

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES is made and entered into this 1st day of October, 2014, by and between the CITY OF LANCASTER, a municipal corporation, hereinafter referred to as OWNER, and PENFIELD & SMITH ENGINEERS, INC., hereinafter referred to as CONSULTANT.

RECITALS

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

**PRELIMINARY ROAD DIET DESIGN SERVICES
CDP 14-06, AVENUE I AND 10TH STREET WEST ROAD DIET**

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: Penfield & Smith Engineers, Inc.

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

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

CONSULTANT Hady Izadpanah, President
 Penfield & Smith Engineers, Inc.
 111 East Victoria Street
 Santa Barbara, CA 93101

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall

assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The Request for Proposal (RFP 595-14) – Preliminary Road Diet Design Services and CONSULTANT’S Proposal are hereby incorporated in and made a part of this AGREEMENT. CONSULTANT agrees to comply with all of the requirements set forth therein.

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

- First: This Document consisting of 16 pages excluding paragraph 5
- Second: Request for Proposal (RFP 595-14) – Preliminary Road Diet Design Services
- Third: The CONSULTANT’S Proposal

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

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONSULTANT for all work and services described in Exhibit “A” is not to exceed \$89,653.50. CONSULTANT’S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit “B” attached hereto and made a part hereof.

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

8. **Obligations of the CONSULTANT.**

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

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

9. **Payment of Prevailing Wage.**

A. The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the field work to be done, including mapping and surveying, geotechnical

investigation, potholing and traffic control services. Per Labor Code 1720, these rates shall be the minimum wage rates for this project. These rates are on file with the City of Lancaster and copies will be made available to any interested party upon request.

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

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

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

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

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

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

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

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

11. **Hold Harmless and Indemnification.** CONSULTANT agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses,

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

12. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Director of Public Works and CONSULTANT.

13. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this AGREEMENT, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONSULTANT will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

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

14. **Termination for Convenience.** The governing board of the OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONSULTANT of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of OWNER, become the OWNER's property. If this AGREEMENT is terminated by OWNER as provided herein, CONSULTANT will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

15. **Termination for Cause.**

A. The governing board of the OWNER may, by written notice to CONSULTANT, terminate the whole or any part of this AGREEMENT in any of the following circumstances:

(1) If CONSULTANT fails to perform the services required by this AGREEMENT within the time specified herein or any authorized extension thereof; or

(2) If CONSULTANT fails to perform the services called for by this AGREEMENT or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period that OWNER may authorize in writing) after receipt of notice from OWNER specifying such failure.

B. In the event OWNER terminates this AGREEMENT in whole or in part as provided above in paragraph A of this Section, OWNER may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

C. If this AGREEMENT is terminated as provided above in paragraph A, OWNER may require CONSULTANT to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by CONSULTANT. Upon such termination, CONSULTANT shall be paid an amount equal to the contract amount, less the cost of hiring another CONSULTANT to complete CONSULTANT's services. In the event no new CONSULTANT is employed, CONSULTANT shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to completed work and work in progress, complete and incomplete drawings, and other documents whether delivered to OWNER or in possession of CONSULTANT, and authorized reimbursement expenses.

D. If, after notice of termination of the AGREEMENT under the provisions of this Section, it is determined, for any reason, that CONSULTANT was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 14.

16. **Independent Contractor.** CONSULTANT is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONSULTANT is an independent contractor.

17. **Insurance.**

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

Commercial General Liability	
Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Broad Form Property Damage	
 Commercial Automobile Liability	
Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
 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	\$1,000,000
General Aggregate	\$1,000,000

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

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

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

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

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

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

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

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

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

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

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

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

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

**Preliminary Road Diet Design Services
CDP 14-06, Avenue I and 10th Street West Road Diet**

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

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

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

(4) List in the "Cancellation" section:

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

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

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

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

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

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

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

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

C. No extension of time requested or granted hereunder shall entitle CONSULTANT to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event, OWNER shall in good faith consider any request for additional compensation submitted by CONSULTANT.

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

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

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

CONSULTANT warrants and represents to OWNER as follows:

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

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

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

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

23. **Resolution of Disputes.**

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

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

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

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

24. **Exhibits.**

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

Exhibit "A" Scope of Services

Exhibit "B" Payment Clause

25. **Governing Law.**

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

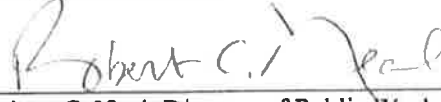
26. **Effective Date.**

This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONSULTANT, executes 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: 
Robert C. Neal, Director of Public Works

Dated: 9/26/14

By: 
Mark V. Bozigian, City Manager

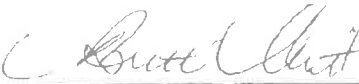
Dated: 9-30-14

"CONSULTANT"
PENFIELD & SMITH ENGINEERS, INC.

By: 
Hady Izadpanah, President

Dated: 9/4/2014

ATTEST:


Britt Avrit, CMC
City Clerk

APPROVED AS TO FORM:


Allison E. Burns, Esq.
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

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

The work to be performed under this contract shall include:

SEE ATTACHED

EXHIBIT A: SCOPE OF SERVICES

PREVAILAING WAGE

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, surveying, traffic control, etc. services. These rates shall be the minimum wage rates for these portions of the project. These rates are on file with the City of Lancaster and copies will be made available to any interested party upon request.

PROJECT DESCRIPTION AND LOCATION

The Consultant shall provide Preliminary Road Diet Design Services including Base Mapping and Traffic Engineering Services for the “Avenue I and 10th Street West Road Diet” that extends on Avenue I, from 20th Street West to Sierra Highway, and on 10th Street West, from Avenue H to Lancaster Boulevard.

Consultant shall coordinate with City staff to prepare the design base mapping for all the required street segments. Design base mapping services shall not include field pavement evaluation, material testing, or rehabilitation plans.

Traffic Engineering services shall include road diet signing and striping layout and preliminary civil design of street improvements for the road diet (i.e. curb extension (bulb outs), pedestrian crossings, pedestrian refuge islands, channelizing islands, etc.).

The City has several current and future projects within the proposed preliminary road diet limits and several past road diet layouts that require coordination and unification. The Consultant shall prepare a preliminary road diet that will become the controlling planning layout that dictates current design and interim layouts, to minimize tear out and reconstruct, as funding for construction becomes available.

Task 1: Project Management and Coordination

Perform all project management, scheduling, quality control, and quality assurance tasks necessary to maintain the project schedule, budgeted, and a high quality set of deliverables to the City.

Coordination meetings necessary for the work. For purposes of this proposal, it was assumed that we will have a project kick-off meeting, and meetings to assure a quality base mapped project and Traffic Engineering approval of “final” road diet layout.

Continued coordination throughout the project with the City.

Task 2: Basemap Preparation

Develop an electronic basemap of the selected street areas. This shall consist of surveying and drafting plan view locations of existing concrete improvements, surface utilities, power poles, street lights, traffic signals, asphalt concrete limits, striping, and signage to create basemaps for the City's use in preparing construction documents. Since a full topographic survey is not necessary for concrete repairs and pavement rehabilitation, no topographic survey or elevation information will be required. All field survey will be supplemented by GIS information and aerial photography provided by the City.

Should the City wish to have topographic survey performed, this will be requested separately.

Consultant shall use readily available aerial photogrammetry (i.e. google earth) and readily available assessor's parcel map drawings for the delineation of approximate property boundaries. The Consultant shall label land uses on basemap according to the City of Lancaster Striping and Signing Plan requirements.

Base mapping shall be field verified to ensure base mapping is reflective of existing conditions.

Task 3: Preliminary Road Diet Plan

The Consultant's proposal shall assume up to 25 sheets of plans. Consultant shall prepare the following:

- Signing and striping plans and typical lane width cross-sections, according to CAMUTCD and City of Lancaster requirements on Avenue I, from 20th Street West to Sierra Highway, and on 10th Street West, from Avenue H to Lancaster Boulevard.
- Site specific civil engineering plan and details for all pedestrian refuge/channelizing islands and/or curb extension street improvements at the intersection of Avenue I and 10th Street West.
- Typical civil engineering details and cross-sections for all other street improvements within the road diet limits (outside of the Avenue I and 10th Street West intersection).

DELIVERABLES

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

EXHIBIT "B"

TERM, PAYMENT AND TIME FOR COMMENCEMENT AND COMPLETION CLAUSE

Term

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

Payment

The City of Lancaster shall reimburse the CONSULTANT for actual costs, including labor costs and employee benefits incurred by the CONSULTANT in performance of the work, in an amount not to exceed \$89,653.50. Actual costs shall not exceed the estimated wage rates and other costs as set forth in the CONSULTANT'S proposal. Source documentation supporting billed costs must be submitted with invoice. CONSULTANT shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed amount specified above. Any additional work will require a separate Authorization for Consultant Services signed by both parties.

Consultant 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 five (5) calendar days following execution of this Agreement. It is anticipated that performance of the work will be completed within one hundred (100) calendar days from commencement. In no event shall performance of the work be completed later than January 9, 2015 without the prior written authorization of the City. If Consultant fails to complete the work in this time period, City may avail itself of any and all remedies provided for in this Agreement.



Hady Izadpanah, President
Penfield & Smith Engineers, Inc.

EXHIBIT B: FEE BREAKDOWN

Our proposed services will be performed on a time and materials, "not to exceed" basis and shall be billed monthly at the rates then in effect. Charges for "time" include professional, technical and clerical support services provided by Penfield & Smith. "Materials" include all reimbursable expenses, such as photocopies, facsimile transmissions, postage, shipping/delivery, mileage, plots, prints, maps/documents, and outside consultant fees.

Our fee requirement assumes that we will be required to pay Prevailing Wage rates to our field surveyors.

Task	Estimated Fee
Project Management and Coordination	\$7,600
Basemap Preparation	\$12,520
Preliminary Road Diet Plans	\$67,360
Reimbursable Expenses	\$2,173.50
TOTAL	\$89,653.50

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

Exhibit B

PROJECT COST ESTIMATE (WITH PREVAILING WAGES)

Project No.: 21478-01
 Description: Avenue 1 and 10th Street West Road Diet
 Client: City of Lancaster
 Date: August 20, 2014
 File Name:

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

Prevailing Wages (Y/N): Y

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

TASK	Hours						TOTAL HOURS	LABOR COST																																																	
	Engineer Prime/Call	Engineer Asst II	Engineer Asst I	Surveyor Field	Surveyor 1-Man w/GPS	Surveyor																																																			
1. Project Management	40						40	7600																																																	
2. Basemap Preparation		24		8	40		72	12520																																																	
3. Preliminary Road Diet Plans		64	240	240			544	67360																																																	
TOTALS	104	264	240	8	40		656	87480																																																	
Classification	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>12</td> <td>Principal Engineer</td> <td>150.00</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>8</td> <td>Assistant Engineer II</td> <td>125.00</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>7</td> <td>Assistant Engineer I</td> <td>105.00</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>19</td> <td>Principal Surveyor</td> <td>190.00</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>20</td> <td>One-man Survey Party with GPS or</td> <td>200.00</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>						12	Principal Engineer	150.00							8	Assistant Engineer II	125.00							7	Assistant Engineer I	105.00							19	Principal Surveyor	190.00							20	One-man Survey Party with GPS or	200.00							\$/hr					
12	Principal Engineer	150.00																																																							
8	Assistant Engineer II	125.00																																																							
7	Assistant Engineer I	105.00																																																							
19	Principal Surveyor	190.00																																																							
20	One-man Survey Party with GPS or	200.00																																																							
Expenses	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Utility Facility Maps</td> <td>Cost</td> <td>Billing</td> <td>Reimbursables</td> <td>Consultant</td> </tr> <tr> <td>Geologic Report</td> <td>1.00</td> <td>1.15</td> <td></td> <td>0</td> </tr> <tr> <td>Title Report</td> <td>1.15</td> <td>1.15</td> <td></td> <td>0</td> </tr> <tr> <td>Construction Staking</td> <td></td> <td>1.15</td> <td></td> <td>0</td> </tr> <tr> <td>Blueprints</td> <td>350</td> <td>1.15</td> <td>407.5</td> <td></td> </tr> <tr> <td>Travel</td> <td>1540</td> <td>1.15</td> <td>1771</td> <td></td> </tr> <tr> <td>Mail</td> <td></td> <td>1.15</td> <td>0</td> <td></td> </tr> <tr> <td>Telephone</td> <td></td> <td>1.15</td> <td>0</td> <td></td> </tr> <tr> <td>Photocopies</td> <td></td> <td>1.15</td> <td>0</td> <td></td> </tr> <tr> <td>Photographs</td> <td></td> <td>1.15</td> <td>0</td> <td></td> </tr> </table>						Utility Facility Maps	Cost	Billing	Reimbursables	Consultant	Geologic Report	1.00	1.15		0	Title Report	1.15	1.15		0	Construction Staking		1.15		0	Blueprints	350	1.15	407.5		Travel	1540	1.15	1771		Mail		1.15	0		Telephone		1.15	0		Photocopies		1.15	0		Photographs		1.15	0		\$/hr
Utility Facility Maps	Cost	Billing	Reimbursables	Consultant																																																					
Geologic Report	1.00	1.15		0																																																					
Title Report	1.15	1.15		0																																																					
Construction Staking		1.15		0																																																					
Blueprints	350	1.15	407.5																																																						
Travel	1540	1.15	1771																																																						
Mail		1.15	0																																																						
Telephone		1.15	0																																																						
Photocopies		1.15	0																																																						
Photographs		1.15	0																																																						
Subtotal	133,354						\$2,174	\$0																																																	
Grand Total =								\$89,653.50																																																	



R. Rex Parris Mayor
Marvin E. Crist Vice Mayor
Ronald D. Smith Council Member
Ken Mann Council Member
Sandra Johnson Council Member
Mark V. Bozlgian City Manager

April 9, 2015

Ms. Chi Truong
Stantec Consulting Services, Inc.
111 East Victoria Street
Santa Barbara, California 93101

Dear Ms. Truong:

On November 7, 2014, Penfield & Smith sent a letter notifying the City of Lancaster ("COL") that Stantec Consulting Services Inc. ("Stantec") purchased all shares of Penfield & Smith Engineers, Inc. (P&S"); and was therefore requesting consent to assignment of agreement(s) executed between the City of Lancaster and P&S.

The COL hereby consents to the assignment of all contract rights and obligations contingent upon receipt of a Certificate of Insurance for each project that complies with the insurance requirements of the original agreement.

Enclosed please find a document which details the status of each agreement's insurance requirement.

Feel free to contact me at (661) 723-6185 if you have any questions regarding this decision.

Regards,

A handwritten signature in black ink, appearing to read "Cathy DeFalco".

Cathy DeFalco, C.P.M.
Energy Manager – Regulatory

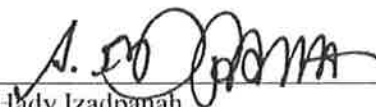
CC: Derek Rapp, Stantec
Jocelyn Corbett
Ray Hunt
Teresa LaFever

**Extension of Agreement Term
Preliminary Road Diet Design Services
CDP 14-06 – Avenue I and 10th Street West Road Diet**

Due to PWCP 13-023, Avenue I and 10th Street West and Avenue K and 30th Street West Intersection Improvements, right of way acquisition and design coordination delays that impact tie-ins and layout for Preliminary Road Diet Design Services CDP 14-06, Avenue I and 10th Street West Road Diet, the City of Lancaster would like to extend the original Term of the Agreement for Professional Consultant Services, dated October 14, 2014, for an additional period of one (1) year beyond the one (1) year Term stated in Exhibit "B", Term and Payment Clause of the Agreement.

By signing below, Stantec Consulting Services, Inc. (CONSULTANT) and The City of Lancaster (OWNER) are agreeing to this extension.


"CONSULTANT"



Hady Izadpanah
Senior Principal Engineer
Stantec Consulting Services, Inc.


10/19/15
Date

"OWNER"



Carlyle S. Workman,
Public Works Manager
City of Lancaster


12/1/15
Date



Mark V. Bozigian,
City Manager
City of Lancaster

12/17/15
Date


ATTEST:



Britt Avrit, CMC
City Clerk
City of Lancaster

12/17/15
Date

APPROVED AS TO FORM:



Allison E. Burns, Esq.
City Attorney
City of Lancaster

12/16/15
Date

ADDITIONAL AUTHORIZATION NO. 1
FOR CONSULTANT SERVICES

TO: Hady Izadpanah, Senior Principal Engineer
Stantec Consulting Services, Inc.
111 East Victoria Street
Santa Barbara, CA 93101

Under terms of our Professional Consultant Services Agreement dated October 1, 2014 and Extension of Agreement Term dated October 19, 2015, you are authorized to proceed with the following consulting services:

<u>Project:</u>	Preliminary Road Diet Design Services CDP 14-06 – Avenue I and 10 th Street West Road Diet
<u>Original Authorization:</u>	\$89,653.50
<u>Previous Additional Authorizations:</u>	\$0.00
<u>This Authorization:</u>	\$104,000.00
<u>Total Not To Exceed:</u>	\$193,653.50
<u>Date Required:</u>	Immediately
<u>Project Manager:</u>	Marissa Diaz

ACCEPTED:



Hady Izadpanah, Senior Principal Engineer
Stantec Consulting Services, Inc.

11/17/15

Date

AUTHORIZED:

Carlyle S. Workman, PE
Public Works Manager

Date

MD:tl

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 Additional Authorization No. 1 shall include:

SEE ATTACHED

ADDITIONAL AUTHORIZATION NO. 1
EXHIBIT A: SCOPE OF SERVICES

PROJECT DESCRIPTION AND LOCATION

PWCP 12-008, Avenue I Corridor Improvements, 15th Street West to 10th Street West, is funded in part by a Metro Call for Projects Local Transportation Fund (LTF) grant. The PWCP 12-008 scope of work is summarized in Section 2.1.1 of RFP 595-14. In anticipation of the improvements, the City created Underground Utility District (UUD) 2013-01 and has initiated the process of Rule 20A undergrounding with Southern California Edison (SCE).

With this Additional Authorization, the Consultant shall provide Final Design Services for the PWCP 12-008 portion of the “CDP 14-06, Ave I and 10th Street West Road Diet” improvements on Avenue I, between 15th Street West and 10th Street West including Mapping & Surveying, Engineering, Undergrounding/Utility Relocation Support and Utility Coordination.

The Consultant shall coordinate the PWCP 12-008 final design to accommodate the “CDP 14-06, Ave I and 10th Street West Road Diet” and provide interim improvements, where current and future projects overlap, to minimize tear out and reconstruction.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FUNDING AGREEMENT REQUIREMENTS

Work performed under this Additional Authorization must be itemized and invoiced separately from original contract work and any other additional authorizations. This portion of work will be paid for with local and LACMTA reimbursable participating grant funds; as such work performed for Additional Authorization No. 1 is subject to the City’s LACMTA Funding Agreement requirements.

The City of Lancaster has entered into a Funding Agreement (FA) with LACMTA for the Avenue I Corridor Improvements, 15th Street W to 10th Street W (FTP#LAF5803). Per PART II, GENERAL TERMS OF THE AGREEMENT, Section 12.6 of the FA,

“GRANTEE agrees that those sections of this Agreement marked with an asterisk shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this Agreement and LACMTA shall have the right to review and audit such contracts.”

Sections of the referenced FA marked with an asterisk are as follows and shall be included in this Additional Authorization and made a part of the Preliminary Road Diet Design Services, CDP 14-06, Avenue I and 10th Street West Road Diet, Agreement for Consulting Services, executed on October 1, 2014:

PART II, Section *3.3, "GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits."

PART II, Section *3.4, "GRANTEE's employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits."

PART II, Section *5.1, "LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within nine months of receipt of an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with this Agreement. GRANTEE's eligible expenditures submitted to LACMTA for this Project shall be in compliance with the Reporting and Expenditure Guidelines (Attachment C) and 2 CFR Subtitle A, Chapter II, Part 225. The allowability of costs for GRANTEE's contractors, consultants and suppliers submitted to LACMTA through Recipient's Quarterly Progress Reports/Expenditures shall be in compliance with 2 CFR Subtitle A, Chapter II, Part 225 or Federal Acquisition Regulations, Subpart 31 (FAR), whichever is applicable. Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE shall return such monies within thirty (30) days after the final audit is sent to GRANTEE."

PART II, Section *5.2, "GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related

to the Project (all collectively referred to as “records”) shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.”

PART II, Section *5.3, “GRANTEE shall cause all contractors to comply with the requirements of Part II, Sections 5.1 and 5.2 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.”

PART II, Section *5.4, “LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.”

PART II, Section *5.5, “LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.”

PART II, Section *5.7, “When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.”

PART II, Section *5.8, “GRANTEE shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with 2 CFR Subtitle A, Chapter II, Part 225 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement.”

PART II, Section *11.1, “GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.”

PART II, Section *11.2, "For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines."

PART II, Section *11.3, "The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager."

PART II, Section *11.4, "GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section."

PART II, Section *12.3, "Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this Agreement. GRANTEE shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this Agreement."

Task 4: Meetings/Reports

Kick-off meeting for the PWCP 12-008 Final Design will be held shortly after the issuance of the Notice to Proceed, with the successful firm at the City of Lancaster Maintenance Facility, 615 West Avenue H, Lancaster, California 93534. City Project Manager will provide information, answer any questions, and confirm a workable project schedule. For the basis of this proposal, the Consultant shall assume two additional meeting (60% and 90%) will be required (cost to include a total of 3 meetings).

Meeting Minutes shall be prepared by the Consultant. A draft shall be submitted within 1 week of meeting and final 1 week after receiving comments on the draft.

Task 5: Design Surveying and Mapping

5.1 General

Topographic mapping shall be in support of design of PWCP 12-008 improvements. As a minimum the limits of work shall extend from ROW line to ROW line on Avenue I, and shall extend from BCR/ECR for a distance along each intersection street approximately 100 feet in each direction. Limits of work shall include curb returns and grades to clearly show intersections.

Deliverables include editable AutoCAD topographic base map with the ROW depicted from APN Maps oriented to the existing boundary monuments in the vicinity and 50-ft cross-sections along Avenue I. All mapping and coordinate datum shall be NAVD 88 elevation datum and shall be tied to an existing benchmark. Topographic map file shall be separated into layers for each substantial topographic item (e.g. types of utilities, AC Pavement, trees, street lights, etc.). For street cross-sections, field locate high and low points, ridges, crowns, and grade breaks, as practical. Electronic mapping, survey data and cross-sections shall be submitted on disk and shall not be higher in version than AutoCAD 2010. Base map shall be at 1"=40' scale and cross-sections shall be presented at 1"=10' Horizontal, 1"=2' Vertical.

All field data shall be acquired during a field survey performed for this project during the contract period unless otherwise agreed to in writing by the City.

A centerline control survey shall be performed as part of this project and all centerline intersections within work limits shall be found (or established if not existing) and measured. If a point must be reset to establish the centerline, Consultant shall file a corner record with the County. This control shall be the base for the mapping deliverables.

All visible topography necessary to design or that may affect the design of improvements are expected to be located and shown on the deliverables whether or not specifically mentioned in these instructions. These topography items may include but not limited to, utility valves, boxes, manholes, etc.

5.2 Research

Research shall include all avenues required to produce a complete topographic map that may be used in support of final design of improvements, and as a minimum, cost shall include the following:

- a. Research all survey records and obtain tie sheets, field books, monument recovery notes and/or street improvements plans depicting centerline of ROW survey monumentation from the County.
- b. Research pertinent record maps, vesting deeds and Assessor Parcel information to compile the boundary lines from a "best fit" combination of these record sources.
- c. Consultant will physically walk the project site. The field investigation will be used to document general alignment, visually evaluate any noticeable or potential drainage issues, and to take note of issues that may affect the design. In addition, the

Consultant shall take the opportunity to verify existing record plans, utility responses, and survey information available at the time of the field visit. A photo log of the site will be provided to the City.

- d. Incidental research.

The City will contact utilities and provide record drawings/as-builts. City will also pothole pavement sections and provide pavement pothole report.

5.3 Field Survey

Field survey shall include all mapping and surveying work required to produce a complete topographic map that may be used in support of engineering design of improvements, and as a minimum, cost shall include the following:

- a. Field locate vertical and horizontal controls (Monuments and Benchmarks)
- b. Perform survey for topographic mapping purposes within the project limits described. The survey will include visible surface features including but not limited to pavement, curbs and gutters, medians, as well as topographic features (e.g. tops, toes, flow lines, etc.).
- c. Perform centerline control survey. All centerline intersections shall be found (or established if not existing) and measured. If a point must be reset to establish the centerline, a corner record must be filed with the County.
- d. Field surveyed street cross-sections 50 ft O.C. Cross-sections shall be presented at 1"=10' Horizontal, 1"=2' Vertical scale.
- e. Contact Digalert, survey field markings, and reconcile with record drawings.
- f. Locate existing above ground utilities (e.g. meters, valves, backflow devices, primary irrigation facilities, manholes, inlets, drains, hydrants, utility poles, etc.)
- g. Locate potholes performed by the City
- h. Locate existing signs and locate/measure existing striping
- i. Download and compute survey data and prepare an editable AutoCAD drawing file. The mapping will be compiled at a scale of 1"=40' with a 1-foot contour interval. Each surveyed feature will be clearly labeled or noted by symbol as identified in the field.
- j. Incidentals

Task 6: Plans, Specifications and Estimates (PS&E - 30% to 100% Signed Mylars)

6.1 General

The Consultant shall be responsible for Civil, Electrical, Traffic and Landscape design of improvements; and shall prepare all documents, including plans, specifications and estimates (PS&E), for construction.

The Consultant shall make all submittals in hardcopy and electronic (editable *and* PDF) copies on disk. In general, the City will expect three (3) hard copies of submittals and one (1) disk. The following submittals are envisioned for the completion of final design: 60%, 90%, and 100% Signed Mylars.

In addition, the Consultant will coordinate and work with the following City divisions during design: Capital Engineering Division (primary), City Engineering Division (Traffic Engineering group), Utility Services Division, and Maintenance Services Division.

It is the Consultants responsibility to identify the need for utility potholing and geotechnical investigation and testing in support of the design. Utility Pothole and Geotechnical results shall be documented and presented in a report in accordance with the City of Lancaster Engineering Design Guidelines. Pothole logs and Boring logs shall note thickness of asphalt concrete pavement and thickness of pavement section aggregate base. Costs associated with utility potholing and geotechnical investigation and testing shall be included in the Consultants proposal.

6.2 Plans

Existing roadways, structures, utilities, and other items affected by the project will be shown in addition to the proposed construction. The plans will include vertical and horizontal geometrics, pavements, drainage layout, typical sections, details, signing and striping, right-of-way/property lines, lighting, landscaping and irrigation. The plans will show tie back into existing curbs.

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

- a. Title Sheet - Includes project information, vicinity map, location map, sheet index and City and utility contact information.
- b. Notes - Contains standard City and Engineers notes, legend, and abbreviations.
- c. Survey Control – Contains Surveyor’s notes and benchmark information, control data, curve and line tables, and plan showing control points.
- d. Sections and Details - Contains typical roadway sections, sheet layouts, and details for work described on the plans.
- e. Demolition Sheet - Shows items to be removed, relocated, or protected.
- f. Plan and Profile Sheets – standard roadway plan and profile sheets shall be used. The plans will identify the required work to construct the improvements of this project with stations, offsets, and elevations. Utility modifications will also be shown in plan view on these sheets.
 1. Profiles of the curb returns, median island curb, and gravity utility modifications will be provided on a separate sheet as needed.
 2. The sheets will provide the appropriate construction callouts, including limits of the project, pavement areas, curb, gutter and sidewalk, ramps, driveway conforms, and other details necessary to construct the project. The plans will include sufficient detail to locate the improvements based on roadway station callouts and horizontal line and curve data. The plan will include the right-of-way clearly marked and adjacent properties identified by parcel number.

- g. Construction Details – Project details will be included as necessary. Details may include driveway conforms, curb return conforms, and other grading details. In addition, specific design criteria will be provided to accommodate and create safe and ADA compliant pedestrian facilities. This may include ramp modifications, frontage road median modifications, tactile features at the curb ramps and pavement crossings, etc. Pavement will be designed to match existing intersection pavement structure or based on a Traffic Index as provided by the City and R-values as determined by Consultant based on a review of existing soils reports in the immediate vicinity and/or as needed additional geotechnical investigation and testing. Pavement crown and cross-slopes shall be evaluated and reduced to meet current City criteria as is reasonable within existing tie-in limitations. Quarter crowns will be eliminated where possible.
- h. Drainage Details – Drainage details will be included as necessary. The details are location specific and will be evaluated during the project design. However, details may include storm drain tie-ins, modified drainage inlets, drainage grading, etc.
- i. Signing Plan - The plan will use California MUTCD references, where applicable, and sign size, shape, lettering type and size, colors, and symbols, to specify signs not included in the current manual. A schedule of proposed signs will be shown on the plan. Project limits to include all required approach signing.
- j. Striping and Marking Plan - The plan will use California MUTCD detail number, where available, and specific information to specify striping or pavement markings not included in the current manual. A schedule of proposed striping and a schedule of pavement markings will be shown on the plans. Project limits to include all required approach striping.
- k. Street Lighting and Irrigation Controller Plans - The project includes electrical service for street lighting and irrigation controllers. Layouts will be separate from electrical service plans. Overhead utilities will be undergrounded per UUD 2013-01. Plans will identify existing street light poles to remain, poles to be replaced, new poles to be installed and new irrigation controllers. Plans will consist of irrigation controller type and location, street light type and location, conduits, pull boxes, electrical design and ties to existing circuits or service points and shall be prepared per City of Lancaster requirements for LS-3 rate schedule street lights. In general, any existing LS-1 rate schedule street lights to be relocated shall be replaced with LS-3 rate schedule street lights. Conversion of rate schedule may be cost prohibitive, therefore, Consultant shall begin discussions with SCE regarding cost of conversion and additional facilities early in design to minimize electrical design corrections. The City will identify threshold for cost and determine the final rate schedule of new/relocated street lights. The Consultant shall not proceed to 90% of street light electrical design until this determination is made. Street light and irrigation controller layout shall be prepared and stamped by a licensed Civil Engineer while electrical plans shall be prepared and stamped by a licensed Electrical Engineer. Electrical meter pedestal addresses shall be obtained from the City and included on the plans.

- l. Landscape and Irrigation Plans - The project includes raised medians, street trees and sidewalk planters to be landscaped and irrigated. Plans shall be prepared by a licensed landscape architect and shall comply with the City's Landscape and Irrigation Design Standards and Ordinances 907 and 928. Irrigation plans shall clearly show new water service POC, water meters, irrigation controller pedestal location, backflow preventers, mainline lateral trench locations, etc. Water meter addresses shall be obtained from the City and included on the plans.
- m. Traffic Control Plans – temporary traffic control plans including detour plans per California MUTCD shall be prepared and included in the plan set. Traffic control will be phased and access to all residences/neighborhoods/businesses shall be maintained throughout the duration of construction. Plans shall address AVTA and bus rider access at existing bus stops.
- n. Miscellaneous Utility Plans – placeholder for utility modification plans prepared and provided by appropriate Utility company. Service pedestal and meter addresses shall be obtained from the City and coordinated with SCE and LACWD to include on the plans and work order maps.

6.3 Specifications

The City shall prepare the main body of the specifications; specifications expected of the Consultant shall be limited to details, cut sheets and specifications for items beyond the Greenbook.

6.4 Estimates

Engineer's Estimates (i.e. opinions of probable construction costs) shall be submitted with 60%, 90% and 100% submittals.

Task 7: Undergrounding/Utility Relocation Support

In anticipation of the PWCP 12-008 improvements, the City created UUD 2013-01 and has initiated the process of Rule 20A undergrounding with Southern California Edison (SCE). There will be Rule 20A undergrounding as well as franchise work to coordinate and support. SCE will design and complete Rule 20A undergrounding work prior to construction of PWCP 12-008 improvements. SCE shall provide franchise work order maps and relocation/undergrounding design plans to be completed concurrent to PWCP 12-008 construction; Consultant shall include SCE provided franchise plans in bid set for this project.

Consultant shall coordinate with SCE and reference undergrounded poles and relocated poles that may not be undergrounded as well as locations of new pull boxes, conduit, etc. The Consultant shall provide exhibits and proposed improvement plans as needed to assist SCE in their relocation/undergrounding design. In addition, Consultant shall coordinate and reference on plans other utilities to be impacted by relocation/future undergrounding of transmission poles and associated work required as appropriate.

For the Rule 20A undergrounding, the Consultant shall prepare “60% Street Improvement Plans” and “100% Stamped and Signed Approved Street Lighting Plans” for submittal to SCE. *Because SCE will not start the Rule 20A undergrounding design until they receive these plans and because it takes approximately 2 years to complete the Rule 20A work (start of design to end of relocation), it is critical that SCE start their design as soon as possible.* As such, the SCE 60% and 100% must be completed ahead of the bid set. The SCE submittals will be separate from the City’s 60% and 100%, but will ultimately need to be incorporated into the bid set.

Task 8: Coordination for New Utility Services

As noted in Task 6, new electrical (street light and irrigation controller) and water (irrigation) services will be installed; the Consultant shall coordinate with SCE and LACWD and include service connection details to be installed by the Contractor on the plans as described.

Service pedestal addresses shall be obtained from the City and coordinated with SCE and LACWD to include on the plans and work order maps.

SCHDEULE

Schedule for Additional Authorization No. 1 is as follows:

MILESTONE	DUE DATE
Kick-off Meeting	ASAP
Survey	11/13/2015

MILESTONE	DUE DATE
30% Prelim Road Diet (Agreement Task 3)	11/13/2015
60% PS&E and "SCE 90%" ST LT Plans	01/08/2016
"SCE 100%" ST LT Plans	02/12/2016
90% PS&E	03/11/2016
100% PS&E	04/15/2016
Signed Mylars and Specs	04/29/2016

DELIVERABLES

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

Deliverables shall include:

- a. Kick-off Meeting Minutes

- b. One (1) PDF plot of the topographic mapping signed and sealed by a California Licensed Land Surveyor
- c. A disk containing the editable AutoCAD survey files
- d. A disk containing digital photos taken during the field survey
- e. PDF copies of boundary and ROW maps obtained
- f. PDF copies of any research maps and utility information obtained
- a. Field Photo Log
- b. 60% Plans, Technical Specifications, and Estimates
- c. 60% Design Review Meeting Minutes
- d. 90% Plans, Technical Specifications, and Estimates
- e. 90% Design Review Meeting Minutes
- f. Editable AutoCAD (Drawings), WORD (Specifications) and EXCEL (Estimates) files (100% version, SCE version and Bid version).
- g. Unsigned PDFs of Construction Documents (PS&E - 100% version, SCE version and Bid version)
- h. Stamped and signed mylars (SCE submittal)
- i. Stamped and signed mylars (Bid package)

FA ATTACHMENT C REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment C-1**) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at ACCOUNTSPAYABLE@METRO.NET or by mail to Los Angeles County Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEES are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project’s final evaluation must be submitted.

Exhibit "B"

PROJECT COST ESTIMATE (WITH PREVAILING WAGES)

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

Project No.:
Description: CDP 14-06 Avenue I and 10th Street W, Road Diet - Additional Service Request #1
Client: City of Lancaster
Date: August 26, 2015
File Name: *

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

Prevailing Wages (yn): Y

TASK	Hours											TOTAL HOURS	LABOR COST		
	Engineer Principal	Engineer Senior I	Engineer Assist II	Engineer Assist I	Surveyor Principal	Surveyor Assoc	Surveyor 2-Man	Surveyor Support	Tech Support	Dry Utility Coord.					
1. Meetings and Reports	8										4			12	1820
2. Survey and Mapping		2	4			2	4				4			16	2280
2.1 Research															
2.2 Field Survey					2	32	32							66	13820
3. PS&E															
60% PS&E	8	40	80	80										208	26320
90% PS&E	8	24	60	60										152	19160
Final PS&E	4	16	40	60										120	14620
4. Utility Undergrounding/Relocation Support															
4.1 Utility Service Coordination		8												60	9000
5. Utility Service Coordination														8	2480
TOTALS	30	92	180	200	4	36	32	8	68					650	89500
Classification	Classification											Reimbursables	Consultant		
12 Principal Engineer	190.00												1725		
10 Senior Engineer I	160.00												0		
8 Assistant Engineer II	125.00												3000		
7 Assistant Engineer I	105.00												9775		
19 Principal Surveyor	190.00														
16 Surveying Associate	145.00														
21 Two-man Party	275.00														
43 Technical Support	75.00														
44 Dry Utility Coordinator	150.00														
Average Rate	137.692											\$0	\$14,500		

Grand Total = \$104,000

ADDITIONAL AUTHORIZATION NO. 2
FOR CONSULTANT SERVICES

TO: Hady Izadpanah, Senior Principal Engineer
Stantec Consulting Services, Inc.
111 East Victoria Street
Santa Barbara, CA 93101

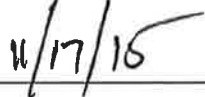
Under terms of our Professional Consultant Services Agreement dated October 1, 2014 and Extension of Agreement Term dated October 19, 2015, you are authorized to proceed with the following consulting services:

<u>Project:</u>	Preliminary Road Diet Design Services CDP 14-06 – Avenue I and 10 th Street West Road Diet
<u>Original Authorization:</u>	\$89,653.50
<u>Previous Additional Authorizations:</u>	\$104,000.00
<u>This Authorization:</u>	\$26,267.50
<u>Total Not To Exceed:</u>	\$219,921.00
<u>Date Required:</u>	Immediately
<u>Project Manager:</u>	Marissa Diaz

ACCEPTED:



Hady Izadpanah, Senior Principal Engineer
Stantec Consulting Services, Inc.



Date

AUTHORIZED:

Carlyle S. Workman, PE
Public Works Manager

Date

MD:tl

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 Additional Authorization No. 2 shall include:

SEE ATTACHED

ADDITIONAL AUTHORIZATION NO. 2
EXHIBIT A: SCOPE OF SERVICES

PROJECT DESCRIPTION AND LOCATION

With this Additional Authorization, the Consultant shall provide access, circulation, lighting and pavement recommendations for the two commercial centers on the south side of Avenue I, between 15th Street West and 13th Street West and between 13th Street West and 10th Street West, including evaluation and recommendations for driveway closure/reconfiguration, parking lot layout, on-site circulation, reciprocal access, ADA access, alley lighting, alley pavement rehabilitation, and artist renderings.

TASK 9: Access, Layout and Circulation Recommendations

There are multiple driveways on the south side of Avenue I, between 15th Street West and 13th Street West and between 13th Street West and 10th Street West, resulting in an intolerable number of pedestrian and cyclist conflict points on Avenue I.

9.1 Driveways

The Consultant shall evaluate driveways at each commercial center and make recommendations for removal/reconfiguration of driveways to reduce the number of pedestrian and cyclist conflict points on Avenue I.

The Consultant shall also make recommendations for ADA accessibility improvements at driveways along street surrounding each commercial center.

9.2 Parking Lot Layout

The consultant shall evaluate parking lot layout and on-site circulation at each commercial center and prepare parking lot layouts that consider proposed driveway modifications, maximize use of available parking lot area, improve internal circulation and provide for ADA accessibility. The Consultant shall prepare two exhibits: 1) Existing Layout and Circulation (including existing parking lot count per business and total for commercial center) and 2) Proposed Layout and Circulation. Proposed Layouts shall be overlaid onto Existing Layouts and include *existing* parking lot count per business and total for commercial center, *proposed* parking lot count per business and total for commercial center and shall identify on-site modifications needed (i.e. removal of walls/fences, relocation of waste bins/backflow preventers, etc. Consultant shall review grades to ensure feasibility for proposed parking lot layouts.

9.3 Reciprocal Access

The Consultant shall identify all property owners at each commercial center, executed reciprocal access agreements, and reciprocal access agreements required to implement proposed parking lot layout. City will provide Preliminary Title Reports.

TASK 10: Alley Improvement Recommendations

The alley along the rear of the commercial centers is dedicated City right-of-way.

10.1 Lighting

The Consultant shall evaluate current alley lighting and make recommendations for improved lighting/visibility and any screening recommended for adjacent residential properties.

10.2 Pavement Rehabilitation

The Consultant shall evaluate and recommend alley pavement rehabilitation including any minor drainage improvements required to ensure no ponding or pockets of standing water (i.e. concrete ribbon gutter).

TASK 11: Artist Rendering

The Consultant shall prepare artists renderings of each commercial center illustrating proposed on-site and offsite improvements including PWCP 12-008 street improvements. Consultant shall provide at least two renderings per commercial center and corresponding existing photos for comparison. Consultant shall make recommendations for best rendering views and obtain concurrence with the City.

SCHEDULE

MILESTONE	DUE DATE
Field Walk and Photograph each Commercial Center	10/21/15
Agree on Artist Rendering Views	10/26/15
Draft Exhibits, Layouts and Renderings	11/06/15
City Review Comments	11/20/15
Final Exhibits, Layouts and Renderings	11/27/15
List of Property Owners and Executed and Required Reciprocal Access Agreements	11/27/15

DELIVERABLES

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

Deliverables shall include:

- a. Off-site Driveway and ADA Improvement Exhibits (may be combined with Parking Lot Layouts)
- b. On-site Parking Lot Layouts (Existing and Proposed)
- c. List of Property Owners
- d. List of Executed and Required Reciprocal Access Agreements
- e. Alley Lighting, Screening and Pavement Rehabilitation Exhibit
- f. Artist Renderings and corresponding Existing Photos

EXHIBIT "B"

ADDITIONAL AUTHORIZATION NO. 2
PAYMENT CLAUSE

The City of Lancaster shall reimburse the CONSULTANT for actual costs, including labor costs and employee benefits incurred by the CONSULTANT in performance of the work for Additional Authorization No. 1, in an amount Not to Exceed \$26,267.50, for a total amount Not to Exceed \$219,921.00.

Actual costs shall not exceed the estimated wage rates and other costs as set forth in the CONSULTANT'S proposal. Source documentation supporting billed costs must be submitted with invoice. CONSULTANT shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed fee given. Any additional work will require a separate Authorization for Consultant Services signed by both parties.

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



Hady Izadpanah, Senior Principal Engineer
Stantec Consulting Services, Inc.

Exhibit "B"

PROJECT COST ESTIMATE

(WITH PREVAILING WAGES)

Project No.: STANTEC
 42225 10th Street West, Suite 119
 Lancaster, CA 93534
 (661) 949-6676

Description: CDP 14-06 Avenue I and 10th Street W, Road Diet - Additional Service Request #2
 Client: City of Lancaster
 Date: October 12, 2015

Prepared by: DBR
 Office: 4

Billing Type: T&M
 Prevailing Wages (y/n): Y

TASK	Hours						TOTAL HOURS	LABOR COST
	Engineer Principal	Engineer Assist II	Engineer Assist I	Planner Senior I	Tech Support			
Task 1: Access, Layout & Circ. Recommendations	4	24	40	8	4		80	9500
Task 2: Alley Improvement Recommendations	4		16				20	2440
Task 3: Artist Renderings (see Sargent below)								
TOTALS	8	24	56	8	4		100	11940

Classification	\$/hr	Classification	\$/hr	Expenses	Cost	Billing Factor	Reimbursables	Consultant
12 Principal Engineer	190.00			Earth Systems	3000	1.10		3300
8 Assistant Engineer II	125.00			Photometrics	1500	1.10		1650
7 Assistant Engineer I	105.00			Sargent Town Planning	8400	1.10		9240
36 Senior I Planner	155.00			Blueprints	100	1.10	110	0
43 Technical Support	75.00			Travel		1.10	0	0
				Mail		1.10	0	0
				Telephone		1.10	0	0
				Photocopies	25	1.10	27.5	0
				Photographs		1.10	0	0
Average Rate:	119.4						\$137.50	\$14,190.0
Grand Total =								\$26,267.50