

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is made and entered into this _____ day of _____, 20___, by and between the CITY OF LANCASTER, a municipal corporation, hereinafter referred to as OWNER, and STANTEC CONSULTING SERVICES, INC., hereinafter referred to as CONSULTANT.

RECITALS

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

PWCP 13-016 – AVENUE J-8 GAP CLOSURE

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: Stantec Consulting Services, 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 Development Services
 City of Lancaster
 44933 North Fern Avenue
 Lancaster, California 93534

CONSULTANT Hady Izadpanah, P.E.
 Stantec Consulting Services, Inc.
 111 East Victoria Street
 Santa Barbara, California 93101

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

4. **Incorporation by Reference.** The Request for Proposal – RFP No. 600-15 – Avenue J-8 Gap Closure and 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 30 pages excluding paragraph 5
- Second: Request for Proposal- RFP No. 600-15 – Avenue J-8 Gap Closure
- Third: 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 consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar conditions in the same or similar location, all work and services set forth in Exhibit “A”. The Director of Development Services, 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 Development Services, 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 \$130,964.50. 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, on behalf of itself, and all subcontractors, warrants that it shall perform as required by 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. **Senate Bill 854.**

SB 854 bill signed into law on June 20, 2014, established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The Department of Industrial Relations (DIR) requires all contractors and subcontractors who bid or perform work on a public works project (as defined under the Labor Code) be subject to a registration and annual renewal fee. Contractors must apply online and meet minimum qualifications to be registered as eligible to bid and work on public works projects. The requirement to list only registered

contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015. **This project shall comply with the requirement of SB 854.**

Coverage is not limited only to work performed at the construction site by the traditional construction trades, but extends broadly to workers employed “in the execution of” the public works contract.

Survey and Geotechnical Services will only need to register if the scope of services provided would require the payment of prevailing wage and be considered to be covered under the *California Labor Code*. Even though survey and geotechnical services typically are viewed as consultants and generally do not necessarily fit the term “contractor,” compliance with section SB 854 will be required by the Department of Industrial Relations (“DIR”). Essentially, if the services provided by a survey or geotechnical services firm would be considered to be covered under the applicable *California Labor Code* sections, then they should register. It should be noted that only the firm needs to register and not individual licensed design professional(s).

Attention is directed to the revisions to Labor Code Section 4. 1725.5 and Section 5. 1771.1:

A. SECTION 4.1725.5

“A contractor (consultant) must be registered pursuant to this section in order to be qualified to bid on, be listed in a bid proposal pursuant to Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work that is subject to requirements of this chapter.

(a) To qualify for registration under this section, a contractor must do all of the following:

(1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial non-refundable application fee of \$300 to qualify for registration under this section and an annual renewal fee on or before July 1st each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(2) Provide such evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Worker’s Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker who the contractor will employ to perform work that is subject to prevailing wage requirements other than a contractor who, is separately registered under this section. Coverage may be evidenced by a current and valid Certificate of Workers’ Compensation Insurance or Certification of Self-Insurance required under Section 7125 of the Business and Professions Code.

(B) Where applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages, or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local

administrative agency, including a confirmed arbitration award. However, for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months, or since the effective date of the requirements set forth in subdivision (f), whichever is shorter. For a contractor found to be in violation of the requirements of this paragraph only, the period of disqualification shall be waived if: (i) the contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months; and (ii) the contractor pays an additional non-refundable penalty registration fee of \$2,000.

- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established pursuant to Section 1771.3 and shall be used only for the purposes specified in subdivision (b) of Section 1771.3
- (c) The term “contractor,” as used in this section, shall include any subcontractor or “consultant”, as defined in Section 1722.1.
- (d) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. A contractor who inadvertently fails to pay the renewal fee may retroactively renew its registration by paying an additional non-refundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the date of the renewal fee.
- (e) The requirements of this section shall not apply with respect to any contract, which as a result of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or decision by a court that classifies, after the time at which the body awarding the contract accepts the contractor’s bid or awards the contractor a contract, the work covered by the bid or contract as a “public work,” as defined in this chapter, to which Section 1771 applies, provided that:
- (1) The body awarding the contract failed to identify as a public work, in the bid specification or in the contract documents that portion of the work that the determination or decision classifies as a “public work.”
 - (2) Within twenty (20) days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

- (3) The requirements of this section shall apply prospectively only to any bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2) of this subdivision.
- (f) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.”

B. SECTION 5.1771.1

- (a) No contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal pursuant to Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered to perform public work pursuant to Section 1725.5. It shall not be a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the public work pursuant to Section 1725.5 at the time the contract is awarded.
 - (b) Notice of this requirement shall be included in all bid invitations and public works contracts, and no bid shall be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor’s current eligibility to perform public work pursuant to Section 1725.5.
 - (c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following requirements are met: (1) the subcontractor is registered prior to the bid opening; (2) within 24 hours after the bid opening the subcontractor is registered and has paid the penalty registration fee specified in paragraph (E) of subdivision (2) of Section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
 - (d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) of this Section shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.
 - (e) The DIR shall maintain on its website a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.
 - (f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation. However, no contract for public work shall be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.
- A. This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. **This project shall comply with the requirements of SB 854.**

10. **Payment of Prevailing Wage.**

A. The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the work to be done. These rates shall be the minimum wage rates for this project. These rates are on file with the City of Lancaster and copies will be made available to any interested party upon request.

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and Section 1777.6 of the Labor Code concerning the employment of apprentices by the CONSULTANT or any subcontractor under him.

Section 1777.5, as amended, requires the CONSULTANT or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- (A) When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15% in the 90 days prior to the request for certificate; or
- (B) When the number of apprentices in training in the area exceeds a ratio of one to five; or
- (C) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
- (D) When the CONSULTANT provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The CONSULTANT is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other Contractors on the public works site are making such contributions.

The CONSULTANT and any subcontractor under them shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

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

11. **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.

12. **Hold Harmless and Indemnification.** CONSULTANT agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all losses or liabilities whatsoever, including reimbursement of reasonable Attorney's fees, incurred in to the extent arising out of CONSULTANT'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. CONSULTANT agrees to reimburse reasonable defense costs and attorney's fees of OWNER, its officers and employees, as part of damages to the extent arising from any negligent or wrongful acts, errors or omissions on the part of CONSULTANT or on the part of its employees.

13. **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 Development Services and CONSULTANT.

14. **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.

15. **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 contingent upon CONSULTANT'S receipt of payment in full for services rendered up to the date of termination. 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.

16. **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.

E. In addition, CONSULTANT may terminate this AGREEMENT upon giving OWNER ten (10) calendar days prior written notice for any of the following: (1) breach by OWNER of any material term of this AGREEMENT, including but not limited to Payment Terms; (2) transfer of ownership of the project by OWNER to any other persons or entities not a party to this AGREEMENT without the prior written agreement of the CONSULTANT; (3) material changes in the conditions under which this AGREEMENT was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes; (4) suspension of the Project or the CONSULTANT'S services by OWNER for more than ninety (90) calendar days, consecutive or in the aggregate.

17. **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.

18. **Insurance.**

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

Commercial General Liability

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Broad Form Property Damage	
XCU Coverage Must Not Be Excluded	

Commercial Automobile Liability

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

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

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

Professional Liability

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

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

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

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

E. All insurance (except Professional Liability and Workers' Compensation/Employer's Liability) shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the CONSULTANT'S insurance and shall not contribute with it.

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

G. 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.

H. 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 negligent acts or omissions of CONSULTANT or its officers, employees, or agents during the time this AGREEMENT was in effect.

I. 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.

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

K. 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, except after 30 days prior written notice (10 days written notice for non-payment) by U.S. First Class Mail to the City of Lancaster. CONSULTANT shall provide thirty (30) days written notice to OWNER prior to implementation of a reduction of limits or material change of insurance coverage as specified herein.

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

PWCP 13-016 – Avenue J-8 Gap Closure

The Certificate Holders, as well as their officers, agents, servants, and employees are included as additional insured as respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant. (This does not apply to Professional Liability policies.)

(3) List in the “Certificate Holder” section:

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

(4) List in the “Cancellation” section:

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

L. 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.

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

19. **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 Development Services 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.

20. **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.

21. **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, subject to the terms outlined herein, become 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. Notwithstanding the foregoing, the OWNER acknowledges the CONSULTANT'S construction documents, including electronic files, as the work papers of the CONSULTANT and the CONSULTANT'S instruments of professional service. Nevertheless, the final construction documents prepared under this AGREEMENT shall become the property of the OWNER upon completion of the services and payment in full of all monies due to the CONSULTANT. The OWNER shall not reuse or make any modification to the construction documents without the prior written authorization of the CONSULTANT. The OWNER agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, and employees (collectively, CONSULTANT) against any damages, liabilities or costs, including reasonably attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the

unauthorized reuse or modification of the construction documents by the OWNER or any person or entity that acquires or obtains the construction documents from or through the OWNER without the written authorization of the CONSULTANT. In the event that CONSULTANT'S services are terminated in accordance with this AGREEMENT, this provision shall also apply to documents delivered to OWNER after such termination. Such delivery shall be contingent upon payment in full or all monies then due CONSULTANT for services provided up to the date of termination. Under no circumstances shall the transfer of ownership of the CONSULTANT'S drawings, specifications, electronic files or other instruments of service be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

22. **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".

23. **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.

24. **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.

25. **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" Term, Payment and Time for Commencement and Completion Clause

26. **Governing Law.**

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

27. **Effective Date.**

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

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

“OWNER”
CITY OF LANCASTER
LANCASTER, CALIFORNIA

Approved By Department Head:

By: _____
Carlyle S. Workman, Public Works Manager

Dated: _____

By: _____
Mark V. Bozigian, City Manager

Dated: _____

"CONSULTANT"
STANTEC CONSULTING SERVICES, INC.

By: _____
Hady Izadpanah, P.E.
Senior Principal

Dated: _____

ATTEST:

Britt Avrit, CMC
City Clerk

APPROVED AS TO FORM:

Allison E. Burns, Esq.
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

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

The work to be performed under this contract shall include:

SEE ATTACHED

EXHIBIT A: SCOPE OF SERVICES

The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the field work to be done, including mapping and surveying, geotechnical investigation, and potholing services. Per Labor Code Section 1720, these rates shall be the minimum wage rates for these portions of the project. These rates are on file with the City of Lancaster and copies will be made available to any interested party upon request.

TASK 1 PROJECT ADMINISTRATION AND MANAGEMENT

The Consultant will schedule meetings (in person, web, or conference call) with the City and design team to provide feedback during the project; maintain schedule; provide a single Project Manager (PM) to coordinate with Capital Engineering PM, other City Departments/Divisions, each task lead/designer, utilities, etc. to deliver a complete consolidated plan set and specification sections that are consistent and do not conflict between improvements; and implement QA/QC measures.

1.1 KICK-OFF MEETING

Kick-off meeting will be held shortly after the issuance of the Notice to Proceed, with the successful firm at the City of Lancaster Maintenance Facility, 615 West Avenue H, Lancaster, California 93534. City Project Manager will provide information, answer any questions, and confirm a workable project schedule. This meeting will serve to establish project requirements and to document input in developing the final design and the construction documents. The meeting will also be used to clarify the lines of communication and other administrative details. For the basis of this proposal, the Consultant shall assume one kick-off meeting and one additional meeting will be required during the Consultant's work (cost to include a total of two meetings).

1.2 PROGRESS MEETINGS

For the basis of this proposal, the Consultant shall assume three (3) progress meetings as follows: one (1) meeting during design and geometric standards for proposed improvements, two (2) meetings during P&E (at 60% and 90% submittal). These represent project milestones where we will hold *face-to-face* meetings to review design standards, geometric design and electrical design and P&E submittals and discuss any unforeseen design issues that have arisen and to resolve the issues promptly.

1.3 PROJECT MANAGEMENT

Consultant will maintain the project schedule and provide *weekly* project status reports throughout the duration of the project. The weekly reports are critical to forecast resource needs and ensure the appropriate staff and support services are available, when needed, to deliver the project on schedule and within budget. Consultant shall notify the Project Manager of any scope, schedule or budget issues that may arise. A preliminary estimate of time required to complete each task and sub task for the project within the milestone framework outlined in Section 3 of this RFP should be included with the Consultants proposal. The Consultant shall maintain a critical path schedule for the project.

1.4. QUALITY ASSURANCE & QUALITY CONTROL

Consultant must provide quality assurance and control of survey, design plans, specifications, and estimates prior to each submittal. This task is required to verify no unsafe design changes have been made or proposed, geometric layout has not been critically altered, improvement goals are being met, economy of project is maintained, plans are consistent across improvements and there are no conflicts between trades, and construction integrity of the design is ensured.

TASK 2 RESEARCH

Research shall include all avenues required that may be used in support of the civil design improvements between the project limits, to produce a complete PS&E package; as a minimum, cost shall include the following:

- 2.1** Research all existing utilities (including dry utilities) – obtain record drawings from utility companies. The City will provide water, gas, cable, telephone and electric atlas maps as described in Section 3.2.2, but Consultant shall verify the utility locations represented on these maps and obtain all updated maps from all utility companies including any other utilities not provided by City or mentioned.
- 2.2** Research all survey records and obtain tie sheets, field books, monument recovery notes and/or street improvements plans depicting centerline of ROW survey monumentation from the County.
- 2.3** Research pertinent record maps, vesting deeds and Assessor Parcel information to compile the boundary lines from a "best fit" combination of these record sources.
- 2.4** Incidental research.

TASK 3 FIELD SURVEY

Field survey shall include all mapping and surveying tasks required to produce a complete topographic map that may be used in support of civil design of improvements at each intersection including all extended limits described in Sections 2 and 3 for the purpose of striping, signing and markings per the Master Plan for Trails and Bikeways, and as a minimum, cost shall include the following:

- 3.1** Field locate vertical and horizontal controls (Monuments and Benchmarks).
- 3.2** Perform survey for topographic mapping purposes within the project limits described. The survey will include visible surface features including but not limited to pavement, curbs and gutters, pavement edges, medians, as well as topographic features (e.g. tops, toes, flow lines, etc.).
- 3.3** Perform centerline control survey. All centerline intersections, beginning and ending curves and major control points shall be found (or established if not existing) and measured. If a point must be reset to establish the centerline, a corner record and/or record of survey must be filed with the County for all set points and a copy returned to the City.
- 3.4** Field surveyed street cross-sections 100 ft. O.C. maximum as needed to show relief and corner cross-sections at BCR, ECR, and quarter deltas. Cross-sections shall be presented at 1"=10' Horizontal, 1"=2' Vertical scale.
- 3.5** Locate existing above ground utilities (e.g. meters, valves, backflow devices, primary irrigation facilities, manholes, inlets, drains, hydrants, utility poles, etc.)
- 3.6** Locate existing signs and locate/measure existing striping.
- 3.7** Download and compute survey data and prepare an editable AutoCAD drawing file. The mapping will be compiled at a scale of 1"=40' with a 1-foot contour interval. Each surveyed feature will be clearly labeled or noted by symbol as identified in the field.
- 3.8** Incidentals

TASK 4 ADDITIONAL STUDIES/INVESTIGATIONS

- 4.1** Consultant shall identify the need for potholing and pothole all utilities to confirm vertical and horizontal locations of existing facilities from proposed improvements including new utilities, foundations or other structural elements that will be affected. Potholing results shall be documented and presented in a report to include, at a minimum: potholing location map, lateral and horizontal location of pothole relative to adjacent fixed facilities as well as northing and easting elevation of ground surface at pothole, depth from ground surface to top and bottom of facility, facility dimensions and material type, type of facility or utility (i.e., gas, fiber, water, etc.), lateral and vertical separation if adjacent

utility is less than 3 feet outside conduit to outside conduit and photos of excavations/exposed facilities. See Appendix H for Southern California Gas Company Potholing Policy.

- 4.2** Consultant shall identify the need for geotechnical work and testing in support of their design. Geotechnical results shall be well documented and presented in a report in accordance with the City of Lancaster Engineering Design Guidelines. Boring logs shall note recommendations for new pavement structural sections, thickness of existing asphalt concrete pavement and thickness of existing pavement section aggregate base.

TASK 5 P&E

5.1 RESEARCH AND FIELD INVESTIGATION

Consultant will research the project in order to prepare construction documents. The investigation will be comprised of record plans, utility research and field investigation.

5.1.1 RECORD REVIEW

A review shall be performed of existing site plans, as-built record drawings and utility plans. The City will provide the most recent available plans (electronic files when available) for the existing and proposed roadways with respect to surrounding topography, centerlines, curb faces, edge of pavement, roadway lane markings (striping included), proposed or existing bike lanes (striping included), environmental constraints (i.e. copy of EIR, CEQA or NEPA documents), drainage structures, adjacent access points, and right-of-way constraints appropriately labeled for Consultant's review and use.

The City will provide Consultant with City Standard Details and/or Specifications and any special design constraints such as specific properties that cannot be encroached or specific desired lane widths in accordance with City standards. The City will provide a set of recent plan and specifications to use as a sample for format.

5.1.2 FIELD INVESTIGATION AND PHOTO LOG

Consultant will physically walk the project site. The field investigation will be used to document general alignment, visually evaluate any noticeable or potential drainage issues, and to take note of issues that may affect the design. In addition, the Consultant shall take the opportunity to verify existing record

plans, utility responses, and survey information available at the time of the field visit. A photo log of the site will be provided to the City.

5.1.3 DESIGN UTILITY RESEARCH & COORDINATION

In addition to all tasks described in Tasks 1-4 above, Consultant will:

- a. During 60% design review, send the utility companies formal notification with copies of the plans, showing locations with potential utility conflicts. Formal letter shall be per template Utility Notification Letter B in Appendix G. Design of, non-City owned, utility relocations are not included in this scope of services.
- b. After 100% design review, send the utility companies formal notification with copies of the final plans with all agency comments addressed. Formal letter shall be per template Utility Notification Letter C in Appendix G.

Overhead SCE distribution poles are not expected to be relocated and/or undergrounded. Consultant shall verify with SCE about existing poles at the project site and determine if they will require modifications/undergrounding or if any new pull boxes, conduit, etc. for the proposed LS-3 Rate Schedule Street Light System will cause any conflicts or relocation/removal requirements by SCE. SCE shall provide work order maps and relocation/undergrounding design plans. Consultant shall include SCE provided plans in plan set for this project. The Consultant shall provide exhibits and proposed improvement plans as needed to assist SCE in their relocation/undergrounding design. In addition, Consultant shall coordinate and reference on plans other utilities to be impacted by relocation/future undergrounding of transmission poles and associated work required as appropriate. Confirm with SCE if a Joint Use Agreement (JUA) will be required and executed for any relocation or undergrounding work. Consultant must confirm prior right issues on behalf of the City and prepare and process JUA. The JUA, if required, will need to be scheduled with City Council for adoption and recording.

5.2 P&E CONSTRUCTION DOCUMENTS

Consultant will prepare construction documents (plans and estimates) for the project which shall cover the work necessary to bid and

construct the improvements described in this RFP. The plans will show tie back into existing curbs and/or AC edge of pavement and flow line. The Consultant shall make all submittals per the Standards for CAD Deliverables in Appendix I. The following submittals are envisioned for the completion of the design: 30%, 60%, 90%, and Final. Existing roadways, structures, utilities, and other items affected by the project will be shown in addition to the proposed construction. The plans will include vertical and horizontal layout and design, pavements, drainage layout, typical sections electrical LS-3 design, details, signing and striping, ROW and property lines and any necessary details.

The following plan sheets are anticipated to be included in the design:

- a. Title Sheet - Includes project information, vicinity map, location map, sheet index and City and utility contact information.
- b. Notes - Contains standard City and Engineers notes, legend, and abbreviations.
- c. Survey Control – Contains Surveyor’s notes and benchmark information, control data, curve and line tables, and plan showing control points and start/end construction labeled in cyan and right-of-way lines labeled in proper colors per City of Lancaster standards. Please contact Tom Aranda of the Capital Engineering Division for a list of standard plotting colors and settings.
- d. Sections and Details - Contains typical roadway sections, sheet layouts, and details for work described on the plans.
- e. Demolition Sheet - Shows items to be removed, relocated, or protected.
- f. Plan and Profile Sheets – For the street improvements, standard roadway plan and profile sheets shall be used. The plan view will be prepared at a scale of 1”=40' for horizontal and 1”=10' for vertical. The plans will identify the required work to construct the improvements of this project with stations, offsets, and elevations. Utility modifications to relocate clear of the proposed improvements shall also be shown on the plan view of the sheets. Where necessary, show utility relocations in details and profiles for better clarification.

The sheets will provide the appropriate construction callouts, including limits of the project, pavement areas, curb, gutter and sidewalk, ramps, driveway conforms, and other details

necessary to construct the project. The plans will include sufficient detail to locate the improvements based on roadway station callouts and horizontal line and curve data. The plan will include the right-of-way clearly marked and adjacent properties identified by parcel number and property owner.

- g. Construction Details – Project details will be included as necessary. Details may include pavement section details, drainage details, utility relocation details, new utility construction details, etc. for the project design. However, details may also include curb return conforms or grading details. In addition, specific design criteria will be provided to accommodate and create safe and ADA compliant pedestrian facilities. This includes specific curb ramp and across the pavement crossings, etc. Pavement will be designed to the same structure as existing intersection pavements or based on a resulting Geotechnical report R-values and Testing and Traffic Index as provided by the City. Up to two (2) detail sheets shall be included for proposal estimate.
- h. Los Angeles County Waterworks Division Water Main Modification Details – Updates/modifications to Los Angeles County Waterworks’ existing 10” AC Water main are required. Per Appendix F, the location of water main is shown in the provided Atlas Map; details regarding the removal and replacement of six (6) mainline valves are provided. In summary, the Contractor will be required to remove these old AC valves and their associated fittings and install new ductile iron valves and fittings. The details for this work shall be provided on the plans including incorporation of all Waterworks standards and details.
- i. Drainage Details - Drainage details will be included as necessary. The details are shown in the street profile and cross-slopes and will be evaluated during the project design. However, details may include storm drain tie-ins, modified drainage inlets, drainage grading, etc. Consultant shall review and determine adequate and appropriate methods for the drainage of runoff with respect to the vertical design of the street improvements. This also includes recommendations street

improvement profiles, cross-sections, crown line placement, and flow patterns. One (1) drainage detail sheet is anticipated.

- j. Signing, Striping and Marking Plans - The plans will use California MUTCD references and detail numbers, where applicable and available, and specific information to specify signing, striping or pavement markings not included in the current manual. A schedule of proposed striping and a schedule of pavement markings will be shown on the plans. Project limits to include all required approach striping. For Signs, the size, shape, lettering type and size, colors, and symbols, to specify signs not included in the current manual. A schedule of proposed signs will be shown on the plan. Project limits to include all required approach signing.

- k. LS-3 Rate Schedule Street Lighting Plans – A street lighting plan shall be produced for the west side of 20th Street West between Lancaster Blvd. and 2,000' south of Lancaster Blvd. Plans will consist of street light type and location, conduits, pull boxes, meter boxes & meter, electrical design and ties to existing circuits or service points and shall be prepared per City of Lancaster requirements for LS-3 Rate Schedule Street Lights. In general, any existing LS-1 rate schedule street lights to be relocated shall be replaced with LS-3 rate schedule street lights. Conversion of rate schedule may be cost prohibitive, therefore, Consultant shall begin discussions with SCE regarding cost of conversion and additional facilities early in design to minimize electrical design corrections. The City will identify threshold for cost and determine the final rate schedule of new/relocated street lights. The Consultant shall not proceed to 60% of street light electrical design until this determination is made. Street light layout shall be prepared and stamped by a licensed Civil Engineer while electrical plans shall be prepared and stamped by a licensed Electrical Engineer. Meter pedestal addresses shall be obtained from the City and included on the plans.

- l. Traffic Control Plans – temporary traffic control plans including detour plans per California MUTCD shall be prepared and included in the plan set. Traffic control will be phased and

access to all residences/neighborhoods shall be maintained throughout the duration of construction. Plans shall address AVTA and bus rider access at existing bus stops. Traffic Control Plans shall be provided during 90% plans.

- m. Miscellaneous Utility Plans – placeholder for utility modification plans prepared and provided by appropriate Utility company. Any utility work order maps shall be included.

5.2.1 30% PLANS, EXHIBITS AND MATERIAL SAMPLES (CONCEPTUAL DESIGN)

The Consultant will produce 30% conceptual design plans based on geometric layout. In addition to construction plans, the submittal will include perspective sketches, non-standard material samples, example photos and other illustrative streetscape exhibits to be used for discussions purposes with the Capital Engineer and City Engineer. A striping, signing and marking conceptual plan shall also be included with the 30% plans; striping plan shall cover the limits described in Section 2. LS-3 Rate Schedule Conceptual Street Lighting Plans shall also be a part of the conceptual drawings. Any existing LS-1 rate schedule street lights to be relocated shall be replaced with LS-3 rate schedule street lights. Conversion of rate schedule may be cost prohibitive; therefore Consultant shall begin discussions with SCE regarding cost of conversion and additional facilities early in design to minimize electrical design corrections. The City will identify threshold for cost and determine the final rate schedule of new/relocated street lights. The Consultant shall not proceed to 60% of street light electrical design until this determination is made. Following the submittal and the 30% review, Consultant shall await for City's review and comments. The City will provide Consultant with one non-conflicting set of redline mark-up plans.

5.2.2 60% PLANS AND ESTIMATES (PRELIMINARY DESIGN)

After approval of the conceptual plans, the Consultant will produce 60% preliminary design documents. The 60% design documents will include preliminary plans, specifications, and estimates (i.e. opinions of probable construction costs). The plans will include horizontal control and call-outs to sufficiently layout the design elements (pavement, curb, gutter, sidewalk, etc.) and centerline profile to identify any major drainage issues (i.e., low points). The striping, signing and marking plans shall also have progressed to the 60% level. The plans shall also depict proposed positions of the new street lighting/power sources and identify any utility conflicts or

relocation/undergrounding requirements by SCE. Following the submittal and the 60% review, Consultant will arrange to meet with the City to discuss the design comments. The City will provide Consultant with one non-conflicting set of redline mark-up plans via SharePoint. Utility Notification Letter B to be sent with 60% plans to all utilities per Task 4.1.3.

5.2.3 90% PLANS AND ESTIMATES

Based on the 60% comments, the Consultant will bring the 60% preliminary design documents to a 90% level of design. The 90% design documents will include plans, specifications and estimates for the project. The plans will include necessary horizontal control in addition to vertical grades to layout the design elements, including detailed grades at curb returns and profiles of existing or proposed utilities and sufficient details to construct the design elements; design documents shall also include 90% level LS-3 Rate Schedule Street Lighting Plans and Traffic Control Plans. The Traffic Control Plans will be reviewed and comments will be provided back to Consultant for finalization. Consultant shall expect a minimum of two (2) reviews for the Traffic Control Plans at the 90% level.

Prior to the 90% submittal, the Consultant shall verify quality assurance of the horizontal and vertical control of the proposed layout to verify that the design is accurate with respect to City design standards and that no unsafe design changes are proposed, and construction integrity of the design is maintained.

Following the 90% submittal and City review, the Consultant will arrange to meet with the City to discuss the design comments. The City will provide the Consultant with one non-conflicting set of redline mark-up plans.

5.2.4 FINAL PLANS AND ESTIMATES

Final Plans include 100% plans, stamped and signed mylars for Bid package.

Based on the 90% comments the Consultant will bring the 90% construction documents to a 100% level of design. The 100% construction documents will include plans, specifications and estimates for the project. No formal meeting is anticipated following City review; and the City will provide the Consultant with one non-conflicting set of redline mark-up plans for incorporation prior to mylars.

The consultant will submit stamped and signed mylars and estimates amended to address any minor City comments for the project for advertisement (Bid Package).

LS-3 Rate Schedule Street Lighting Plans must be signed by an Electrical Engineer, California licensed. The Traffic Control Plans must be signed by a Traffic Engineer, California licensed.

TASK 6 DELIVERABLES

Cost of the following deliverables shall include reimbursable costs including but not limited to shipping, supplies, etc.:

6.1 Project Administration and Management Deliverables

- a. Kick-off Meeting (Agenda and Minutes)
- b. Progress Meetings (3) (Agenda and Minutes)
- c. Utility Meetings and Coordination Calls
- d. Utility Notification Letters
- e. Detailed Project Schedule

6.2 Research Deliverables

- a. PDF copies of all utility company record maps (not provided by City).
- b. PDF copies of all of survey records (see item 6.4 below).
- c. PDF copies of all record maps, vesting deeds and Assessor Parcel information (not provided by City).
- d. PDF copies of all incidental research documents (no provided by City).

6.3 Additional Studies/Investigations

- a. PDF copies of all potholing documents, reports, photos and correspondences.
- b. PDF copies of all geotechnical documents, reports, field samples, photos and correspondences.

6.4 Field Survey Deliverables

- a. One (1) PDF plot of the topographic mapping signed and sealed by a California Licensed Land Surveyor
- b. Consultant shall provide to the City deliverables in hardcopy and electronic format as detailed in the Capital Program Divisions Standards for CAD Deliverables
- c. A disk containing digital photos taken during the field survey
- d. PDF copies of boundary and ROW maps obtained
- e. PDF copies of research maps and utility information obtained during the course of the survey

- f. A disk containing a copy of utility contact log and utility notifications/request for information/record drawings research letters
- g. A disk containing copies of all survey records from tie sheets, field books and monumentation recovery notes (if recording of monumentation was required during the course of the field work).

6.5 P&E Construction Document Deliverables

- a. Record Review documents (not provided by City) and Field Photo Log
- b. Utility Base Map including LS-3 Rate Schedule Street Lighting conceptual and progress plans (LS-3 Rate Schedule Street Lighting Plans, Striping, Signing and Marking Plans and Traffic Control Plans shall be incorporated into the 60%, 90% and Final P&E's)
- c. PDF copies of all maps, details and correspondences with Electrical Engineer and/or sub-consultants
- d. 30% Plans
- e. Conceptual streetscape sketches, material samples, example photos and other illustrative exhibits
- f. 30% Design Review Meeting Minutes
- g. 60% Plans and Estimates
- h. 60% Design Review Meeting Minutes
- i. 90% Plans and Estimates
- j. 90% Design Review Meeting Minutes
- k. Consultant shall provide to the City deliverables in hardcopy and electronic format as detailed in the Capital Program Division's Standards for CAD Deliverables; WORD (Specifications) and EXCEL (Estimate) files (100% bid version)
- l. Unsigned PDFs of Construction Documents (PS&E - 100% Bid version)
- m. Stamped and signed mylars (Bid package)

ADDITIONAL SERVICES

Services other than those set forth in this exhibit shall constitute extra services. Extra services include but are not limited to, public outreach, environmental services, project advertising, bid review, construction assistance, or attendance at meetings other than those included in the Scope of Services shall be considered additional services and will be performed only with written authorization from the City and for additional fees to be negotiated prior to authorization.

EXHIBIT "B"

TERM, PAYMENT AND TIME FOR COMMENCEMENT AND COMPLETION CLAUSE

Term

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

Payment

The City of Lancaster shall reimburse the CONSULTANT for actual costs, including labor costs and employee benefits incurred by the CONSULTANT in performance of the work, in an amount not to exceed \$130,964.50. Actual costs shall not exceed the estimated wage rates and other costs as set forth in the CONSULTANT'S proposal. Source documentation supporting billed costs must be submitted with invoice. CONSULTANT shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed amount specified above. Any additional work will require a separate Authorization for Consultant Services signed by both parties.

CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the City of itemized invoices. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project, as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due City. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work.

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

Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than **7 calendar days** following issuance of Notice to Proceed. It is anticipated that performance of the work will be completed within **172 calendar days** from commencement. In no event shall performance of the work be completed later than **190 calendar days** from commencement without the prior written authorization of the City. If Consultant fails to complete the work in this time period, City may avail itself of any and all remedies provided for in this Agreement.

Hady Izadpanah, P.E.
Stantec Consulting Services, Inc.

EXHIBIT "A"

PROJECT COST ESTIMATE (WITH PREVAILING WAGES)

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

Project No.:
Description: Avenue J-8 Gap Closure
Client: City of Lancaster
Date: May 26, 2015
File Name: *

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

TASK	Hours													TOTAL HOURS	LABOR COST			
	Engineer Principal	Engineer Senior I	Engineer Assist II	Engineer Assist I	Surveyor Principal	Surveyor Assoc	Surveyor 2-Man	Tech Support	Dry Utility Coord.									
1. Project Administration/Management																		
1.1 Kick-off Meeting	4	4												8	1464			
1.2 Progress Meetings	4	6												10	1800			
1.3 Project Management	24													24	4752			
1.4 Quality Assurance and Quality Control	12													12	2376			
2. Research																		
2.1 Utilities			2						16					18	1466			
2.2 Survey						8								8	1200			
3. Field Survey					4	48	32	8						92	17712			
4. ROW Acquisition Documents					8	24		8						40	5784			
5. Additional Studies/Investigations																		
5.1 Potholing	(see below)																	
5.2 Geotech	(see below)																	
6. P&E																		
6.1 Research and Field Investigation									8					8	1256			
6.2 P&E Construction Documents	24	40	260	220										544	70252			
7. P&E Deliverables (30%, 60%, 90% & 100%)	4	4		9	2			18						37	4200			
TOTALS	72	54	262	229	14	80	32	50	8	-	-	-	-	-	-	-	801	112262

Classification	\$/hr	Classification	\$/hr	Expenses	Cost	Billing Factor	Reimbursables	Consultant
12	198.00	Principal Engineer		Earth Systems (Geotech Report)	3500	1.15		4025
10	168.00	Senior Engineer I		Saf-R-Dig (Pothole)	3500	1.15		4025
8	133.00	Assistant Engineer II		Preliminary Title Reports	10000	1.00		10000
7	110.00	Assistant Engineer I			*	1.15		0
19	198.00	Principal Surveyor		Blueprints	500	1.15	575	
16	150.00	Surveying Associate		Travel		1.15	0	
21	285.00	Two-man Party		Mail	*	1.15	0	
43	75.00	Technical Support		Telephone	*	1.15	0	
44	157.00	Dry Utility Coordinator		Photocopies	67.4	1.15	77.51	
				Photographs	*	1.15	0	
Average Rate:	140.152						\$652.5	\$18,050

Grand Total = \$130,964.5

EXHIBIT "B" - PAYMENT CLAUSE
DETAILED COST ESTIMATE

CIVIL DESIGN AND MAPPING AND SURVEYING SERVICES
Avenue J-8 Gap Closure
(PWCP 13-016)

TASK NO.	DESCRIPTION	PRICE
1.	PROJECT ADMINISTRATION/MANAGEMENT	<u>\$ 10,392</u>
2.	RESEARCH	<u>\$ 2,666</u>
3.	FIELD SURVEY	<u>\$ 17,712</u>
4.	LEGAL DESCRIPTIONS, EXHIBITS AND ROAD DEEDS FOR ROW ACQUISITION	<u>\$ 15,784</u>
5.	ADDITIONAL STUDIES/INVESTIGATIONS	
	5.1 Potholing: Four (4) potholes at improved areas (existing AC surface)	<u>\$ 4,025</u>
	5.2 Geotechnical work: Perform testing, design and reporting per the City of Lancaster Engineering Design Guidelines	<u>\$ 4,025</u>
6.	P&E - Design, Research and Development	<u>\$ 72,160.50</u>
7.	P&E DELIVERABLES - 30%, 60%, 90% and 100%	
	7.1 30%	<u>\$ 900</u>
	7.2 60%	<u>\$ 900</u>
	7.3 90%	<u>\$ 900</u>
	7.4 100%	<u>\$ 1,500</u>
	TOTAL COST	<u>\$ 130,964.50</u>
	LUMP SUM NOT TO EXCEED	

TOTAL COST AMOUNT WRITTEN IN WORDS

One-hundred thirty thousand, nine hundred sixty four dollars and fifty cents