MANAGEMENT	78	15	15	0	48	156	$ 25,170	$ 1,259	$ -	$ 26,429
Project Management	48				48	96	$ 14,160	$ 708	$ -	$ 14,868
Meetings	30	15	15			60	$ 11,010	$ 551	$ -	$ 11,561
2.0 DATA COLLECTION	16	16	0	80	20	132	$ 16,196	$ 810	$ -	$ 17,006
Field Review	8	8		40		56	$ 7,248	$ 362	$ -	$ 7,610
Assemble and Review Existing Info	8	8		40	20	76	$ 8,948	$ 447	$ -	$ 9,395
3.0 PURPOSE AND NEED	30	0	20	0	0	50	$ 9,660	$ 483	$ -	$ 10,143
Draft P&N Statement	20		10			30	$ 5,880	$ 294		$ 6,174
Final P&N Statement	10		10			20	$ 3,780	$ 189	$ -	$ 3,969
4.0 PRELIMINARY TRAFFIC EVALUATION	20	0	80	0	0	100	$ 17,640	$ 882	$ -	$ 18,522
Coordinate with City and City's Consultant on Traffic An	10		40			50	$ 8,820	$ 441	$ -	$ 9,261
Review Analysis and Summarize Deficiencies	10		40			50	$ 8,820	$ 441	$ -	$ 9,261
5.0 ALTERNATIVES DEVELOPMENT	30	90	50	520	0	690	$ 85,040	$ 4,252	$ -	$ 89,292
Base Map (aerial and R/W)				40		40	$ 4,400	$ 220	$ -	$ 4,620
Draft Geometric Layout and Typ X-sections (3 Alts)	20	80	40	400		540	$ 66,600	$ 3,330	$ -	$ 69,930
Final Geometric Layout and Typ X-sections (3 Alts)	10	10	10	80		110	$ 14,040	$ 702	$ -	$ 14,742
6.0 PSR-PDS PREPARATION	45	80	15	290	20	450	$ 57,250	$ 2,863	$ -	$ 60,113
Capital outlay cost estimate	5	10	10	80		105	$ 12,990	$ 650	$ -	$ 13,640
Right of way estimate	5	10		20		35	$ 4,710	$ 236	$ -	$ 4,946
Risk register	10	10		10		30	$ 4,660	$ 233	$ -	$ 4,893
Mini SWDR	5	10		40		55	$ 6,910	$ 346	$ -	$ 7,256
Draft PSR-PDS Report	10	20	5	80	10	125	$ 15,510	$ 776	$ -	$ 16,286
Revised Draft PSR-PDS Report	5	10		40	5	60	$ 7,335	$ 367	$ -	$ 7,702
Final PSR-PDS Report	5	10		20	5	40	$ 5,135	$ 257	$ -	$ 5,392
7.0 Mini PEAR	5	0	0	0	0	5	$ 1,050	$ 53	$ 15,472	$ 16,574
Mini PEAR	5					5	$ 1,050	$ 53	$ 15,472	$ 16,574
TOTAL ALL TASKS	224	201	180	890	88	1583	$ 212,006	$ 10,600	$ 15,472	$ 238,078

02/11/2015

ADDITIONAL AUTHORIZATION NO. 1

TASK 2, ITEM 2
PLANNING PHASE SERVICES
AVENUE L INTERCHANGE PROPOSAL

Scope of Work

SR-14/(SR-138)/Avenue L Interchange Improvements

Project Study Report – Project Development Support

Background

The project study area is in City of Lancaster and includes SR-138(SR-14) between Avenue K-8 and Avenue L-8, and Avenue L between 10th Street West and 15th Street West.

The purpose of this project is to reduce congestion and improve operational capacity at the SR-138/Avenue L Interchange and the surrounding local streets, while providing a more appealing environment for pedestrians and bicyclist as well as other context sensitive solutions such as improved way-finding.

In October 2014, Caltrans agreed to a more streamlined approach to complete the PSR-PDS for the City of Lancaster projects funded through construction for SR-138(SR-14). Caltrans also provided a copy of a recently approved PSR-PDS as an example, which contained a "mini-PEAR" and an abbreviated SWDR format.

Scope of Work

Task 1. Project Management

Kimley-Horn & Associates and its subconsultants (Kimley-Horn) will provide project management for the duration of the project, and coordinate with Metro, Caltrans and other key stakeholders. Kimley-Horn will attend a project kick-off meeting with City of Lancaster and Caltrans, and monthly progress meetings to coordinate work. Deliverables will include:

- Monthly invoices with progress reports
- Project schedule and any updates
- Agendas and meeting notes for the kick-off and monthly progress meetings

Task 1 assumptions:

- 6-month schedule from NTP to Caltrans' approval of PSR-PDS

Task 2. Data Collection

Kimley-Horn will assemble and review existing information and resource material available for the project, including as-built drawings, aerial photographs and mapping, right of way and utility maps, and technical studies prepared by Caltrans or other agencies. Perform field reviews to document the condition of the existing roadways and design constraints.

Deliverables will include:

- Technical memorandum summarizing existing information and resource material and a description of the existing facility

Task 3. Purpose and Need

Kimley-Horn will prepare a draft Purpose and Need statement for the project team's review based on the operational deficiencies with the existing roadways as well as the City's future plan for the project study area. Kimley-Horn will include a description of operational deficiencies on the SR-138 mainline, SR-138 ramps at Avenue L, and local streets within the project study area using available traffic data (refer to Task 4 for related work).

Deliverables will include:

- Draft Purpose and Need Statement

Task 4. Preliminary Traffic Evaluation

Kimley-Horn will coordinate with City or City's traffic consultant on the development of the required traffic operational analysis in both existing and Year 2035 conditions. Kimley-Horn will review available traffic operational analysis and prepare a description of operational deficiencies on the existing facilities within the project study area.

Deliverables will include:

- Technical memorandum summarizing operational deficiencies on the existing facility

Task 4 assumptions:

- City of provide traffic operational analysis in the existing condition and Year 2035 condition for freeway mainline, ramp merges and diverges, weaving sections and intersections within the project study area
- No need to prepare the Traffic Engineering Performance Assessment (TEPA) checklist

Task 5. Alternatives Development

Kimley-Horn will develop alternatives that address the purpose and need and can be carried forward to the PA&ED phase. Schematic layout maps and typical cross-sections will be prepared for each build alternatives for the project team to review. Below is a list of potential improvements based on our understanding of the project scope:

- Realignment of all four on-ramps from Avenue L to eliminate high speed entrance ramp geometry.
- Modifications to Avenue L approaching ramp termini
- Roundabout at ramp termini on Avenue L.
- Improved pedestrian and bike access within the project study area
- Improved way-finding
- Drainage improvements to meet agency requirements
- Other context sensitive solutions within the project study area

Deliverables:

- Schematic layout maps and typical cross-sections for each build alternative

Task 5 assumptions:

- Up to 3 Build Alternatives will be developed

Task 6. PSR-PDS Preparation

Kimley-Horn will prepare a description for each build alternatives that will be carried forward in the PA&ED phase. The resources or costs needed to complete the PA&ED phase of the project will be identified.

Kimley-Horn will evaluate each build alternative and identify nonstandard design features if applicable. A design standard risk assessment will be prepared as needed to assess the probability of obtaining approval from Caltrans on the nonstandard design feature.

Attachments to the report will include:

- Location and/or vicinity map
- Schematic maps of project alternatives
- Typical cross sections
- Capital Outlay Project Estimate
- Mini-PEAR (refer to Task 7 for scope of work)
- Right of Way Conceptual Cost Estimate Component
- Risk Register
- An abbreviated Stormwater Data Report: document site data and storm water quality design issues, including a preliminary discussion of evaluation of design pollution prevention BMPs and treatment BMP strategy.

Task 6 assumptions:

- Transportation Planning Scoping Information Sheet not needed
- TEPA not needed
- Division of Engineering Services PSR-PDS Scoping Checklist not needed
- PSR-PDS Survey Needs Questionnaire not needed

Task 7. Mini-Preliminary Environmental Analysis Report (Mini-PEAR)

Kimley-Horn will prepare a Mini-PEAR to identify environmental issues, constraints, technical studies and corresponding resource needed to complete the PA&ED phase. Findings provided by this report are approximate and based on a review of existing records, databases and mapping tools to estimate the potential for probable environmental effects.

Task 7 assumptions:

- PEAR Technical Summaries typically required for a full PEAR are not needed

SR-138(SR-14)/Avenue L Interchange Improvements

Draft Fee Proposal

Kimley»Horn

Task Description	Project Manager	Sr Roadway Engineer	Sr Traffic Engineer	Analyst	Clerical	Total Hours	KHA Fees	KHA ODC's	GPA Fees with 10% Markup	Total Fees
Billing rate	$ 210	$ 146	$ 168	$ 110	$ 85			5%		
1.0 PROJECT MANAGEMENT	78	15	15	0	48	156	$ 25,170	$ 1,259	$ -	$ 26,429
Project Management	48				48	96	$ 14,160	$ 708	$ -	$ 14,868
Meetings	30	15	15			60	$ 11,010	$ 551	$ -	$ 11,561
2.0 DATA COLLECTION	16	16	0	80	20	132	$ 16,196	$ 810	$ -	$ 17,006
Field Review	8	8		40		56	$ 7,248	$ 362	$ -	$ 7,610
Assemble and Review Existing Info	8	8		40	20	76	$ 8,948	$ 447	$ -	$ 9,395
3.0 PURPOSE AND NEED	30	0	20	0	0	50	$ 9,660	$ 483	$ -	$ 10,143
Draft P&N Statement	20		10			30	$ 5,880	$ 294		$ 6,174
Final P&N Statement	10		10			20	$ 3,780	$ 189	$ -	$ 3,969
4.0 PRELIMINARY TRAFFIC EVALUATION	20	0	80	0	0	100	$ 17,640	$ 882	$ -	$ 18,522
Coordinate with City and City's Consultant on Traffic An	10		40			50	$ 8,820	$ 441	$ -	$ 9,261
Review Analysis and Summarize Deficiencies	10		40			50	$ 8,820	$ 441	$ -	$ 9,261
5.0 ALTERNATIVES DEVELOPMENT	30	90	50	440	0	610	$ 76,240	$ 3,812	$ -	$ 80,052
Base Map (aerial and R/W)				40		40	$ 4,400	$ 220	$ -	$ 4,620
Draft Geometric Layout and Typ X-sections (3 Alts)	20	80	40	320		460	$ 57,800	$ 2,890	$ -	$ 60,690
Final Geometric Layout and Typ X-sections (3 Alts)	10	10	10	80		110	$ 14,040	$ 702	$ -	$ 14,742
6.0 PSR-PDS PREPARATION	45	80	15	270	20	430	$ 55,050	$ 2,753	$ -	$ 57,803
Capital outlay cost estimate	5	10	10	60		85	$ 10,790	$ 540	$ -	$ 11,330
Right of way estimate	5	10		20		35	$ 4,710	$ 236	$ -	$ 4,946
Risk register	10	10		10		30	$ 4,660	$ 233	$ -	$ 4,893
Mini SWDR	5	10		40		55	$ 6,910	$ 346	$ -	$ 7,256
Draft PSR-PDS Report	10	20	5	80	10	125	$ 15,510	$ 776	$ -	$ 16,286
Revised Draft PSR-PDS Report	5	10		40	5	60	$ 7,335	$ 367	$ -	$ 7,702
Final PSR-PDS Report	5	10		20	5	40	$ 5,135	$ 257	$ -	$ 5,392
7.0 Mini PEAR	5	0	0	0	0	5	$ 1,050	$ 53	$ 15,472	$ 16,574
Mini PEAR	5					5	$ 1,050	$ 53	$ 15,472	$ 16,574
TOTAL ALL TASKS	224	201	180	790	88	1483	$ 201,006	$ 10,050	$ 15,472	$ 226,528

02/11/2015

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is made and entered into this 23rd day of January, 2014, by and between the CITY OF LANCASTER, a municipal corporation, hereinafter referred to as OWNER, and KIMLEY-HORN AND ASSOCIATES, 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:

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the AGREEMENT.**

The parties to this AGREEMENT are:

A. OWNER: City of Lancaster.

B. CONSULTANT: Kimley-Horn and Associates, Inc.

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

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

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

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

4. **Incorporation by Reference**. The CONSULTANT'S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONSULTANT agrees to comply with all of the requirements set forth therein.

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

First:	This Document consisting of 17 pages, excluding paragraph 5
Second:	RFQ No. 574-14
Third:	The CONSULTANT'S Proposal

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

7. **Obligations of the OWNER**.

A. The total compensation to be paid by OWNER to CONSULTANT for all work and services described in Exhibit "A" is not to exceed $ 1,741,380.00. CONSULTANT'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

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

8. **Obligations of the CONSULTANT**.

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

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

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

10. **Hold Harmless and Indemnification**. CONSULTANT agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner arising out of or related to CONSULTANT'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. CONSULTANT agrees to defend OWNER, it 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	$2,000,000
Per Project General Aggregate	$5,000,000
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	$5,000,000
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	$5,000,000
General Aggregate	$5,000,000

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

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

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

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

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

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

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

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

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

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

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

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

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

PROGRAM/PROJECT MANAGEMENT SERVICES FOR MEASURE R "HIGHWAY EQUITY" PROGRAM
The Certificate Holders, as well as their officers, agents, servants, and employees are included as additional insured as respect to liability arising out of activities

performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant. (This does not apply to Professional Liability policies.)

(3) List in the "Certificate Holder" section:

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

(4) List in the "Cancellation" section:

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

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

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

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

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

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

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

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

C. No extension of time requested or granted hereunder shall entitle CONSULTANT to additional compensation unless, as a consequence of such extension, additional work must be

performed. In such event, OWNER shall in good faith consider any request for additional compensation submitted by CONSULTANT.

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

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

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

CONSULTANT warrants and represents to OWNER as follows:

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

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

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

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

22. **Resolution of Disputes**.

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

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

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

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

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

23. **Exhibits**.

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

Exhibit "A" Scope of Services

Exhibit "B" Payment Clause

24. **Governing Law**.

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

25. **Effective Date**.

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

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

"OWNER"
CITY OF LANCASTER
LANCASTER, CALIFORNIA

Approved By Department Head:

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

Dated: 1-2-14

By: _____
Mark V. Bozigian, City Manager

Dated: 1-16-14

"CONSULTANT"
Kimley-Horn and Associates, Inc.

By: Enda Melvin PE (CA PE No 49422)
Enda Melvin, Senior Vice President

Dated: 12-18-2013

ATTEST:

KHACA
03

Geri K. Bryan, CMC
City Clerk

APPROVED AS TO FORM:

ALLISON E. BURNS, ESQ.
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

Accordingly, the City requires the following services:

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

1. Program Management

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

2. Project Delivery Management

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

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

3. Project Oversight and Delivery

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

4. Project Controls

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

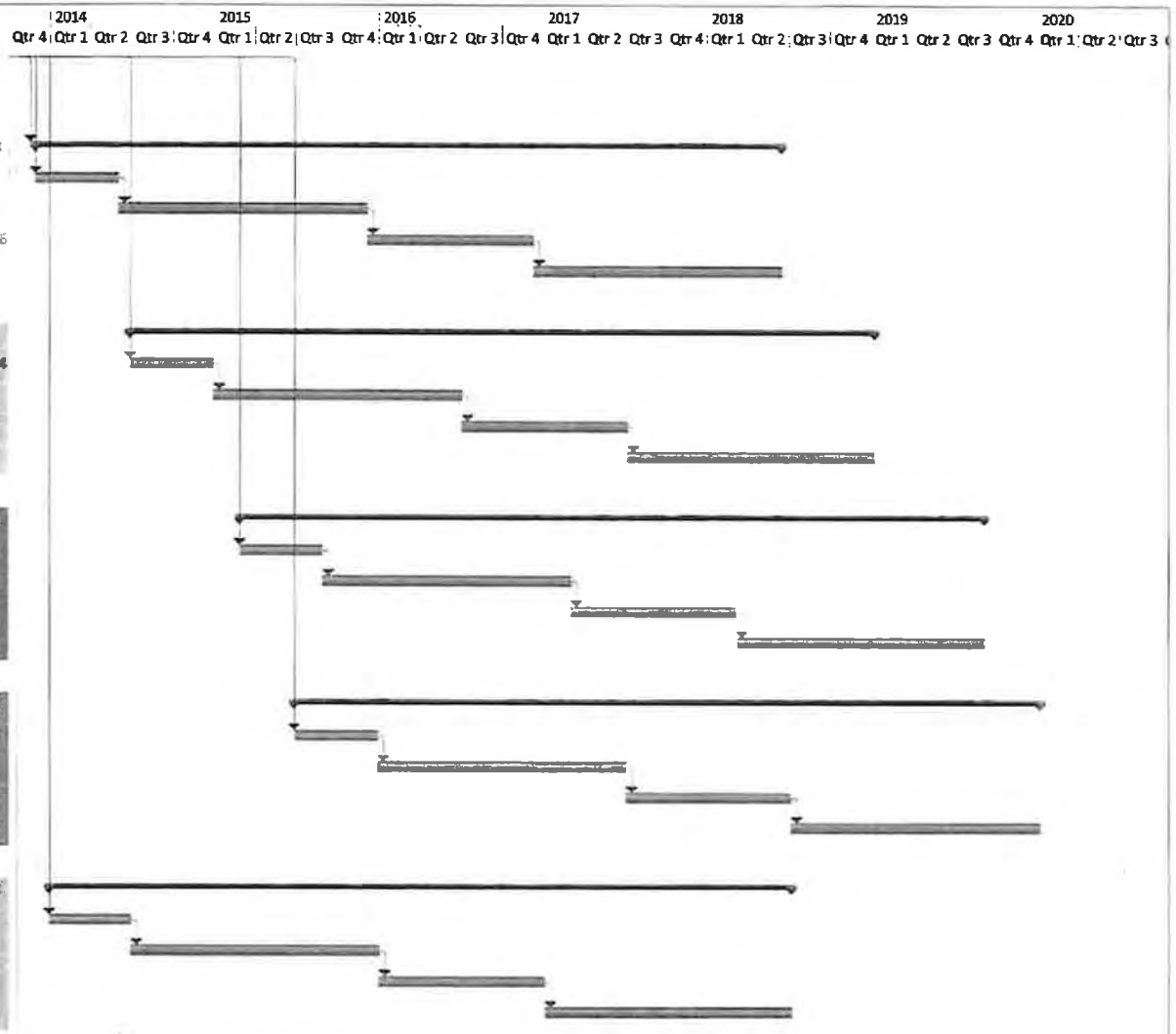
The Consultant shall develop and maintain hard-copy and electronic project filing systems, perform document management and maintain electronic records for the Program and each Project. Such records

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

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

Exhibit "A"

ID	Task Name	Duration	Start	Finish
1	Metro Board Approval SR-138 Capacity Enhancements	0 days	Wed 9/19/12	Wed 9/19/12
2				
3	SR-138 (SR-14) Avenue K Interchange	1288 days	Mon 12/2/13	Mon 6/18/18
4	PID	132 days	Mon 12/2/13	Tue 6/3/14
5	PA&ED	396 days	Wed 6/4/14	Tue 12/8/15
6	PS&E	264 days	Wed 12/9/15	Mon 12/12/16
7	Construction	396 days	Tue 12/13/16	Mon 6/18/18
8				
9	SR-138 (SR-14) Avenue G Interchange	1188 days	Tue 7/1/14	Fri 1/11/19
10	PID	132 days	Tue 7/1/14	Wed 12/31/14
11	PA&ED	396 days	Thu 1/1/15	Wed 7/6/16
12	PS&E	264 days	Thu 7/7/16	Mon 7/10/17
13	Construction	396 days	Tue 7/11/17	Fri 1/11/19
14				
15	SR-138 (SR-14) Avenue J Interchange	1188 days	Sun 3/1/15	Wed 9/11/19
16	PID	132 days	Sun 3/1/15	Mon 8/31/15
17	PA&ED	396 days	Tue 9/1/15	Tue 3/7/17
18	PS&E	264 days	Wed 3/8/17	Fri 9/8/18
19	Construction	396 days	Mon 9/10/18	Wed 3/11/20
20				
21	SR-138 (SR-14) Avenue L Interchange	1188 days	Wed 7/1/15	Mon 1/13/20
22	PID	132 days	Wed 7/1/15	Thu 12/31/15
23	PA&ED	396 days	Fri 1/1/16	Thu 7/6/17
24	PS&E	264 days	Fri 7/7/17	Mon 7/9/18
25	Construction	396 days	Tue 7/10/18	Mon 1/13/20
26				
27	SR-138 (SR-14) Avenue M Interchange	1188 days	Wed 1/1/14	Wed 7/11/18
28	PID	129 days	Wed 1/1/14	Mon 6/30/14
29	PA&ED	396 days	Tue 7/1/14	Mon 1/4/16
30	PS&E	264 days	Tue 1/5/16	Fri 1/6/17
31	Construction	396 days	Mon 1/9/17	Wed 7/11/18



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

Task | Milestone | Summary | Progress

EXHIBIT "B"

PAYMENT CLAUSE

The City of Lancaster shall reimburse the CONSULTANT for actual costs, including labor costs and employee benefits incurred by the CONSULTANT in performance of the work, an amount Not to Exceed $1,741,380.00. Actual costs shall not exceed the estimated wage rates and other costs as set forth in the CONSULTANT'S proposal. Source documentation supporting billed costs must be submitted with invoice. CONSULTANT shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed fee given. Any additional work will require a separate Authorization for Consultant Services signed by both parties.

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

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

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

Enda Melvin P.E.

Enda Melvin, Senior Vice President
Kimley-Horn and Associates, Inc. KHACA 03

Exhibit "B"

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

General Program Management Task			FY13-14		FY14-15		FY15-16		FY16-17		FY17-18		Summary	
			Hours/Yr	Costs/Yr	Hours/Yr	Costs/Yr	Hours/Yr	Costs/Yr	Hours/Yr	Costs/Yr	Hours/Yr	Costs/Yr	Hours	Costs
	KHA	1 day per week	416	$ 82,368	416	$ 82,368	416	$ 82,368	416	$ 82,368	416	$ 82,368	2080	$ 411,840
	Point C	1/2 day per month	48	$ 9,400	48	$ 9,400	48	$ 9,400	48	$ 9,400	48	$ 9,400	240	$ 47,000
	GPA	1/2 day per month	48	$ 7,392	48	$ 7,392	48	$ 7,392	48	$ 7,392	48	$ 7,392	240	$ 36,960
		Summary / Year	512	$ 99,160	512	$ 99,160	512	$ 99,160	512	$ 99,160	512	$ 99,160	2560	$ 495,800

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

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

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

SR - 138 (SR-14) Avenue L Interchange			FY13-14		FY14-15		FY15-16		FY16-17		FY17-18		Summary	
			Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
PID	KHA		0	$ -	0	$ -	188	$ 37,224	0	$ -	0	$ -	188	$ 37,224
	Point C		0	$ -	0	$ -	94	$ 18,409	0	$ -	0	$ -	94	$ 18,409
PA&ED	KHA		0	$ -	0	$ -	94	$ 18,612	188	$ 37,224	0	$ -	282	$ 55,836
	GPA		0	$ -	0	$ -	94	$ 14,476	94	$ 14,476	0	$ -	188	$ 28,952
PS&E	KHA		0	$ -	0	$ -	0	$ -	0	$ -	188	$ 37,224	188	$ 37,224
	Misc		0	$ -	0	$ -	0	$ -	0	$ -	94	$ 18,612	94	$ 18,612
		Project Sub Total	0	$ -	0	$ -	470	$ 88,721	282	$ 51,700	282	$ 55,836	1034	$ 196,237

SR - 138 (SR-14) Avenue M Interchange			FY13-14		FY14-15		FY15-16		FY16-17		FY17-18		Summary	
			Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
PID	KHA		376	$ 74,448	0	$ -	0	$ -	0	$ -	0	$ -	376	$ 74,448
	Point C		94	$ 18,409	0	$ -	0	$ -	0	$ -	0	$ -	94	$ 18,409
PA&ED	KHA		0	$ -	188	$ 37,224	188	$ 37,224	0	$ -	0	$ -	376	$ 74,448
	GPA		0	$ -	47	$ 7,238	94	$ 14,476	0	$ -	0	$ -	141	$ 21,714
PS&E	KHA		0	$ -	0	$ -	94	$ 18,612	188	$ 37,224	0	$ -	282	$ 55,836
	Misc		0	$ -	0	$ -	94	$ 18,612	94	$ 18,612	0	$ -	188	$ 37,224
		Project Sub Total	470	$ 92,857	235	$ 44,462	470	$ 88,924	282	$ 55,836	0	$ -	1057	$ 282,019

		FY13-14		FY14-15		FY15-16		FY16-17		FY17-18		Summary	
		Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
General Program Management		512	$ 99,160	512	$ 99,160	512	$ 99,160	512	$ 99,160	512	$ 99,160	2560	$ 495,800
Project PM summary		940	$ 185,713	1457	$ 277,332	2071	$ 381,143	1596	$ 306,137	470	$ 93,060	6486	$ 1,245,580
Total per FY		1452	$ 284,873	1969	$ 376,492	2583	$ 480,303	2108	$ 407,297	982	$ 192,220	9046	$ 1,741,380
	KHA sum	1166	$ 231,264	1202	$ 249,876	1732	$ 342,936	1536	$ 305,712	698	$ 138,204	6404	$ 1,267,992
	Point C sum	236	$ 46,217	424	$ 83,034	142	$ 27,809	48	$ 9,400	48	$ 9,400	858	$ 175,860
	GPA sum	48	$ 7,392	283	$ 43,582	471	$ 72,514	236	$ 36,344	48	$ 7,392	1086	$ 167,244
	PS&E Misc	0	$ -	0	$ -	188	$ 37,224	282	$ 55,836	188	$ 37,224	658	$ 130,284

Exhibit "B"

Kimley-Horn and Associates, Inc

Hourly Billing Rate Schedule

2013 Billing Rates

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

*Rates are subject to yearly escalation adjustments

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

Key Subconsultant Billing Rates:

Point C – 2013 Billing Rates:

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

GPA Consulting – 2013 Billing Rates:

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

Specialty Subconsultants:

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