

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "AGREEMENT") is made and entered into this _____ day of _____, 2015, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and MICHAEL BAKER INTERNATIONAL, INC. (the "CONSULTANT").

RECITALS

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

**PREPARATION OF PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT
FOR SR-138 (SR-14) AVENUE G INTERCHANGE**

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

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the AGREEMENT.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster.
- B. CONSULTANT: Michael Baker International, 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 Mr. Gary L. Warkentin, Senior Vice President
 Michael Baker International, Inc.
 14725 Alton Parkway
 Irvine, California 92618

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

4. **Incorporation by Reference.** The Request for Proposal - RFP 584-14, Preparation of Project Approval and Environmental Document for SR-138 (SR-14) Avenue G Interchange, and 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 AGREEMENT consisting of 44 pages
- Second: Request for Proposal - RFP 584-14, Preparation of Project Approval and Environmental Document for SR-138 (SR-14) Avenue G Interchange
- 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 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 \$845,999.00. 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. **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 field work to be done, including mapping and surveying, geotechnical investigation, potholing and traffic control services. Per Labor Code 1720, these rates shall be the minimum wage rates for this project. These rates are on file with the City of Lancaster and copies will be made available to any interested party upon request.

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

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

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

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

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

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

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONSULTANT

and its subcontractors for purposes of determining compliance with the Prevailing Wage provisions of this Section.

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 claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner arising out of or related to CONSULTANT'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. CONSULTANT agrees to defend OWNER, its officers and employees, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of CONSULTANT or on the part of its employees.

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. 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 15.

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:

Commercial General Liability	
Each Occurrence	\$5,000,000
Per Project General Aggregate	\$10,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Broad Form Property Damage	
Must Not Exclude XCU Coverage	

Commercial Automobile Liability

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

Workers Compensation

As Required by the State of California Statutory Limits

Employer's Liability

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

Professional Liability

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

B. Insurance shall be at least as broad as ISO form CG2010 11/85, CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations. Commercial Automobile coverage shall be at least as broad as ISO form CA00 01.

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

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

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

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

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

H. Insurance provided and maintained by Consultant must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition.

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 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:

PREPARATION OF PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT FOR SR-138 (SR-14) AVENUE G INTERCHANGE

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 their officers, 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
44933 Fern Avenue
Lancaster, California 93534

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 OWNER'S insured entities.

N. CONSULTANT shall include all subconsultants as an insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. Subconsultants are subject to the same insurance requirements as the CONSULTANT unless performing less than 10% of the total value of the work, in which case certificates and endorsements shall comply with each requirement set forth in Section 18.B. – 18.M. and shall further include the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

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	
Must Not Exclude XCU Coverage	
Commercial Automobile Liability	
Combined Single Limit per Accident for	
Bodily Injury and Property Damage	\$2,000,000
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	\$2,000,000
General Aggregate	\$2,000,000

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 15.

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 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.

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.

24. **Exhibits.**

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

Exhibit "A" Scope of Services

Exhibit "B" 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"
MICHAEL BAKER INTERNATIONAL, INC.

By: _____
Gary L. Warkentin, Senior Vice President

Dated: _____

ATTEST:

Britt Avrit, CMC
City Clerk

APPROVED AS TO FORM:

Allison E. Burns, Esq.
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

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

The work to be performed under this contract shall include:

SEE ATTACHED

Exhibit "A"

PROJECT REPORT AND ENVIRONMENTAL DOCUMENT SCOPE OF WORK

PROJECT DESCRIPTION

The subject project proposes local interchange and arterial improvements to the State Route 138 (State Route-14)/Avenue G Interchange located in the City of Lancaster, County of Los Angeles, and State of California (Caltrans) jurisdictions. The State Route 138 (SR-138) / Avenue G Interchange is located within the jurisdictions of the City of Lancaster south of Avenue G and in the County of Los Angeles north of Avenue G. The project would enhance traffic operations and safety through various SR-138 interchange ramp / Avenue G intersection reconfigurations, ultimate widening of Avenue G from two lanes undivided to four lanes with a raised median, and enhanced active transportation access. The Avenue G interim condition (one lane and 8' shoulder in each direction and a two-way left-turn lane) will be environmentally cleared and constructed, and the ultimate Avenue G widening and raised, landscaped median will be illustrated in cross-section for future implementation when local development provides a need for enhanced capacity. The project improvements for Avenue G are being evaluated between west of 25th Street West (west of the interchange) and 10th Street West (east of the interchange). Project improvements in Caltrans right-of-way (R/W) extend along Avenue G approximately 800 feet from the center line of SR-138.

There are no mainline improvements proposed as part of the project. SR-138 shares an alignment with State Route 14 (SR-14) and is considered to have a break in the route within the study area as it technically becomes SR-14.

The project is being conducted in cooperation with the City of Lancaster, California Department of Transportation (Caltrans) District 7, Los Angeles County Metropolitan Transportation Authority (Metro), and County of Los Angeles. The project is identified in the FTIP as No. LA0G927. The project has been determined to be eligible for highway operational improvements and funding by the Metro Planning and Programming Committee.

Four build alternatives and one no-build alternative (Alternative 5) were analyzed in the PSR-PDS. The proposed work program includes preparation of initial screening of the four build alternatives in the PSR-PDS to identify two build alternatives that will be analyzed in a draft Project Report (PR) and Environmental Document, which will result in the proposed project that will be documented in a Project Report. Within the Caltrans R/W, the build alternatives range in cost from \$7.6M to \$11.0M for construction and from \$1.0M to \$2.0M for right of way acquisition. Project funding is currently programmed through construction by the Metro Measure R (Metro Project ID MR330.03) and there is no Federal funding or involvement.

Following is a description of tasks:

Exhibit "A"

1.0 *Draft Project Report*

1.1 *Task Management and Meetings*

Michael Baker key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained and include the progress of individual tasks and a status of deliverables. Michael Baker will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on our QA/QC procedures and Caltrans QA/QC procedures. Michael Baker will attend and participate in four (4) PDT meetings, prepare deliverables log and action items log, and report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables.

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend four (4) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Monthly Progress Reports

1.2 *Project Scoping*

Michael Baker will coordinate and attend one (1) project scoping meeting with the CITY and Caltrans. The purpose of the project scoping meeting is to initiate the PA/ED phase with Caltrans. Michael Baker will prepare materials for the meeting and document correspondence with the CITY, County of Los Angeles (County), and Caltrans.

The following items will be discussed with the CITY and Caltrans:

- Project Approach
- Scope of work assumptions and approach
- Project Schedule
- Caltrans Risk Register

Deliverables:

- Project Scope of Work Assumptions
- Risk Register
- Attend one (1) project scoping meeting

1.3 *Project Scheduling*

Michael Baker will submit a project schedule for PA/ED for review and approval by the CITY and Caltrans. At the formal initiation of the PA/ED phase with Caltrans District 7 the schedule will be submitted to the Caltrans Project Manager and revised as necessary.

The project schedule will include the following elements:

- Work items and deliverables
- Work items of agencies and other third parties that may affect the schedule
- Data necessary to represent the total project

Exhibit "A"

- The order, sequence, and interdependence of significant work items will be reflected on the schedule

Once the project schedule is approved by the CITY and Caltrans, Michael Baker will set the baseline schedule for the project and monitor and update the project schedule on a monthly basis. Michael Baker will prepare a 60 day outlook summary schedule for the monthly PDT meetings. A deliverables log will track and monitor all submittals and reviews of each of the deliverables within this scope of work.

Deliverable:

- Approved Project Schedule and monthly updates

1.4 Geometric Alternatives Analysis

In conjunction with traffic analysis, Michael Baker will prepare preliminary horizontal geometrics for two (2) build alternatives. Of the following four (4) PSR-PDS build alternatives, two (2) will be evaluated and selected for further geometric analysis:

- PSR-PDS Alternative 1 – Type L-2 spread diamond interchange with roundabout intersection control
- PSR-PDS Alternative 2 – Type L-9 partial cloverleaf interchange with roundabout intersection control
- PSR-PDS Alternative 3 – Type L-8 partial northside cloverleaf interchange with roundabout intersection control
- PSR-PDS Alternative 4 – Type L-8 partial northside cloverleaf interchange with signal intersection control

The two (2) build alternatives will be analyzed for geometric and operational feasibility based upon traffic analysis. CITY will determine based upon the analysis, which two (2) build alternatives will be carried forward into PA/ED phase. Michael Baker will assess qualitatively the build alternatives and compare to the project purpose and need in order to define two (2) build alternatives. A matrix comparing two (2) build alternatives, such as geometric design, traffic operations, impacts, design exceptions, environmental impacts, right of way impacts and other variables will be prepared. The comparison will be rated using numeric ratings and low, medium, high ratings for each of the two (2) build alternatives.

Deliverables:

- Preliminary horizontal geometrics for two (2) build alternatives
- Identify two (2) build alternatives for PA/ED phase

1.5 Traffic Analysis and Study

Data Collection

Existing traffic and forecast traffic data will be provided by the CITY.

Iteris will supplement existing traffic count data with Caltrans' PeMS and/or other available Caltrans count data sources. A field review will be conducted by Iteris to confirm circulation system geometry including lane widths and turn pocket storage lengths.

Exhibit "A"

Other information required for analysis will be collected from the respective jurisdictions and include intersection timing plans for intersections to be evaluated through Synchro and SIDRA which include all ramp intersections, and future geometric plans for all study intersections.

Traffic Forecasting

It is assumed that year 2040 post-processed forecasts will be provided by the CITY for use in this PA/ED traffic study. Iteris will be responsible for developing opening year forecasts based on annual growth rate assumptions in consultation with the CITY.

Traffic Operations Analysis Report (TOAR)

Iteris will perform the traffic operational analysis based on the existing and future forecast volumes. Levels of service analysis will be prepared and summarized for ramp and local street intersections, arterial segments, ramps, mainline segments and merge/diverge locations on SR-14 (SR-138). Operational analysis will be completed for the following timeframes:

- Existing Conditions
- Opening Year
- Design Horizon Year

Iteris will perform the traffic analysis consistent with Highway Capacity Manual (HCM - 2010) methodologies, and in accordance with the methodologies prescribed by Caltrans in the development of the PA/ED traffic studies. Level of service (LOS) standards defined by Caltrans and the CITY will serve as the basis for the analysis. Intersection LOS and queuing summaries will be presented. The queue length summaries will be presented for all turn pockets throughout the study area to evaluate potential turn storage impacts to through traffic.

Circulation system components that are found to operate deficiently (worse than the established standards) will be compared to baseline conditions and project related impacts will be identified. Geometric improvements that would result in acceptable operations will be identified and summarized.

The existing setting will be defined not only through traffic LOS and volumes but also through a safety review of the circulation system. Caltrans Traffic Accident Surveillance and Analysis System (TASAS) will serve as the basis of the study area mainline and ramp safety assessment. Tabular and graphic summaries of accident data will be prepared by location, type and severity to identify potential safety improvements.

Exclusion:

Michael Baker will not prepare a ramp closure study as it is anticipated that extended complete closure of the interchange during construction will not be required.

Exhibit "A"

Deliverables:

- Traffic Safety and Accident Review and Assessment
- Draft/Final TOAR

1.6 Selection of Locally Preferred Alternative

Michael Baker will prepare a matrix comparing two (2) build alternatives to select a locally preferred alternative (LPA). Geometric design, traffic operations impacts, design exceptions, environmental impacts, right of way impacts, public Open House meeting feedback, and other variables will be compared between the two (2) build alternatives. Michael Baker will prepare a PowerPoint presentation and present the LPA evaluation in a Study Session with City Council for consideration and input. A PDT focus meeting will be held to discuss the evaluations and results. A memorandum will be prepared and sent to the PDT summarizing the findings of the comparisons for review and approval by the PDT. Upon agreement, the PDT will choose a LPA.

Deliverables:

- Locally Preferred Alternative Memorandum
- Selection of Locally Preferred Alternative

1.7 Draft Project Report

Michael Baker will prepare a draft PR in accordance with Caltrans' PDPM. The draft PR shall contain a discussion of the existing conditions, the need for improvements, and the alternatives considered. The draft PR will be submitted to the CITY and Caltrans for review and comment.

Deliverables:

- Screencheck Draft PR (City)
- Administrative Draft PR (City and Caltrans)
- Final Draft PR

2.0 Preliminary Engineering Studies

2.0

2.1 Task Management and Meetings

Michael Baker key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained and include the progress of individual tasks and a status of deliverables. Michael Baker will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on our QA/QC procedures and Caltrans QA/QC procedures. Michael Baker will attend and participate in four (4) PDT meetings, prepare deliverables log and action items log, and report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables.

Exhibit "A"

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend four (4) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

2.2 Photogrammetric Surveys

Michael Baker will obtain the necessary permits to perform aerial topographic mapping. The aerial topographic mapping will cover all areas of the proposed improvements. Limits of mapping will include the SR-138 (SR-14) / Avenue G interchange and all on- and off-ramps, and will include Avenue G from 30th Street West to 10th Street West including the areas 200 feet north and south of the Avenue G right-of-way. The limits of mapping coverage along SR-138 will extend 1,600 feet north and south of the Avenue G overcrossing. The new aerial topographic mapping will be compiled at a scale of 1"=50' with one foot interval contours. Surveys will be performed in accordance with the current Caltrans Survey Manual and its revisions. Work not covered by the Manual will be performed in accordance with accepted professional surveying standards. The minimum standard of survey quality will be that of similar surveys performed by Caltrans. Caltrans will designate which horizontal and vertical control monuments can be used as the basis of this survey. Caltrans will also provide the California Coordinate System values and/or elevation values for these monuments. The following is a list of services to be performed:

- Compiling and researching Caltrans, NGS, and Los Angeles County survey control and benchmarks.
- Caltrans ABC Checklist for mapping within Caltrans right-of-way
- Place aerial targets and horizontal and vertical control to Caltrans specifications.
- Photogrammetric mapping – Vertical Mapping Inc. cost (includes AT solution, Aerial Photos, & Ortho Photos)
- QA/QC field survey for blind checks of aerial mapping and associated report per Caltrans Requirements.

Pavement, utility, or design surveys are not included with this scope of work and will be done as part of the PS&E phase.

Deliverables:

- Preparation of Caltrans Photogrammetric A, B, and C List of Materials (Caltrans R/W)
- Orthorectified Aerial Photography
- Aerial Topography

2.3 Preliminary Land Net Base Mapping

Michael Baker will compile land net base for existing street right-of-ways from Los Angeles County GIS parcel data files. Said parcel data files will be reviewed for conformity with County Assessor's Parcel maps, and existing site topography.

Exhibit "A"

Deliverables:

- Preliminary Hard Copy Base Map
- Preliminary Digital Base Maps

2.4 Design Field Survey

Michael Baker will provide one day of field topographic data that will be collected and plotted to locate design grades, structural elements and clearances for bridges, and surface utility features. Design topography will be compiled as separate CAD files, and merged into the aerial topographic mapping for a comprehensive file.

Deliverable:

- CAD topographic file from one day of field survey

2.5 Geometric Plans for Project Alternatives

Michael Baker will prepare geometric drawings (GD) in AutoCAD at a scale of 1" = 50' (1" = 100' at a reduced scale) and will include existing topographic and planimetric mapping, approximate right-of-way acquisition lines, center lines, calculated geometric layouts, and typical sections. Plans will show the developed geometrics, lane configurations, bike lanes, recreational trails, sidewalks, existing and proposed right-of-way limits, grading, as well as any retaining wall locations. Lane, shoulder, and right-of-way widths will be labeled. Roadway geometry will include horizontal and vertical geometry for ramps, connectors and cross streets, including profile and superelevation diagrams. Conceptual grading slopes will be developed to confirm preliminary right-of-way limits. Typical cross sections will be prepared to illustrate lane and shoulders in the lane configurations and other basic cross-sectional data. The plans will be updated and revised for the draft and final PR.

Additional detail will be provided indicating pavement delineation, truck turning radii, and traffic volumes. Preliminary right-of-way requirements will also be incorporated.

Deliverables:

- Geometric design plans for two (2) build alternatives
- Establish Project Footprint

2.6 Drainage Assessment

Stantec will identify drainage improvements, relocation or realignment of adjacent channels, retention basins, storm drains, and determine the drainage improvements for on-site and off-site drainage facilities. Impacts on and replacement of these facilities shall be analyzed and included in the cost estimate. Existing hydrology for offsite flows will be provided by the city. Freeway drainage will be reviewed to assess changes to existing drainage patterns and the adequacy of the existing systems. Freeway, County and CITY drainage systems will be reviewed and the impacts of the proposed alternatives on these facilities will be studied. The primary areas of interest are the two RCB culvert crossings of SR 138/14 and the culvert crossing of Avenue G that conveys the outfall from Pond Two. Necessary drainage structure replacements and/or improvements including incorporation of Water Quality Best Management Practices will be reflected in the cost estimates.

Exhibit "A"

Stantec will prepare a Location Hydraulic Study and Floodplain Evaluation Summary (if necessary) in accordance with Caltrans standards for two (2) build alternatives.

Deliverables:

- Identification of Major Drainage Improvements on Layout Plans or, if required, individual drainage layouts
- Inclusion of Drainage Improvements in Cost Estimate
- Draft/Final Location Hydraulic Study
- Draft/Final Floodplain Evaluation Summary (if necessary)

2.7 Storm Water Data Report

Stantec will update the PSR-PDS Storm Water Data Report (SWDR) for the two (2) build alternatives in conformance with current Caltrans requirements in the latest Caltrans guidelines set forth for the PA/ED phase. The SWDR is to include the following information: Project description, identification of the receiving water bodies, geotechnical information, design pollution prevention and post-construction BMPs proposed, costs, and checklists. The SWDR will be signed by the Project Engineer, the District/Regional Design Storm Water Coordinator, the designated Landscape Representative, and approved by the Project Manager to verify that storm water quality design issues have been addressed, and the data is complete, current, and accurate.

Deliverable:

- Draft/Final SWDR for PA/ED

2.8 Conceptual Stage Construction Plan

Michael Baker will develop one (1) construction staging / traffic handling concept plan. Any interim improvements identified in the draft PR will be designed per the Highway Design Manual. Michael Baker will develop one (1) construction staging / traffic handling concept plan based upon the interchange and/or Avenue G being open during construction if the full closure option is unfeasible. Conceptual construction staging / traffic handling concepts and exhibits shall be prepared to verify constructability and feasibility of traffic handling. The construction staging and traffic handling concept will identify detour concepts that minimize disruption and impacts to adjacent residents and/or businesses.

Deliverables:

- One (1) Preliminary Stage Construction Design/Concept Plan based upon full closure of interchange and/or Avenue G during construction
- One (1) Preliminary Stage Construction Design/Concept Plan based upon interchange and/or Avenue G being open during construction

2.9 Preliminary Transportation Management Plan Data Sheet

Michael Baker will develop Transportation Management Plan Data sheets for the two (2) build alternatives to be included in the draft PR and final PR in accordance with the latest Transportation Management Plan Guidelines. The TMP shall identify methods for minimizing project-related traffic delays and accidents by implementing effective traditional traffic handling practices.

Exhibit "A"

Deliverable:

- Draft/Final TMP Data Sheets

2.10 Utility Assessment

Stantec will identify proposed utility impacts associated with the two (2) build alternatives developed as part of this project. Stantec will submit first, second, and final utility facility as-built request letters to the utility companies and shall request the latest existing and planned Utility Plans from the utility companies within the project limits, if applicable. Existing major utilities shall be identified and shown on utility exhibits. Existing utilities will be mapped using utility company as-builts and correspondence, and will be verified by visual inspection where feasible. This task will be performed in support of updated Utility Information Sheets for attachment to the Right of Way Data Sheets.

Deliverables:

- Utility Information Sheet for two (2) build alternatives (for inclusion into Right-of-Way Data Sheets)
- Utility Conflict Map for two (2) build alternatives
- Utility coordination log

2.11 Right of Way Data Sheets

Overland, Pacific and Cutler (OPC) will assess right-of-way impacts for the two (2) build alternatives developed in the draft PR. Right of Way Data and cost estimates will be prepared for the two (2) build alternatives in accordance with Caltrans standards and procedures, including Utility Information Sheets.

Deliverable:

- Draft/Final Right-of-way Data Sheets for two (2) build alternatives

2.12 Life Cycle Cost Analysis

Michael Baker will prepare a Life Cycle Cost Analysis utilizing the current Life Cycle Cost Analysis Procedures Manual, Project Development Procedures Manual (PDPM) and the Highway Design Manual, to prepare and document life cycle costs for pavement for review and approval by Caltrans. Four (4) pavement alternatives will be analyzed for the project. Each alternative will be analyzed using RealCost software provided by Caltrans to determine the initial construction costs, project support costs, future maintenance and rehabilitation costs, total agency costs, user costs, and total life cycle costs. The results of the approved LCCA from the PA/ED phase will be incorporated into the development of the Materials Report developed during the PS&E phase.

Deliverable:

- Draft/Final Life-Cycle Cost Analysis

2.13 Preliminary Geotechnical Investigations and Evaluation

City RCB and Roadway Geotechnical Assessment Memorandum

For the portion of Avenue G within CITY and/or County of Los Angeles right-of-way, Earth Mechanics will review available and pertinent subsurface data and prepare a brief

Exhibit "A"

memorandum containing preliminary recommendations for a pavement structural section and foundation design for the reinforced concrete box (RCB) crossing of Amargosa Creek. The geotechnical scope of work for the Caltrans interchange is presented below. This scope of work excludes Aerially Deposited Lead (ADL) survey, which is assumed to occur during the PS&E phase.

Preliminary Materials Report

Earth Mechanics will prepare a Preliminary Materials Report to provide pavement structural sections, corrosion potential of on-site soils and culvert materials requirements. The evaluation will be based on a review of existing subsurface data and will not include field investigations, borings or laboratory testing. Earth Mechanics will follow Caltrans pavement design procedure with Traffic Indices to be provided by Michael Baker.

Evaluation for rehabilitation of the existing pavement is not a part of this scope.

District Preliminary Geotechnical Report (DPGR)

Earth Mechanics will prepare a DPGR documenting the site geotechnical and geologic conditions. The DPGR will include topography, geology and identification of potential geologic hazards, and liquefaction potential.

Earth Mechanics will also address stability and settlement of proposed roadway embankments. The evaluation will be based on a review of existing subsurface data and will not include field investigations, borings or laboratory testing.

Structure Preliminary Geotechnical Report (SPGR)

Earth Mechanics will prepare a SPGR to support the Advance Planning Study (APS) for the Avenue G Bridge overcrossing (OC). The following scope of work will be performed in order to produce the SPGR.

An idealized soil profile and design strength parameters for foundation analysis will be developed based on existing subsurface data obtained from the as-built plans. Earth Mechanics will provide seismic design parameters (acceleration and response spectrum) using the latest Caltrans web-based seismic design criteria.

Using the soil profile and strength parameters, Earth Mechanics will provide preliminary foundation type and foundation design data for the bridge and will estimate the required pile length based on preliminary axial nominal resistances.

Deliverables:

- Geotechnical memorandum with preliminary recommendations for Avenue G pavement structural design and foundation design for Amargosa Creek RCB
- Four (4) Draft / Final Preliminary Materials Report
- Four (4) Draft / Final District Preliminary Geotechnical Report
- Four (4) Draft / Final Structure Preliminary Geotechnical Report for Bridges

Exhibit "A"

2.14 Structure Advance Planning Studies (APS)

An Advance Planning Study (APS) will be prepared for bridge structures including: widening the existing bridge, a separate pedestrian bridge, and a bridge replacement. For the Amargosa Creek culvert crossing of Avenue G there will be two (2) alternatives including widening the existing culvert upstream and downstream, and widening the existing culvert to accommodate new flow requirements for the full improved length of Avenue G. Each of the three (3) SR-138/Avenue G bridge alternatives and each of the two (2) culvert crossing alternatives will require a General Bridge Plan for a total of five (5) plans, and one (1) write-up for draft/final Caltrans APS. Consideration will be given to span lengths, structure depth, column locations and types of footing supports, falsework requirements, vertical and horizontal clearance (ultimate and during construction), stage construction, railing types, including temporary rails, approach slabs, slope paving, and other controls. To ensure that traffic handling is given proper consideration in the early design stages, traffic handling and falsework assumptions will be identified including falsework openings during construction. This analysis shall be the basis for a preliminary cost estimate and include an analysis of construction feasibility for proposed structure improvements.

Deliverables:

- Draft/Final Advance Planning Study for SR-138/Avenue G bridge structure and three (3) General Plans, one for each structure alternative
- Draft/Final Advance Planning Study for Avenue G/Amargosa Creek culvert structure and two (2) General Plans, one for each structure alternative

2.15 Preliminary Landscape and Aesthetics Plan

Michael Baker will prepare one (1) preliminary landscape and aesthetics concept layout for two (2) build alternatives. The preliminary concepts will be based upon the Route 138 Corridor Master Plan for Aesthetics. It is assumed the SR-138/Avenue G interchange is a gateway interchange to the CITY. The purpose of the layout is to determine ground treatments, locations of water quality basins [Best Management Practices (BMP)] and determine impervious areas based on landscape and hardscape treatments. Prepare black and white designs and preliminary cost estimates for two build alternatives, including typical cross sections, photographs, etc. Revise black and white design alternatives and cost estimates to incorporate comments from agencies (Caltrans, CITY and County) and prepare presentation quality concept plan and basis of design narrative. Landscaping and Aesthetics will be developed in accordance with Caltrans, County, and CITY standard maintenance requirements within the interchange and Avenue G. Conduct one (1) meeting with project stakeholders to review site opportunities and constraints, and identify project landscape design goals and objectives. Final landscaping and aesthetics will be developed during PS&E.

Deliverables:

- Preliminary and revised Landscape and aesthetics concept layout for two (2) build alternatives
- Basis of design narrative
- Preliminary Cost Estimate
- Attend one (1) landscape coordination meeting

Exhibit "A"

2.16 Preliminary Cost Estimates

Prepare cost estimates for the two (2) build alternatives to be analyzed in the Project Report. Project Report level cost estimates will be prepared based on the preliminary engineering plans and in conformance with the Caltrans Project Development Procedures Manual (PDPM) Chapter 20.

Deliverable:

- Cost Estimates for two (2) build alternatives

3.0 Fact Sheets for Exceptions to Design Standards

3.1 Fact Sheets for Exception to Design Standards

The geometric designs will be checked using Caltrans Design Information Bulletin Number 78-02 (Design Checklist for the Development of Geometric Plans) and Design Information Bulletin Number 82-03 (Pedestrian Accessibility Guidelines for Highway Projects). Fact Sheets will be prepared to document reduced standard features within the two (2) build alternatives. Fact Sheets will be prepared in conformance with the Caltrans Project Development Procedures Manual (PDPM) Chapter 21. It is assumed that this project will include Mandatory and Advisory standard design exceptions.

Exceptions to mandatory design standards will be prepared detailing nonstandard design elements. Revisions will be made as appropriate and documented in the Mandatory Fact Sheets. Mandatory Fact Sheets shall be prepared in conformance with PDPM Chap 21, Section 1.

Exceptions to advisory design standards will be prepared detailing nonstandard design elements. Revisions will be made as appropriate and documented in the Advisory Fact Sheets. Advisory Fact Sheets shall be prepared in conformance with PDPM Chap 21, Section 3.

Deliverables:

- Draft/Final Mandatory Fact Sheets
- Draft/Final Advisory Fact Sheets

4.0 Prepare and Circulate Draft Environmental Document

Environmental analyses will be performed for two (2) build alternatives to meet CEQA requirements, and in accordance with the environmental review process for transportation projects and the Caltrans Standard Environmental Reference (SER). All technical studies and the environmental document will be reviewed by Caltrans. For purposes of this scope, one round of internal CITY / project team review and two rounds of Caltrans review are anticipated for each deliverable.

Michael Baker has prepared a PEAR that has been submitted to Caltrans for review but not approved (signed). The scope of work presented below is based on the draft PEAR and our knowledge of the project area. Michael Baker will prepare an Environmental Document incorporating an environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative effects of the project, mitigation measures, and a list of potential permits required. This scope of work assumes that the

Exhibit "A"

biological, archaeological, and communities/neighborhoods technical baseline existing conditions studies currently being prepared for the SR-138 corridor improvements by GPA Consulting will be provided for use, and will be utilized to facilitate preparation of technical studies required for the project.

4.1 Task Management and Meetings

Michael Baker key environmental staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans environmental technical staff to discuss environmental issues outside the PDT meetings. A detailed project schedule (including environmental milestones) will be maintained and include the progress of individual tasks and a status of deliverables. Michael Baker will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on our QA/QC procedures and Caltrans QA/QC procedures. Michael Baker' environmental staff will attend and participate in four (4) PDT or environmental meetings, prepare deliverables log and action items log, and report the progress of the work. Progress will be based on physical percent complete such as number of drawings or deliverables.

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend four (4) PDT or environmental meetings
- Attendance at Caltrans focused environmental meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

4.2 Water Quality Technical Memorandum (WQTM)

A Water Quality Technical Memorandum (WQTM) document will be prepared by Michael Baker for use in the ED. The WQTM will qualitatively discuss the project's impacts on receiving water quality during construction and post-construction conditions based on the region's applicable stormwater regulations and consistent with the California Department of Transportation National Pollutant Discharge Elimination System (NPDES) permit requirements (Order No. 2012-0011-DWQ). It will characterize the baseline water quality conditions, identify the potential water quality issues from the project, and identify applicable mitigation measures (Best Management Practices and hydromodification measures) to address the short-term and long-term impacts. The memo will discuss the following:

- The approach for the water quality assessment and the evaluation of the potential impacts related to implementing the project.
- Regional Hydrology, Local Hydrology, Floodplains, Groundwater Resources, Topography, Climate, and Soils/Erosion Potential.
- The applicable requirements of the Federal Clean Water Act (CWA), State Water Quality Regulations (Statewide General Construction Permit), State Requirements under Section 402 of the Federal CWA, Beneficial Uses, Groundwater and Surface Water Quality Objectives, and Impaired Waters. The WQTM will discuss the risk analysis that will be conducted as part of the Storm

Exhibit "A"

Water Data Report (SWDR) consistent with the California Statewide General Construction Permit (Order No. 2009-0009-DWQ). The appropriate Risk Level will be determined based on the planned construction schedule duration and the condition of receiving waters.

- Potential stormwater quality mitigation measures (Best Management Practices) that may be needed per the water quality requirements applicable to the project to address urban runoff treatment, Total Maximum Daily Loads (TMDLs)/watershed mandates, and hydromodification management will be obtained from the SWDR and incorporated into the WQTM.
- The impairment of receiving waters will be confirmed (303(d) listed and/or TMDLs), which will determine the overall strategy for addressing potential impacts during and after construction.

Deliverable:

- Draft/Final WQTM

4.3 Air Quality Analysis Report (AQA)

The analysis will be prepared in accordance with the latest following protocols/guidelines: Caltrans Standard Environmental Reference, U.S. Environmental Protection Agency's March 2006 Final Rule and Transportation Conformity Guidance for Quantitative Hot-spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas (December 2010) and Transportation Project-Level Carbon Monoxide Protocol. The Air Quality Report will also analyze and discuss the presence/absence of naturally occurring asbestos and construction-related emissions. The Greenhouse Gas Emissions Analysis will be based on the Caltrans Climate Action Program and will require coordination with District Headquarters staff on the final methodology.

The analysis will address "existing", "existing plus project", "opening year", "opening year plus project", "forecast", and "forecast plus project" conditions. The analysis will also document whether the proposed project is included in the latest Regional Transportation Plan (RTP), and Federal Transportation Improvement Program (FTIP) for preliminary engineering/environmental documentation. Mitigation measures will be defined for any construction and/or operational impacts that are identified. This scope excludes a separate stand-alone conformity analysis.

Deliverable:

- Draft/Final Air Quality Analysis

4.4 Noise Analysis

The noise analysis will be prepared in accordance with Caltrans SER Volume 1 Chapter 12 and CEQA guidelines as well as the Caltrans' Traffic Noise Analysis Protocol and Technical Noise Supplement. Prior to initiating the Noise Study Report (NSR), Michael Baker will initiate a teleconference call with Caltrans to review and confirm the proposed measurement locations. The NSR will be prepared consistent with the Caltrans Noise Analysis Protocol to address traffic noise impacts on noise-sensitive land uses located within the study area. Short-term (15-minute) noise measurements will be taken at up to two (2) locations to document the existing noise environment, as well as to calibrate the traffic noise model. Michael Baker will obtain City approval of the

Exhibit "A"

locations of these noise measurements prior to seeking Caltrans approval of the locations. The Federal Highway Administration (FHWA) Traffic Noise Model (TNM) version 2.5 will be used to evaluate traffic noise levels associated with the Existing, Future No Build, and Future Build conditions. The Traffic Noise Study Report shall take into consideration impacts to frequent outdoor uses, as defined by FHWA, and recommend mitigation as appropriate. Recommendations will be made for any required noise abatement measures, including sound walls. As the proposed project would generate construction noise resulting in temporary or periodic increases in ambient noise levels, the Noise Study Report will also address the full range of construction noise potential. This scope excludes the preparation of a Noise Abatement Decision Report (NADR).

Deliverable:

- Draft/Final Noise Analysis

4.5 Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)

Michael Baker has retained Cogstone Resource Management for preparation of a Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER). The PIR/PER will be conducted/prepared per the guidelines set forth in the Caltrans SER. The tasks that will be completed under the Paleontology Resources Scope are as follows:

- **Locality Search.** Cogstone Resource Management will conduct a geological and paleontological literature and locality review through the Los Angeles County Museum of Natural History, and records maintained by Cogstone.
- **Field Survey.** Cogstone Resource Management will complete a pedestrian survey of the project footprint. The purpose of the survey is to confirm the geology as it has been mapped, confirm the presence of any localities that may have been recorded, and to determine if there might be any unrecorded localities within the project footprint.
- **Paleontological Investigation Report (PIR).** Cogstone Resource Management will prepare a PIR. This report will detail results of the locality search, the geological investigation, and the field survey. The PIR will assess whether there are known or reasonably anticipated paleontological resources within the project footprint. If so, based on the description of proposed work and excavation parameters, the report will determine whether or not project excavation will impact those resources.
- **Paleontological Evaluation Report (PER).** Cogstone Resource Management will prepare a PER. This report is usually combined with the PIR and is prepared when the PIR determines that there is potential for paleontological resources to be encountered during excavation for the project. The PER will determine: (1) Caltrans legal responsibilities; (2) the necessity for involving other agencies and stakeholders; (3) whether the resource can be avoided (regardless of its potential significance); and (4) the significance of the resource. If significant resources are identified, the PER will make recommendations on how to mitigate any impacts such as avoidance or preparation of additional studies such as a Paleontological Mitigation Plan (PMP).

Exhibit "A"

Deliverable:

- Draft/Final PIR/PER

4.6 Historical Resources Compliance Report (HRCR) and Archaeological Survey Report (ASR)

This task assumes that baseline archaeological existing conditions data for the project site will be provided by GPA Consulting to facilitate preparation of a Historic Resources Compliance Report (HRCR). The HRCR is intended to address both archaeological and historical impacts under the Caltrans SER. The HRCR will be prepared by Cogstone Resource Management for the proposed project, and will be supported by an Archaeological Survey Report (ASR). The primary components of the analysis will include:

- **Native American Consultation.** Background research for the presence or potential presence of archaeological or ethnohistorical resources would include requesting a Sacred Lands file search from the Native American Heritage Commission (NAHC) and related communication with Native American tribes, groups or individuals recommended by the NAHC's response. Cogstone Resource Management will prepare project information and draft letters for AB52 consultation by Caltrans. This task will take into consideration previous NAHC consultation that has been performed by the City in August and September of 2015.
- **Records Search.** Michael Baker will conduct a literature search at the South Central Coastal Information Center (SCCIC). A review of archival sources and historic maps will be conducted to determine the existence of previously recorded cultural resources (archaeological and built environment resources) within the project boundaries and a one-mile radius. **Historic Resources Compliance Report (HRCR) and Archaeological Survey Report (ASR).** Cogstone Resource Management will prepare the cultural resources technical report (HRCR) that will characterize the results of the records search, field surveys, and previous consultation efforts, to determine baseline conditions, assess potential impacts to cultural resources resulting from the project, and make appropriate recommendations to avoid or minimize any potentially significant impacts. The HRCR will be supported by an ASR, which will be conducted in accordance with the Caltrans SER Volume 2.

Deliverables:

- Draft/Final HRCR and ASR
- Native American consultation record (includes sample letters, phone logs, etc.)

4.7 Natural Environment Study (NES)

This task assumes that baseline existing conditions data for the project site will be provided by GPA Consulting to facilitate preparation of a Natural Environment Study (NES). The biological resources studies for the proposed project will be conducted in accordance with Caltrans guidance to satisfy the requirements of CEQA. Primary components of the NES are as follows.

Exhibit "A"

- **Literature Review.** Michael Baker will review all biological reports previously prepared for the project and other vicinity data for the general area to determine which sensitive biological resources are likely to occur on-site or within adjacent areas. Michael Baker will also utilize the California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California to conduct record searches of sensitive biological resources known to occur in the region and general vicinity of the site. Additional information sources will be consulted including the CDFW, United States Fish and Wildlife Service (USFWS), historic/current aerial photographs, and topographic maps as appropriate, to define the habitat requirements for sensitive species potentially occurring on-site. This will allow us to focus the field visit on federally and state listed species and habitats known to occur, or have the potential to occur, within the vicinity of the BSA.

In accordance with Caltrans guidelines, Michael Baker will obtain a species lists from the USFWS of threatened and endangered species known from the project vicinity that is no more than 180 days old. Additionally, Michael Baker will query the USFWS Information for Planning and Conservation (IPaC) project planning tool to help streamline the USFWS environmental review process. The results of the records search will be summarized in a table and included in the NES.

- **Natural Environmental Study.** A NES report will be prepared with the results from the GPA field data that will document all plant and wildlife species and plant communities occurring on the BSA, and the site's potential to support any federally or State listed species. The results of the delineation of jurisdictional waters, prepared under separate cover, will be incorporated into the NES report and the delineation report will be included as an appendix to the NES. The report will include a detailed map of the plant communities occurring on-site, and their respective acreages. The report will include a brief analysis of anticipated impacts to jurisdictional waters, recommendations for further studies that may be needed prior to development, and suggested mitigation measures, if necessary. The report will be sufficient to allow Caltrans to make the appropriate impact/mitigation determinations under CEQA.

Deliverable:

- Draft/Final NES

4.8 Jurisdictional Delineation (JD) Report

This task assumes that baseline existing conditions data for the project site will be provided by GPA Consulting to facilitate preparation of a Jurisdictional Delineation (JD) Report. Utilizing the information provided by GPA, the delineation will result in:

- a determination of the United States Army Corps of Engineers' (Corps) ordinary high water mark (OHWM) and indicate the existence of any three (3) parameter wetlands on-site. The actual presence or absence of wetlands on-site will be verified through the determination of the presence of hydrologic conditions,

Exhibit "A"

hydrophytic vegetation, and hydric soils pursuant to the September 2008 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0)*. City staff has indicated that Corps has determined that Amargosa Creek and its tributaries are not considered Waters of the U.S.; however, Michael Baker will verify the presence of other drainages or channels in other locations that may be subject to Corps jurisdiction;

- the California Department of Fish and Wildlife's (CDFW) jurisdiction being identified via on-site streambed or to the outer drip line of riparian vegetation (if present) pursuant the California Fish and Game Code; and,
- in cases where isolated and/or Rapanos conditions are present, the delineation will identify areas under the jurisdiction of the Regional Water Quality Control Board (Regional Board) pursuant to the California Porter-Cologne Water Quality Act.

Michael Baker staff will also conduct a thorough literature review of relevant information that supports the site reconnaissance and report preparation. Sources reviewed are anticipated to include topographic maps, soil surveys, historic and current aerial photography, flood maps, hydrology/climate information and watershed data.

Michael Baker will prepare a comprehensive written report discussing on-site jurisdictional areas. The delineation will consist of the following Sections: 1) Introduction and Purpose; 2) Summary of Regulations; 3) Methodology; 4) Literature Review; 5) Site Conditions; 6) Findings 7) Regulatory Approval Process; 8) References; and 9) Appendices.

Pursuant to agency requirements, the delineation report will include a maximum of five (5) exhibits to enhance the written text and clarify the Project, jurisdictional areas, and project impacts. Exhibits are anticipated to include: 1) Regional Vicinity Map; 2) Site Vicinity Map; 3) Site Plans (or aerial); 4) On-Site Photographs; and, 5) Jurisdictional Map. This task includes time for Geographic Information Systems (GIS) analysis associated with the delineation map. The delineation map will be a scale of 1"= 300' or greater and will consist of an aerial photograph. Drainages will be overlaid on the aerial photograph and each agency's jurisdiction will be identified by width and length.

Deliverable:

- Draft/Final JD

4.9 Phase I Initial Site Assessment

Michael Baker will prepare a Phase I Initial Site Assessment (ISA) for the proposed project. The ISA will be prepared in accordance with the ASTM International (ASTM) Standard Practice E 1527-13 and the Caltrans SER.

The objectives of the ISA are to: (1) evaluate the potential for hazardous materials on the site based upon readily discernible and/or documented present and historic on-site uses and uses immediately adjacent to the site, and (2) generally characterize the expected nature of hazardous substances that may be present as a result of such uses,

Exhibit "A"

within the limits imposed by the scope of the ISA. Substances that may be considered hazardous include, but are not limited to petroleum products, pesticides, organic compounds, heavy metals, or other compounds injurious to human health and the environment.

The ISA is not intended to provide specific qualitative or quantitative information as to the actual presence of hazardous materials at the site, but is to merely identify the potential presence based on available information and provide preliminary conclusions relative to site conditions. This scope specifically excludes laboratory testing and field sampling (although these can be reviewed by Michael Baker if provided by the Client). Also, environmental lien searches and chain of title documents are not included as part of this scope and fee, but may be reviewed on a time and materials basis, if requested by the Client. The Phase I ISA will include the following components.

- **Site Visit.** Perform a site visit, which will consist of a visual examination of the project site for visual evidence of potential environmental concerns, including existing or potential soil and groundwater contamination as evidenced by soil or pavement staining or discoloration; stressed vegetation; indications of waste dumping or burial; pits; ponds; or lagoons; containers of hazardous substances or petroleum products; electrical and hydraulic equipment that may contain PCBs, such as electrical transformers and hydraulic lifts; and underground and aboveground storage tanks. Michael Baker will examine the physical characteristics of the property (i.e., apparent runoff directions, location of paved areas, etc.). It should be noted that the site visit specifically excludes any subsurface investigation including, but not limited to, sampling and/or laboratory analysis. A preliminary visual examination of immediately adjacent property conditions and their general nature will be conducted.
- **Historical Use Investigation.** An investigation of historical uses of the project site by examining locally available aerial photographs (including historical aerial photos), historical topographic maps, and other available documentation for evidence of potential environmental concerns associated with prior land uses. This analysis will be provided in table format within the ISA report. Other past investigations will also be considered, if provided by the Client.
- **Interviews.** Interview knowledgeable persons (i.e., current property owners, operators, occupants, adjacent residents, as well as applicable public agencies, if available) to identify operations conducted on the project site and neighboring properties, if any. Michael Baker will also identify the uses of all adjoining properties (i.e., those contiguous to the project site). If such operations are likely to affect the project site by contamination with hazardous substances or petroleum products, Michael Baker will describe the concerns presented to the project site within the ISA.
- **Physical Setting Documentation.** A review of information available on general geology and topography of the project site and local groundwater conditions will be conducted.

Exhibit "A"

- **Regulatory Database Search.** Review the commercial database summaries, provided by Environmental Data Resources, Inc. (EDR), regarding public agency records for the project site and surrounding area.
- **Other Documentation.** A review of available property data for the project site, if applicable and available, will be conducted. Michael Baker will complete the ISA Checklist, as required by Caltrans, for the project.

Deliverable:

- Draft/Final Phase I ISA

4.10 Community Impact Analysis

Michael Baker will incorporate an analysis of community impacts into the IS/MND. Since there are no existing land uses on or adjacent to the project site, it is anticipated that this analysis will be qualitative and that a stand-alone technical study will not be required. The analysis will take into consideration the Communities/Neighborhoods existing conditions documentation being prepared by GPA Consulting. The analysis will consider the project's potential to affect community character and cohesion, community facilities, result in any relocations, or result in impacts tied to environmental justice.

Deliverable:

- Draft/Final Community Impact Analysis

4.11 Screencheck Draft IS/MND

The Screencheck Draft Initial Study/Mitigated Negative Declaration (IS/MND) will incorporate the environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the project, proposed mitigation measures, an environmental commitment record (ECR) and a listing of environmental (and related) permits required for implementation of the project. As noted above, it is assumed that existing conditions documentation related to archaeological, biological, and community/neighborhood resources will be provided by GPA Consulting and incorporated by Michael Baker into the Screencheck Draft IS/MND.

Impacts will be analyzed on both a project-level and cumulative basis, as required by Caltrans. A Screencheck IS/MND will be submitted for review by the CITY. Michael Baker will revise the Screencheck IS/MND based on CITY comments, and then submit the document to Caltrans. Michael Baker will respond to one set of comments from each agency. Upon revising the Screencheck IS/MND based on CITY and Caltrans comments, the document will be resubmitted with a "comment and response" matrix to expedite the review.

Deliverables:

- Screencheck Draft IS/MND (CITY)
- Screencheck Draft IS/MND (Caltrans)

Exhibit "A"

- Response to Comments Matrix

4.12 Draft IS/MND

Michael Baker will respond to one additional set of comments on the IS/MND from the CITY and Caltrans. The revised IS/MND will be prepared for public review and distribution. The Draft IS/MND will be submitted to Caltrans District 7 for signature.

Deliverables:

- Draft IS/MND
- Response to Comments Matrix

4.13 Draft IS/MND Public Review

Michael Baker will consult with Caltrans staff to establish the public review period, public notification and agency filing requirements. Filing fees for noticing will be paid by the CITY. MS Word document computer files will be provided to the CITY and Caltrans, including one in Adobe PDF format. Michael Baker will distribute copies of the Notice of Availability/Notice of Intent (NOA/NOI) and IS/MND, and post the Notice at the County Clerk and State Clearinghouse. Michael Baker will also perform a radius mailing of the NOA/NOI to all property owners within 700 feet of the project site. It is also assumed that the CITY will be responsible for any required newspaper noticing and associated fees.

Deliverables:

- Draft IS/MND (40 copies)
- Notice of Availability/Notice of Intent (200 copies)
- Draft IS/MND in PDF Format (50 CDs)

5.0 Public Meetings and Outreach

5.1 Public Outreach Support and Public Meetings

Michael Baker, under separate contract to Kimley Horn, will prepare outreach material for two (2) public meetings and outreach activities. These materials will include a project fact sheet, sign-in sheets, comment cards, and name tags and will conform to the Caltrans template. The outreach team will also coordinate with the CITY for placement of newspaper advertisement and press releases in up to two (2) local newspapers. Technical staff from our engineering and environmental team will attend and participate in the meetings.

Deliverable:

- Attendance and participation by four (4) staff in two (2) public meetings

6.0 Prepare Final Environmental Document, Final Project Report and Obtain Environmental Clearance

6.1 Task Management and Meetings

Michael Baker key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT

Exhibit "A"

meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the two (2) PDT meetings. A detailed project schedule will be maintained by the Michael Baker to include the progress of individual tasks and a status of deliverables. Michael Baker will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on Michael Baker QA/QC procedures and Caltrans QA/QC procedures.

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend two (2) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

6.2 Select Preferred Project Alternative

Michael Baker will prepare matrix comparing two (2) build alternatives to select a preferred alternative. Geometric design, traffic operations impacts, design exceptions, environmental impacts, right of way impacts and other variables will be compared between the two (2) build alternatives. A PDT focus meeting will be held to discuss the evaluations and results. A memorandum will be prepared and sent to the PDT summarizing the findings of the comparisons for review and approval by the PDT. Upon agreement, the PDT will choose a Preferred Alternative.

Deliverables:

- Preferred Alternative Memorandum
- Selection of Preferred Alternative
- Attend one (1) PDT meeting

6.3 Project Report (PR)

Michael Baker will document recommendation of the Preferred Alternative based on the public input on the Draft Environmental Document and concurrence by the PDT. Subsequently, a draft PR will be prepared and will incorporate the selected Preferred Alternative. The report shall review the development of the Preferred Alternative including public and agency comments obtained during the public meetings and environmental review period. The draft PR will be submitted to the CITY for screencheck review and subsequently to the CITY and Caltrans for review and comment. Upon receipt of comments from Caltrans, a response matrix documenting the comments and response to each comment will be prepared. The final PR will be revised and submitted to Caltrans for approval. The final PR will be signed by a Registered Civil Engineer and submitted to Caltrans for approval and signature.

Deliverables:

- Screencheck PR (CITY)
- Draft / Final PR (CITY/Caltrans)
- Response to Comments Matrix

Exhibit "A"

6.4 Final IS/MND

After the public distribution of the Draft Environmental Document, Michael Baker will prepare a Final Environmental Document to document the selection of the preferred alternative and address public comments on the Draft IS/MND.

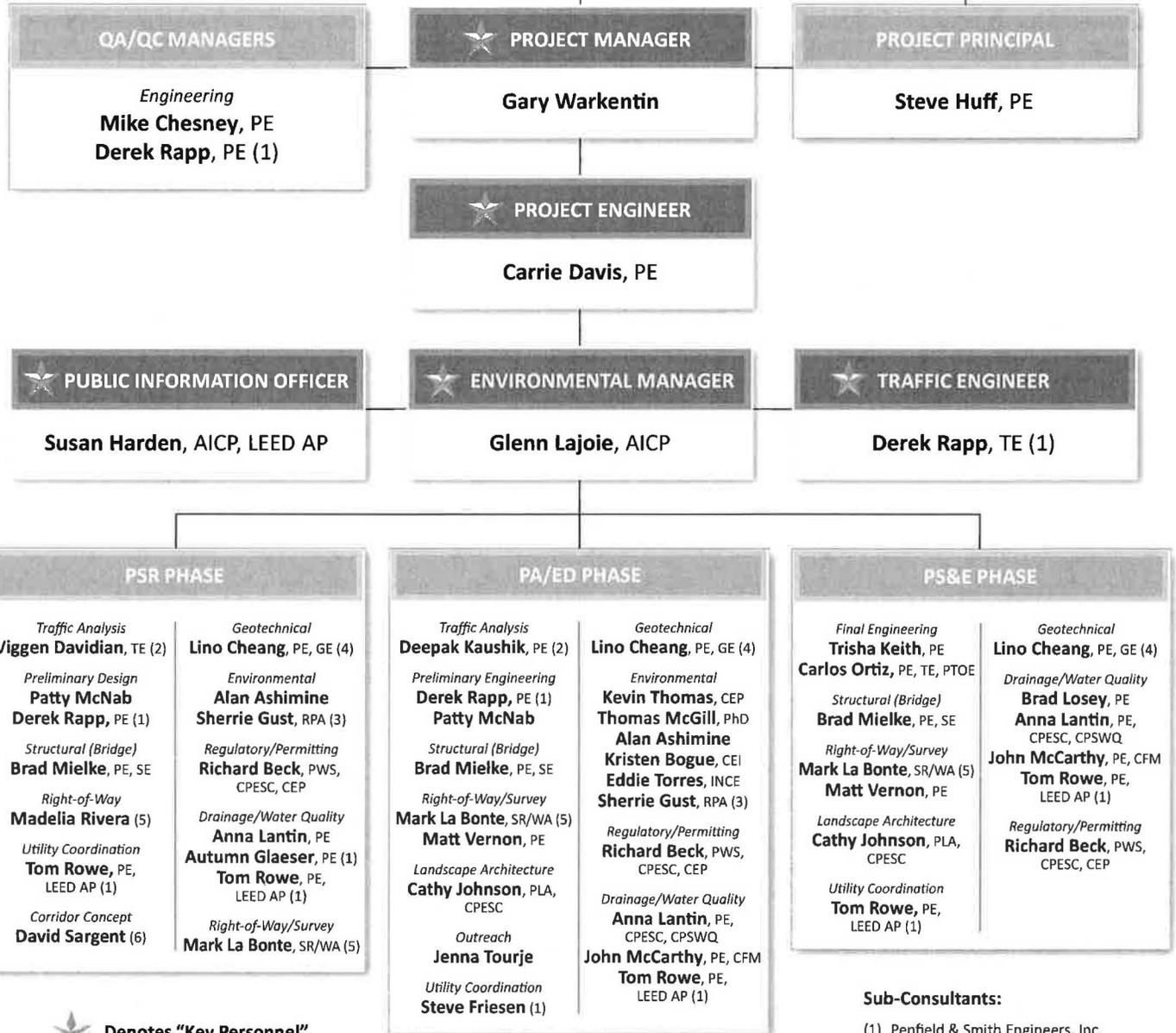
Michael Baker will prepare thorough, reasoned, and appropriate responses to environmental comments received on the proposed project that are received during the IS/MND public review period. Upon completion of these Responses to Comments documents, they will be transmitted to the CITY and Caltrans for review. Michael Baker will consolidate comments received from the CITY and Caltrans and respond to comments utilizing a Responses to Comments Matrix. Following review of these Draft Responses to Comments documents, Michael Baker will finalize the Final IS/MND and submit to the CITY and Caltrans. The Final IS/MND is assumed to contain the Draft IS/MND, Responses to Comments, and any additional revisions required by Caltrans.

This task also includes assistance in preparing the Notice of Determination (NOD) and Environmental Commitments Record (ECR) for the project. Michael Baker will prepare the NOD for signature, and post the document at the State Clearinghouse as required under the CEQA Guidelines. This task assumes the payment of any CEQA filing fees would be provided by the CITY.

Deliverables:

- Response to Comments Matrix
- Assistance in preparation of NOD
- Assistance in preparation of ECR
- Final IS/MND (30 copies)

EXHIBIT "A"



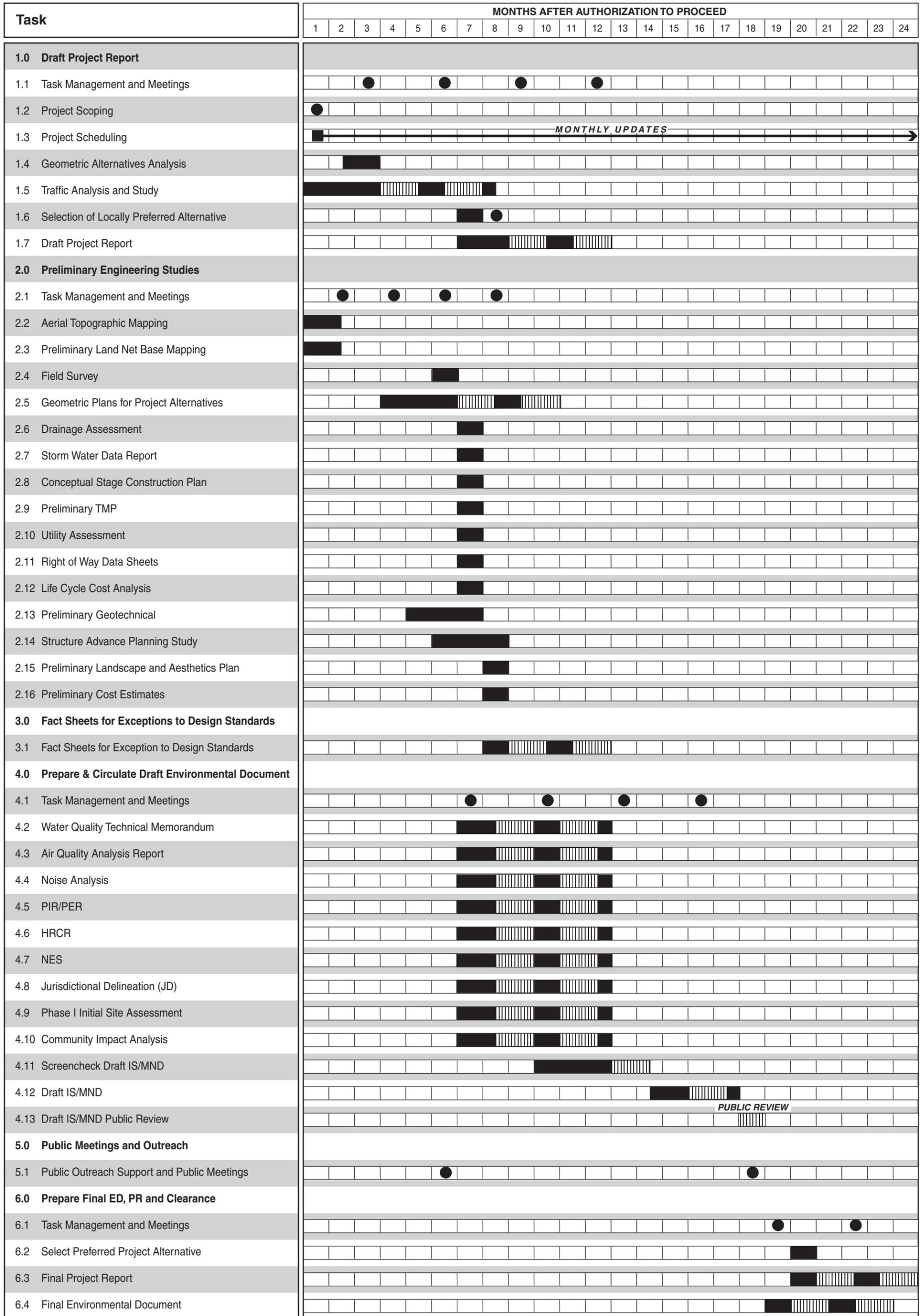
Denotes "Key Personnel"
(Per Request for Proposal)

Sub-Consultants:

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

Exhibit "A"

SR-138 / AVENUE G PA/ED PROJECT SCHEDULE



Task Preparation
 Agency Review
 Meetings

EXHIBIT "B"

TERM, PAYMENT AND TIME FOR COMMENCEMENT AND COMPLETION CLAUSE

Term

This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONSULTANT. This Agreement shall continue in full force and effect for a period of three (3) years 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 \$845,999.00. Actual costs shall not exceed the estimated wage rates and other costs as set forth in the CONSULTANT'S proposal. Source documentation supporting billed costs must be submitted with invoice. CONSULTANT shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed amount specified above. Any additional work will require a separate Authorization for Consultant Services signed by both parties.

CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the City of itemized invoices. Invoices shall be submitted no later than 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 three (3) calendar days following issuance of Notice to Proceed. It is anticipated that performance of the work will be completed within eighteen (18) months from commencement. In no event shall performance of the work be completed later than two (2) years 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.

Gary L. Warkentin, Senior Vice President
Michael Baker International, Inc.

Exhibit "B"

ESTIMATED HOURS AND BUDGET SR-138 / AVENUE G INTERCHANGE CITY OF LANCASTER

MICHAEL BAKER INTERNATIONAL TEAM

Task Description		Hours							Total Estimated Hours	Total Estimated Fee	
		Senior Principal	Project Manager	Project Engineer / Planner	Designer / Planner	2-Person Survey Crew	Subconsultants: COG = Cogstone Resource Management Inc. EMI = Earth Mechanics, Inc IT = Iteris OPC = Overland, Pacific & Cutler ST = Stantec VMR = Vertical Mapping Resources, Inc.				
		\$ 275	\$ 185	\$ 152	\$ 122	\$ 260	Hrs	Sub			Dollars
PROJECT REPORT AND ENVIRONMENTAL DOCUMENT											
1.0	Draft Project Report	58	144	326	188		444		\$ 55,742	1,160	\$ 170,820
1.1	Task Management and Meetings	16	44	48						108	\$ 19,836
1.2	Project Scoping	8	16	16	28				\$ -	68	\$ 11,008
1.3	Project Scheduling	2	16	10					\$ -	28	\$ 5,030
1.4	Geometric Alternatives Analysis	10	16	36	64		244	ST	\$ 30,792	370	\$ 49,782
1.5	Traffic Analysis and Study	4	4	16			200	IT	\$ 24,950	224	\$ 29,222
1.6	Selection of Locally Preferred Alternative	6	8	40	16				\$ -	70	\$ 11,162
1.7	Draft Project Report	12	40	160	80				\$ -	292	\$ 44,780
2.0	Preliminary Engineering Studies	113	299	544	920	84	754		\$ 131,040	2,714	\$ 434,198
2.1	Task Management and Meetings	16	44	48					\$ -	108	\$ 19,836
2.2	Aerial Topographic Mapping	2	32	42		76		VMR	\$ 17,733	152	\$ 50,347
2.3	Preliminary Land Net Base Mapping	2	8	10	22				\$ -	42	\$ 6,234
2.4	Field Survey	1	2	4		8			\$ -	15	\$ 3,333
2.5	Geometric Plans for Project Alternatives	32	68	140	334		260	ST	\$ 35,704	834	\$ 119,112
2.6	Drainage Assessment	2	2	6	10		136	ST	\$ 20,928	156	\$ 23,980
2.7	Storm Water Data Report	2	4	4	4		48	ST	\$ 8,464	62	\$ 10,850
2.8	Conceptual Stage Construction Plan	4	6	16	34		28	ST	\$ 4,824	88	\$ 13,614
2.9	Preliminary Transportation Management Plan Data Sheet	2	8	10	22				\$ -	42	\$ 6,234
2.10	Utility Assessment	2	6	14	30		28	ST	\$ 4,824	80	\$ 12,272
2.11	Right of Way Data Sheets	2	1	2	2		64	ST / OPC	\$ 8,120	71	\$ 9,403
2.12	Life Cycle Cost Analysis	4	8	16	40				\$ -	68	\$ 9,892
2.13	Preliminary Geotechnical Investigations and Evaluation	2	2	2	2		170	EMI	\$ 27,523	178	\$ 28,991
2.14	Structure Advance Planning Study (APS)	36	80	180	310				\$ -	606	\$ 89,880
2.15	Preliminary Landscape and Aesthetics Plan	2	16	24	56				\$ -	98	\$ 13,990
2.16	Preliminary Cost Estimates	2	12	26	54		20	ST	\$ 2,920	114	\$ 16,230
3.0	Fact Sheets for Exceptions to Design Standards	4	10	24	48				\$ -	86	\$ 12,454
3.1	Fact Sheets for Exception to Design Standards	4	10	24	48				\$ -	86	\$ 12,454
4.0	Prepare and Circulate Draft Environmental Document	57	140	224	462				\$ 11,940	883	\$ 143,927
4.1	Task Management and Meetings	16	40	36					\$ -	92	\$ 17,272
4.2	Water Quality Technical Memorandum (WQTM)	4	8	12	32				\$ -	56	\$ 8,308
4.3	Air Quality Analysis Report (AQA)	4	8	16	40				\$ -	68	\$ 9,892
4.4	Noise Analysis	4	8	18	46				\$ -	76	\$ 10,928
4.5	PIR/PER							COG	\$ 5,010	0	\$ 5,010
4.6	HRCR							COG	\$ 6,930	0	\$ 6,930
4.7	NES	4	12	20	48				\$ -	84	\$ 12,216
4.8	Jurisdictional Delineation (JD)	2	8	16	36				\$ -	62	\$ 8,854
4.9	Phase I Initial Site Assessment (ISA)	4	10	24	48				\$ -	86	\$ 12,454
4.10	Community Impact Analysis	1	5						\$ -	6	\$ 1,200
4.11	Screencheck Draft IS/MND	12	26	52	132				\$ -	222	\$ 32,118
4.12	Draft IS/MND	4	10	18	46				\$ -	78	\$ 11,298
4.13	Draft IS/MND Public Review	2	5	12	34				\$ -	53	\$ 7,447

Exhibit "B"

ESTIMATED HOURS AND BUDGET SR-138 / AVENUE G INTERCHANGE CITY OF LANCASTER

MICHAEL BAKER INTERNATIONAL TEAM

Task Description		Hours							Total Estimated Hours	Total Estimated Fee	
		Senior Principal	Project Manager	Project Engineer / Planner	Designer / Planner	2-Person Survey Crew	Subconsultants: COG = Cogstone Resource Management Inc. EMI = Earth Mechanics, Inc IT = Iteris OPC = Overland, Pacific & Cutler ST = Stantec VMR = Vertical Mapping Resources, Inc.				
		\$ 275	\$ 185	\$ 152	\$ 122	\$ 260	Hrs	Sub			Dollars
5.0	Public Meetings and Outreach	8	8	16				\$ -	32	\$ 6,112	
	5.1 Public Outreach Support and Public Meetings	8	8	16				\$ -	32	\$ 6,112	
6.0	Prepare Final Env Document, Project Report and Obtain Environmental Clearance	20	72	108	166			\$ -	366	\$ 55,488	
	6.1 Task Management and Meetings	8	28	30				\$ -	66	\$ 11,940	
	6.2 Select Preferred Project Alternative	4	8	16	36			\$ -	64	\$ 9,404	
	6.3 Final Project Report	4	24	40	80			\$ -	148	\$ 21,380	
	6.4 Final Environmental Document	4	12	22	50			\$ -	88	\$ 12,764	
OTHER DIRECT COSTS								\$ -		\$ 23,000	
	Reproduction & Mileage							\$ -		\$ 23,000	
PA/ED TOTAL:		260	673	1,242	1,784	84	1,198	\$ 198,722	5,241	\$ 845,999	

Exhibit "B"

Michael Baker

INTERNATIONAL

HOURLY RATE SCHEDULE

OFFICE PERSONNEL	\$/ Hour
Senior Principal.....	\$275.00
Principal.....	255.00
Project Director.....	240.00
Program Manager.....	230.00
Senior Project Manager.....	220.00
Project Manager.....	185.00
Structural Engineer.....	200.00
Technical Manager.....	190.00
Senior Engineer.....	175.00
Senior Planner.....	175.00
Electrical Engineer.....	170.00
Biologist.....	165.00
Landscape Architect.....	160.00
Senior GIS Analyst.....	154.00
Project Engineer.....	152.00
Project Planner.....	152.00
Environmental Specialist.....	150.00
Design Engineer/Senior Designer/Survey Analyst.....	150.00
GIS Analyst.....	130.00
Designer/Planner.....	122.00
Project Coordinator.....	120.00
Graphic Artist.....	110.00
Environmental Analyst/Staff Planner.....	110.00
Design Technician.....	110.00
Assistant Engineer/Planner.....	100.00
Permit Processor.....	90.00
Engineering Aid/Planning Aid.....	80.00
Office Support/ Clerical.....	70.00
SURVEY PERSONNEL	
2-Person Survey Crew.....	\$260.00
1-Person Survey Crew.....	165.00
Licensed Surveyor.....	185.00
Field Supervisor.....	175.00
CONSTRUCTION MANAGEMENT PERSONNEL	
Principal Construction Manager.....	\$235.00
Construction Manager.....	210.00
Contract Manager.....	175.00
Resident Engineer.....	175.00
Construction Inspector (Prevailing Wage).....	175.00
Construction Inspector (Non-Prevailing Wage).....	140.00
Field Office Engineer.....	115.00
Construction Technician.....	97.00
Contract Support.....	75.00