

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this “AGREEMENT”) is made and entered into this ___ day of January, 2024, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the “OWNER”), and NBBJ LP, a limited partnership, (the “CONSULTANT”).

RECITALS

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

RFQ 811-24 ARCHITECTURAL / ENGINEERING (A/E) SERVICES FOR LANCASTER MUNICIPAL STADIUM RENOVATIONS (REFERENCE: PWCP 24-014)

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: NBBJ LP

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

CONSULTANT Andrzej Czech
 NBBJ, LP
 523 W. 6th Street, Suite 300
 Los Angeles, CA 90013

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 Qualifications – RFQ 811-24 Architectural / Engineering (A/E) Services for Lancaster Municipal Stadium Renovations (Reference: PWCP 24-014) and CONSULTANT’S Proposal is hereby incorporated in and made a part of this AGREEMENT.

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 14 pages
- Second: Exhibit “A” Scope of Services, dated January 23, 2024 and
Exhibit “B” Term, Payment and Time for Commencement and
Completion Clause, dated May 31, 2024
- Third: Request for Qualifications – RFQ 811-24 - Architectural / Engineering (A/E)
Services for Lancaster Municipal Stadium Renovations (Reference: PWCP
24-014)

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 all services set forth in Exhibit “A” in accordance with reasonable standards of care, skill and diligence ordinarily required of other design professionals performing the same or similar services on projects of similar size and complexity (“Standard of Care”). The Public Works Director or their 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 Public Works Director, or their designee.

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONSULTANT for all work and services described in Exhibit “A” is not to exceed \$1,630,180.00. 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, unless otherwise agreed to by the Parties in writing (for example, for additional services).

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 in accordance with the Standard of Care.

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. 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, to the extent caused by CONSULTANT'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents.

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 Public Works Director 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.

E. CONSULTANT may, by written notice, terminate this AGREEMENT in whole or in part if OWNER fails to comply with or breaches any term or condition of this AGREEMENT, including payment terms, and fails to cure such breach within thirty (30) days after receiving written notice thereof from CONSULTANT.

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. The CONSULTANT, at its expense, shall maintain in effect at all times during the term of this AGREEMENT 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	\$2,000,000
Per Project General Aggregate	\$5,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage	

(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)

Commercial Automobile Liability

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$5,000,000
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(Coverage shall be at least as broad as ISO form CA00 01)

Workers Compensation

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

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

(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)

Professional Liability

Per Claim	\$5,000,000
General Aggregate	\$5,000,000

B. 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.

C. Professional liability insurance written on a "claims made" basis must be renewed for a period of three (3) 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.

D. Any deductibles or self-insurance retentions must be declared.

E. 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.

F. Consultant shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance 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) to the City of Lancaster.

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

“RFQ 811-24 ARCHITECTURAL / ENGINEERING (A/E) SERVICES FOR – LANCASTER MUNICIPAL STADIUM RENOVATIONS (REFERENCE: PWCP 24-014)”

The City of Lancaster, its elected officials, officers, employees, and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.”

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

The City of Lancaster
44933 Fern Avenue
Lancaster, California 93534

G. Consultant shall require each subcontractor furnish separate certificates and endorsements. Subcontractors are subject to the same insurance requirements as the Consultant, or such lesser amounts and coverages as CONSULTANT determines to be appropriate consistent with the nature of services provided by the Subcontractors and reasonable and prudent industry standards.

H. Neither party shall be liable to the other party for any indirect, incidental, or consequential damages (including damages resulting from any fitness for purpose requirement, loss of use, loss of profits, interruption or loss of business, lost goodwill, lost revenue and lost opportunity) arising out of any of the terms or conditions of this agreement or with respect to the performance hereunder.

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 Public Works Director or their 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 (acting in good faith), is unforeseeable and beyond the control and not attributable to the 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.** Subject to proper payment to CONSULTANT for services rendered, 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", and CONSULTANT is entitled to rely upon the accuracy and completeness thereof.

23. **CONSULTANT's Representations.** CONSULTANT represents to OWNER as follows:

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

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

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

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

24. **Resolution of Disputes.**

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

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

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

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

25. **Exhibits.**

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

Exhibit "A" Scope of Services

Exhibit "B" Term, Payment and Time for Commencement and Completion Clause

26. **Governing Law.**

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

27. **Effective Date.**

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

28. **Miscellaneous Terms.**

Delegated Design.

The Construction Contract Documents may specify that certain components systems, materials, equipment, or other portions of the Work are to be designed by the Contractor ("Delegated Design Work"). OWNER and CONSULTANT shall endeavor to include a list of project systems or components in Exhibit-A that shall be deemed Delegated Design Work, but shall not be deemed an exhaustive list. It is recognized that design delegation is utilized to achieve efficient and cost-effective delivery of design information by limiting the design information to be developed by CONSULTANT and its Subcontractors while expanding the design information to be developed by the Contractor and its Subcontractors. Where Delegated Design Work is required, the Contractor shall provide all professional design services related to the Delegated Design Work ("Delegated Design Services") by an appropriately qualified design professional retained by the Contractor ("Delegated Design Professional").

For all Delegated Design Work, CONSULTANT will prepare appropriate design criteria, performance specifications, and other materials necessary to specify the essential performance criteria ("Delegated Design Criteria") for the Delegated Design Work to be engineered, designed, coordinated, and completed by Contractor and the Contractor's Delegated Design Professional. OWNER shall require the Contractor to cause all Delegated Design Services to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, Shop Drawings, and other submittals prepared by the Delegated Design Professional ("Delegated Design Submittals").

OWNER shall include in its budget a contingency for the performance of Delegated Design Services by or through the Contractor and a reasonable time period in the Schedule for review of the Delegated Design Submittals by CONSULTANT, its Subconsultants, and Governing Authorities.

CONSULTANT will review, approve, or take other appropriate action on the Delegated Design Submittals for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents as provided. CONSULTANT shall be entitled to rely upon the adequacy, accuracy, and completeness of the Delegated Design Services, Delegated Design Submittals, and approvals provided by the Client with respect to Delegated Design Work. CONSULTANT shall not be responsible for the accuracy, adequacy, or completeness of: (i) performance or design criteria specified by the Owner and/or its other consultants; (ii) any Delegated Design Services or Delegated Design Submittal not conforming to the performance and design criteria expressed in the Contract Documents; and/or (iii) any Delegated Design Services or Delegated Design Submittal not conforming to same Standard of Care expected of CONSULTANT and its Subconsultants.

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: _____
Marissa Diaz, Public Works Director

Dated: _____

By: _____
Jason Caudle, City Manager

Dated: _____

"CONSULTANT"
NBBJ LP

By: _____
Andrzej Czech, Principal

Dated: _____

ATTEST:

Andrea Alexander
City Clerk

APPROVED AS TO FORM:

Allison E. Burns, Esq.
City Attorney

EXHIBIT “A” SCOPE OF SERVICES

PROJECT BACKGROUND, DESCRIPTION, AND LOCATION

The City of Lancaster (City) intends to convert the Lancaster Municipal Stadium (formerly known as The Hanger) from a Baseball Stadium to a Soccer Stadium.

The City is requesting proposals to provide Architectural and Engineering (A/E) services to prepare Construction Documents for the Lancaster Municipal Stadium Renovations.

With the departure of the Lancaster Jethawks, the City has been searching for a new use for the Lancaster Municipal Stadium (Stadium). In partnership with Antelope Valley Soccer, Inc., the City will once again offer an opportunity for the community to unite, this time, in support of professional soccer. The City will be converting the 4,600-seat baseball stadium to a 5,300-seat soccer stadium for a new USL team. It is anticipated that Phase 1 will include the following:

- Demolition of batting cages, dugouts, and portions of existing stadium seating
- Installation of modular standing bleachers and loge seats on the west and south wings of stadium
- Installation of modular standing bleachers for the east side of the soccer field
- New Supporters Section standing terraces and canopy for the north side of the soccer field
- Conversion of baseball infield to artificial turf soccer pitch
- Access around the field (pedestrian and vehicle)
- LED light upgrades (new construction and field lighting)
- Food truck area, berms, and access
- Upgrade to Landscaping and Irrigation

It is anticipated that Phase 2 and later phases will include:

- New Stadium Facility Name Signage
- Upgrade of Suites and Support Areas
- Pitch Village
- Beer Garden
- Family Zone
- Replacement Scoreboard
- Batter’s Screen Conversion to new Marquee
- North Restrooms and Concessions
- East Restrooms and Concessions

It is the understanding that Phase 1 and Phase 2 scope will be clearly delineated, when a final concept is approved, and cost estimates are provided. The futureproofing for Phase 2 will occur in Phase 1 via infrastructure and key planning decisions. Balance of Phase 1 work not incorporated

could occur in Phase 2, under the ownership's direction. The design team understands there might be "add alternates" in Phase 1, as part of the scope.

This work shall include research, studies, surveying, utility coordination/mapping, etc. required to prepare Construction Documents for demolition and construction plans, conduit and fiber extension plans, grading plans, building plans, construction details, diagrams, exhibits, special provisions, and construction cost estimates. This work shall also include other work necessary to coordinate, verify and supplement utility services for Phase 1 of the project and provide for occupancy, including but not limited to plan check and permitting with Lancaster Building & Safety, Antelope Valley Air Quality Management District, Los Angeles County Waterworks Districts, LA County Fire Department, Southern California Edison, LA County Health Department, etc.

GENERAL SCOPE OF SERVICES

Consultant shall provide Construction Documents for the scope of work outlined herein and within the City's available budget. As budget allows, Consultant shall future proof Phase 1 for Phase 2.

Basic services may include, but are not limited to, the following:

- Site survey services;
- Architectural services;
- Landscape architectural services including minor grading and drainage design to accommodate conversion, food truck area, berms, and access;
- Structural engineering services;
- Mechanical engineering not anticipated for Phase 1 make-ready;
- Plumbing engineering services for future proofing Phase 2;
- Electrical Engineering services
- Low voltage / technology engineering services;
- Upgrade or addition to existing water service meters and laterals
- Lighting design services including photometric LED light study on the field lighting;
- Civil engineering services including site improvements, grading and accessibility;
- Code and accessibility compliance;
- Energy Management; (Title 24 incorporation)
- Interior design (e.g. fixed finishes, furnishings, furniture, and equipment);
- Cost estimating services;
- Design of new Supporters Section standing terraces and canopy for the north side of the soccer field;
- Consult with USL preferred modular stadium designer;
- Integrate recommendations for wind study to be prepared by others;
- To the extent Future proofing, as budget allows, for Phase 2
- Support services during Bidding and Construction

Delegated Design items might include:

- Modular Seating

- Field Turf System
- Fire Alarm engineering services
- Fire Sprinkler
- Significant curtain wall systems

Delegated Design refers to the General Contractor subcontracting to specialists with their proprietary system for installation and conformance. The design team still has the obligation to provide design parameters for the contractor to bid.

Renovation and conversion (dependent on selected Phase 1 planning option) to include, but are not limited to:

- Demolition of the existing structures to accommodate for new improvements.
 - a. Seating
 - i. Demolish partial west and south grandstands
 - ii. Demolish both dugouts
- Construction of the new improvements including but not limited to:
 - b. Seating
 - i. New west seating on-grade (CIP concrete risers, armchair seats)
 - ii. New west seating at existing dugout
 - iii. New south endzone seating on-grade (CIP concrete risers, armchair seats)
 - iv. New south seating at existing dugout
 - v. New north end Supporters' standing terraces (Aluminum grandstand terraces & foundations)
 - vi. New east grandstands (Aluminum grandstands w/ individual seats & fdns.)
 - c. Field level
 - i. New supporters' section restrooms (Services for portable)
 - ii. Supporters' Section - TIFO rigging, bars, canopies, branding
 - iii. East grandstand restrooms (Services for portable)
 - iv. Field level concourses accessibility / sidewalks on east, north, and south
 - v. Field level concourse lighting
 - vi. Landscape and Irrigation upgrades
 - vii. Grass berms & lawns
 - viii. Relocation or planning for existing digital board.
 - d. Concourse level
 - i. Concourse structure extension down west side
 - ii. Camera platforms on west side
 - iii. Wind break fence or wall on west side
 - e. Site Work
 - i. General Site Demolition & Clearing
 - ii. Site Utility Alterations/Extensions
 - iii. Excavation & Grading

- iv. Site Landscaping
- v. Replace Turf with new Synthetic Turf (cool top)
- vi. Field Lighting Alterations
- vii. Demolish Batting Cages
- viii. Address Storm Drainage with existing sump pump systems

f. Other Improvements

- i. Static field ad boards on 50% of perimeter
- ii. New Wayfinding Signage & vinyl graphic scrims at new expansions

It is anticipated that Phase 2 (not included in this contract) will include:

a. Seating

- i. New west loge seats
- ii. New south endzone loge seating
- iii. Field Seats
- iv. Optional roof canopy over all east stand seating

b. Field level

- i. New supporters' section restrooms
- ii. East grandstand restrooms
- iii. East concourse / outdoor Biergarten
- iv. East concession stands for general seating w/ FS equipment
- v. Corner kick club (northeast corner)

c. Concourse level

- i. Food plaza on west side
- ii. 9 retrofitted shipping containers for concessions / food plaza
- iii. West side club / tent structure
- iv. West concourse and food plaza lighting
- v. Formal landscaping: trees, plantings (ex: Biergarten)

d. Site Work

- i. Roads & Walkways

e. Other Improvements

- i. New Video Scoreboard
- ii. New LED Sideline Runners - 1 @ 3'x342', 2 @ 3'x200'
- iii. Other Low-Voltage Systems Upgrades (WiFi, Audio, Broadcast, etc.)
- iv. Portable food carts for new north and east stands
- v. Convert Batters' Screen to new marquee
- vi. Paint exterior of existing stadium structure

Phase 2 design and later phases will be awarded and completed under separate contract.

The Principal Architect shall assemble and lead the architectural and engineering design team needed to perform all tasks detailed herein and shall include, as a minimum, the following team

members licensed in the State of California: Architect, Civil Engineer, Structural Engineer, Electrical Engineer, Mechanical Engineer, Landscape Architect, and any other specialty discipline designer required.

The Principal Architect will need to consider future work in the design of Phase 1 and shall include accommodations for Phase 2 that minimize disruption, redundancy, and waste required in Phase 2 with the Phase 1 design. The Principal Architect will also need to consider constraints such as existing service capacity (sewer, water, electricity, etc.) right of way, existing physical improvements, utilities, circulation, parking, park operations, and adjacent properties.

The Principal Architect shall be responsible for final design of all elements of the project. The Principal Architect (through the survey engineer) shall also be responsible to identify utilities and utility easements that may interfere with the project based on the record drawings and coordinate the design of required utility relocations, new and/or supplemental services.

It is the understanding, based on the study performed and scope outlined, that a majority of the existing Lancaster Municipal Stadium (The Hanger) – buildings, rooms, infrastructure, seating, suites/hospitality, restrooms, concessions – will remain in place. Evaluation of the existing building with upgrades and repairs are not part of Phase 1. The design team will provide any observations or recommendations, to be best of their knowledge, on the existing facility for maintenance or enhancement. It is the client's determination if any of the recommendations become applicable at a later phase.

The scope of work for this project is to provide Phase 1 Construction Documents. Limited Schematic Design, and abbreviated Design Development (DD) services shall only be provided to the extent needed to produce Construction Documents from Conceptual plans prepared by ODELL Architects (attached herein for reference). The scope of work for this project shall also include City and other Agency approvals for plan check, permitting, construction and Occupancy; Phase 1 Bidding Services and Phase 1 Construction Support. The Consultant shall perform appropriate studies, surveys, assessments, clearances, and calculations needed for Phase 1 construction.

A detailed outline of the scope of work by Task is included below.

Milestone tasks and Schedule are included herein (Schedule). Payment terms and Fees by tasks and sub-tasks are included in Exhibit "B" (Term, Payment and Time for Commencement and completion Clause).

ITEMS TO BE PROVIDED BY THE CITY

The following items shall be provided by the City and are attached herein for reference:

- Copies of all stadium record drawings within the City archives, scanned to PDF
- Conceptual Plan by ODELL Architects (CAD files or 3D models)

- Infrastructure record drawings for City infrastructure in Avenue I, Valley Central Way, and Double Play Way, within the City archives.

DESIGN STANDARDS AND CONSULTANT EXPECTATIONS

This project is a local funded project and shall comply with all applicable City, County, State and Federal regulations.

The proposed improvements shall, at a minimum, follow the City of Lancaster Municipal Code, adopted Building Codes, Engineering Design Guidelines Policies and Procedures Manual, and City Policies.

Wherever the City guidelines are absent of the latest industry updates, standards or details, Consultant shall utilize the latest Building Codes, Standard Specifications and Plans for Public Works Construction (“Green Book”), and the Los Angeles County Department of Public Works Design Standards. Wherever there is a conflict in design standards, Consultant shall submit a clarification in writing to the City Project Manager (PM) for direction and approval. In most cases, the more stringent design standards shall apply.

The Consultant shall provide to the City deliverables in hardcopy (if requested) and electronic format as detailed in the City’s Standards for CAD Deliverables. All drawings shall be prepared in AutoCAD.

All plans and exhibits generated shall be for the renovation, however, all existing conditions to remain, to be modified, to be relocated, and/or to be replaced shall be dually noted with the intent that, upon project completion, the Consultant will provide the City with complete record drawings, for Phase 1 development, based on the contractor’s clear redline markup of field changes for the Phase 1 work and facilities associated with the project scope.

In addition, the Consultant shall coordinate and work with the following City Divisions and Departments during design: City Engineering Division (primary), Community Development Division (Planning Section and Traffic Engineering Section), Real Estate and Economic Development Division (Building and Safety Section), Parks, Arts, Recreation & Community Services (PARCS) Department, Public Safety Department, and Information Technology (IT) Department. A organization chart and contact list will be provided to the design team. The City’s Project Manager shall be the main point of contact. Any correspondence between Consultant and City employees, other than the PM, shall be copied same day to the PM as well as in the final deliverables.

ADA (Americans for Disability Act) is not a detailed building code and that its requirements are general in nature and open to interpretations. The design team will use reasonable and professional efforts apply applicable ADA requirements to the scope of Phase 1 work. Parts of the building that remain untouched (ex: restrooms, seating, concession counter heights) as not part of Phase 1

will be advised by the ownership under another contract. The City of Lancaster building and safety department will advise on existing facility ADA challenges, and what (if any applicable) will be required for upgrades.

PROJECT PERSONNEL

The Principal Architect shall assemble and lead the architectural and engineering design team needed to perform all tasks detailed herein and shall include, as a minimum, the following team members licensed in the State of California: Architect, Civil Engineer, Structural Engineer, Electrical Engineer, Mechanical Engineer, Landscape Architect, and any other specialty discipline designer required.

The Principal Architect shall be responsible for final design of all elements of the project. The Principal Architect shall also be responsible to identify utilities and utility easements based on as-built documents provided by the City and utilities purveyor/agencies that may interfere with the project and coordinate the design of any required utility relocations, new and/or supplemental services. Additionally, the Principal Architect shall prepare all necessary preliminary and final documents, calculations and/or forms required to secure all necessary permits and approvals required for the construction of the project and occupancy.

ADDITIONAL INFORMATION

The Consultant shall establish and apply internal accounting methods and procedures acceptable to the City for documenting and monitoring contract costs. The Consultant shall submit a consolidated monthly invoice in a format acceptable to the City and broken down in a manner consistent with Exhibit “B”.

The Consultant shall include with the monthly invoice a progress report that reflects the work completed within the invoice period. Payments to the Consultant are to be in arrears. The Consultant must have actually incurred and paid expenses prior to invoicing the City.

The City shall make progress payments per the completed tasks detailed in Exhibit “B,” Form B, submitted by the Consultant. The Consultant shall generate an invoice that details the specific units completed with a cost breakdown with hourly rates for each field function, shall provide sufficient back up to verify expenditures claimed and consistency with fee grids by task, with progress report describing work completed during the invoicing period, delay details if schedule is slipping, how the Consultant will recover the schedule to meet the contract completion date, and work to be completed in the next invoicing period.

The invoice must include a summary table that details the total contract price, previously paid, current invoice amount, and remaining balance.

Consultant shall not start work prior to receiving Notice to Proceed. The Notice to Proceed shall be issued in writing once the insurance documents are submitted and approved and a Professional Services Agreement has been executed.

Consultant shall not perform additional work without written authorization from the City of Lancaster PM. Written Authorization shall come in the form of an Additional Authorization.

DETAILED SCOPE OF WORK

Listed below are tasks and requirements that the Consultant is expected to perform and meet on this project. It is not intended that the tasks listed are the only tasks required. Each consultant should, based on their expertise, consider other tasks that are required to deliver and achieve the purpose and goals of the project complete.

TASK 1 PROJECT MANAGEMENT

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

The Consultant shall schedule bi-weekly meetings (in person, web, or conference call) with the City and design team to provide feedback during the project; maintain schedule; provide a single PM/PE to coordinate with City Capital Engineering PM, other City Departments/Divisions, each task lead/designer, utilities, etc. to deliver a complete consolidated plan set and specification sections that are consistent and do not conflict between improvements; and implement QA/QC measures. Consultant must provide quality assurance and control of documents prior to each submittal.

The Consultant shall prepare and distribute the agenda and associated materials minimum 24 hrs in advance of each meeting, and prepare action item minutes following each meeting.

The Consultant shall prepare and review all necessary legal documents, insurance certificates, correspondence, invoices, and associated materials necessary for the successful execution of the contract.

1.1 Meetings

○ KICK-OFF MEETING

Kick-off meeting shall be held shortly after the issuance of the Notice to Proceed, via Zoom or Teams meeting. The City PM and stakeholders shall provide information, guidance, and answer questions. This meeting shall serve to establish project requirements and to document input in developing the final design and construction documents. The meeting shall also be used to clarify the lines of communication and other administrative details.

○ PROGRESS MEETINGS

For the basis of Proposal, the Consultant shall assume bi-weekly progress meetings for each design phase, via Zoom or Teams meeting with City PM to review progress and obtain direction, assume 2 progress meetings per month. The Consultant shall maintain a list of action items with projected completion dates and shall include progress updates at meetings and with invoice. The Consultant shall send current action item list via email to the City PM no later than two (2) working days following each progress meeting.

○ ADDITIONAL MEETINGS

The Consultant shall organize additional meetings, as required, to complete the project. Additional meetings include, but are not necessarily limited to, meeting with other agencies such as government agencies and utility companies. Cost for additional meetings shall be included in the not to exceed contract amount. No separate payment shall be made.

1.2 Project Management

Consultant shall prepare and maintain a detailed critical path project baseline schedule with subtasks for all deliverables submitted to the City prior to the first invoice and submit with *monthly* written project status update reports throughout the duration of the project. In addition to the monthly schedule update, Consultant shall provide a report with measurement of project performance by the use of Earned Value Method. The *monthly* reports are critical to forecast resource needs and ensure the appropriate staff and support services are available, when needed, to deliver the project on schedule and within budget. Consultant shall notify the PM of any scope, schedule or budget issues that may arise.

The Consultant shall provide all applicable documentation, mapping, plans, forms, and specifications to the City that facilitate successful submittal and approval of primary stakeholders: the Antelope Valley Soccer, Inc. and City of Lancaster PARCS Department.

1.3 Quality Assurance & Quality Control

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

1.4 Permits

The Consultant shall be responsible for determining which permits and agency approvals are required for construction and occupancy. Consultant shall prepare for the City's signature any

required permits from Local, State or Federal agencies and other entities. The Consultant shall coordinate; obtain government agency and/or utility permits, agreements, and/or approvals, and incorporate permitting/agency requirements into final Contract Documents.

Consultant shall prepare all supporting calculations, studies, reports and/or forms required for City of Lancaster building plan check and permitting and any other agency plan check and permitting required for construction and occupancy. Consultant shall submit plan check packages to the City Building & Safety Section and any other agencies, revise packages and resubmit, as required, to obtain approval for permit issuance, plan approval, and/or occupancy.

City of Lancaster plan check and permitting fees shall be “no fee.” Outside agency reviews shall be the responsibility of the A/E firm and shall be included in the Exhibit “B,” Form B, Cost Proposal; If fees are required and associated, reimbursement is expected.

1.5 Deliverables

- a. Meeting Minutes and Action Items Lists
- b. Monthly Reports (Project Baseline schedule & Monthly Updates)
- c. Record of Coordination Calls
- d. Emails
- e. Correspondence

TASK 2 RESEARCH AND UTILITIES

2.1 Research

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

2.2 Utilities

The Consultant shall identify and locate all utilities based on field survey and as-built documents provided by the City and utility purveyor/agencies in accordance with underground utilities to determine the depth for clearance and connection points or conflicts for any underground improvements, such as gas lines, sewer lines, storm drains, water lines, etc. Research all existing utilities (including dry utilities) on the Lancaster Stadium property by submitting Utility Notification Letters with vicinity map exhibits that provides the location for this project in coordination with the City. Consultant shall field verify the utility locations represented on these maps and obtain all updated maps based on site observations from all utility companies including any other utilities not provided by City or mentioned.

The City will not print Utility Notification Letters on City letterhead for the Consultant nor will the City intercede on the Consultant’s behalf to reduce/eliminate costs associated

with utility research/coordination. The Consultant shall include all costs for Utility research/coordination in the not-to-exceed cost proposal, complete. The City will provide Word document template Utility Notification Letters to be used with Consultant letterhead upon request.

The Consultant shall identify on-site services and contact utility companies, as well as identify off-site utilities serving the project site, anticipated to, include, the following:

- AT&T service
- Charter Communications (Spectrum) service
- Conterra Networks service
- Frontier Telecommunications service
- City of Lancaster Storm Water collection and disposal
- City of Lancaster Local Sewer collection and disposal
- LA County Waterworks Districts service and distribution
- Southern California Edison (Transmission, Distribution, and Telecommunications) service and distribution
- Southern California Gas service and distribution
- Sprint services
- Site Drainage
- Fire Systems
- Site illumination
- Any Central-plant mechanical systems
- Other services and utilities encountered during utility research

Consultant shall confirm location and, size based on as-built documents and site observation, and adequacy of utilities serving the site, determine requirements for connection to utilities, assess potential off-site utility extensions and facilities, and design off-site utility extensions and facilities related to service connections.

2.3 Incidental Research

The Consultant shall perform minor incidental research that may be necessary for the project and design.

2.4 Deliverables

1) Research and Utilities

- a) Utility Letter Notifications sent to Utility agencies and Copies of Utility record maps/plans (not provided by City) from Utility agencies (Word doc and PDF)
- b) Utility Base Map, Digital and Physical Copies

- c) Report or assessment of existing utility services and availability in coordination with utility departments/agencies/surveyors
- d) Copies of all incidental research documents (not provided by City)

TASK 3 CONSTRUCTION DOCUMENTS

Limited Schematic Design, and abbreviated Design Development (DD) services shall only be provided by the Consultant to the extent needed to produce Construction Documents referencing Conceptual plans. The Construction Documents will essentially be a BID / PERMIT DOCUMENT set.

3.1 Design Development (DD)

3.1.1 Meeting

Conduct an interdepartmental design development meeting to begin the construction documentation process.

3.1.2 Topographical Mapping and Surveying

Provide a completed site survey for the entire stadium site.

3.1.3 Submittal Book Supplement

Based on this scope of work and the conceptual plans by ODELL Architects, prepare a submittal book supplement for the Project showing at minimum: preliminary cost estimate, references/catalog cut sheets for selected materials and specific systems, proposed construction method for structures and facilities (stick built or prefabricated), and cost benefit analysis for three (3) design concepts.

3.1.4 Preliminary Cost Estimate

Prepare the preliminary cost estimate to include the proposed improvements and present a plan for the preferred design concept. Include a list of prioritized additive alternates, additional services, allowances for change orders and City administration, and other items as reviewed by City staff.

35% Construction Documents

Based on the comments received and preferred design concept selected, prepare the preliminary 35% construction documents including plans, outline specifications (in CSI format), and refined cost estimate.

Deliver one (1) PDF of plans and outline specifications with cost estimates to the City. The City staff will require a minimum of two (2) weeks or agreed upon timeline for review of the 35% construction documents.

3.2 Construction Documents (CD)

3.2.1 Geotechnical Investigation

A geotechnical engineer shall conduct a site visit to verify existing site conditions and limitations. The project will require a geotechnical report substantiated by a drilling program. City shall provide as-built plans and records that contain subsurface information. The geotechnical engineer shall research available literature for geological, seismological and geotechnical data available in the area, complete a drilling program, perform laboratory testing and soil analysis, and prepare a feasibility foundation report to support design as needed. It is assumed that the City will provide any available record geotechnical report associated with the project site.

Provide geotechnical evaluation of existing soils for grading and foundation design. Submit one geotechnical report to City staff and incorporate recommendations into the 75% construction documents.

3.2.2 Utilities Investigation and Coordination

Coordinate with the utility companies and generate a preliminary utility relocation plan.

3.2.3 Design Intent

Prepare cross-section(s), rendering(s) and an enlarged plan of the stadium improvements as necessary to demonstrate the final design intent. Provide image boards of the proposed improvements included in Phase 1. Provide electronic images of the plans on compact disk and/or thumb flash drive to the City, which can be printed by the City in various sizes for public distribution and display.

3.2.4 75% Construction Documents

Based on comments received, prepare 75% construction documents including plans, specifications, and refined cost estimate.

Deliver one (1) PDF of plans and draft specifications (in CSI format) to City. Prepare detailed cost estimates for all improvements as per City recommendations. City staff will require a minimum of four (4) weeks or agreed upon timeline for review of 75% construction documents.

3.2.5 Meeting (75% Review Comments)

Conduct interdepartmental review sessions to review City comments, assess probable cost of construction vs available budget, and refine scope and cost estimate to get project back within available budget (as needed).

Any revisions to 75% cost estimates and/or re-design required to bring project back within available budget and within scope shall be at no additional cost to the City.

3.2.6 100% Construction Documents

Based on comments received, prepare 100% construction documents including plans, specifications, and detailed estimate. Plans will be prepared to allow for deductive and additive alternates, as necessary.

Deliver one (1) PDF of plans and final specifications (in CSI format) to City. City staff may require a minimum of four (4) weeks or agreed upon timeline for review of 100% construction documents.

3.3 Specifications

The City shall prepare the main body of the specifications (boiler plate); specifications expected from the Consultant shall be limited to Special Provisions beyond the City's boiler plate sections, technical details, cut sheets and written specifications beyond those provided. Draft specifications shall be provided with plan submittals in CSI format as noted in Tasks 3.1 and 3.2.

3.4 Cost Estimates

The Consultant shall compile and prepare the Cost Estimates based on all biddable construction items identified in the design package and consistent with the latest City bid forms. The estimated quantities shall be arranged and grouped as agreed with the City PM.

Computations showing estimated quantities and costs for each location of work, as well as the sum totals, shall be submitted to the City. Cost Estimates shall be provided with plan submittals as noted in Tasks 3.1 and 3.2. Quantities and costs shall be updated and in agreement with each plan submittal.

3.5 Deliverables

See items in Sections 3.1 through 3.4 herein.

TASK 4 BIDDING AND CONSTRUCTION ENGINEERING SUPPORT SERVICES

4.1 Bid Support

Assist City staff in bidding process as required, including answering questions from bidders and assisting in the preparation of Addenda.

4.2 Submittals

Review and process all shop drawings and submittals required by technical specifications.

4.3 Site Reviews

Provide site reviews and prepare reports on construction progress and quality with recommendations for correction of any deficiencies (approximately four (4) field meetings).

4.4 Change Orders

Assist in preparing technical portions of change orders and sign off on Technical portion of Change Order memoranda.

ADDITIONAL SERVICES NOT INCLUDED

Services other than those set forth in this exhibit shall constitute extra services. Extra services including, but are not limited to, attendance at meetings other than those included in the Scope of Services, additional plans, additional topographic survey, etc. shall be considered additional services and will be performed only with written authorization from the City and for additional fees to be negotiated prior to authorization. Anticipated additional services may include the following:

- Utility potholing or ground penetrating radar
- Sanitary sewer flow monitoring or metering
- Mainline extension of utilities or new utility connections based on Addendum 1 response #11

SCHEDULE

In order to preserve meet building occupancy schedules, time is of the essence. The City intends to contract with the consultant by January, 2024, or soon thereafter. The consultant shall begin the design phase as soon as the contract with the City is executed.

The design team and the ownership are to work on a planned schedule at the offset of the project, and to share with the balance of the stakeholders. Pull-planning a schedule to meet the final critical dates are essential. Proposed Milestone schedule shall be as listed below:

MILESTONES	DATES*
Submittal Book Supplement	February 2024***
35% Submittal	February 2024***
75% Submittal	March 2024***
100% Submittal	April 2024

Stamped and Signed Construction Documents	April 2024**
Permits Issued	May 2024
Bid Advertisement	May 2024
Award Construction	June 2024
Start Construction	July 2024
End Construction	January 2025
FFE Install	February 2025
Occupancy	March 2025

* City and Stakeholder's review periods shall be as noted per Task; no additional time will be awarded for allowable time with City.

** Minimum 2 weeks prior to advertisement.

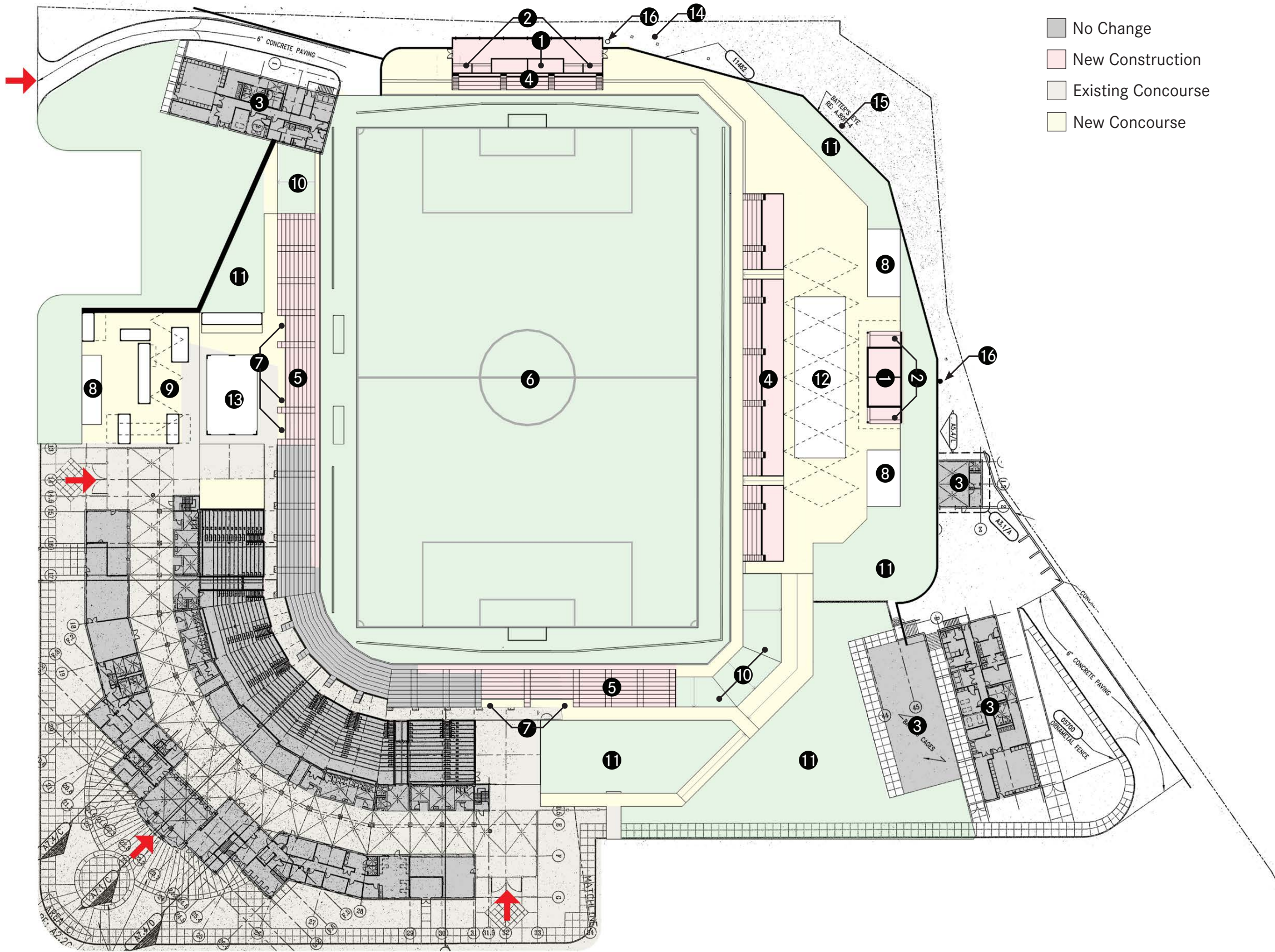
*** Anticipated dates included, Consultant to provide baseline schedule dates to be approved by the City.

Detailed Gantt chart provided by Consultant and included herein shall be updated every two weeks. Any delays in critical path items that cannot be absorbed shall be brought to the City Project Managers attention immediately. Milestone schedule and Gantt chart shall be amended at the sole discretion of the City.

USL Lancaster: Field Level Plan Diagram

- Numerical Legend**
- 1 Restrooms
 - 2 Concessions
 - 3 Existing Locker Rooms/Utilities
 - 4 Aluminum Grandstands
 - 5 Concrete Grandstand Extensions
 - 6 Soccer Pitch
 - 7 Loge Boxes
 - 8 Food Truck Parking
 - 9 Outdoor Light Grid
 - 10 Berm
 - 11 Grass
 - 12 Beer Garden
 - 13 Tent Canopy
 - 14 Existing Scoreboard
 - 15 Graphic/Advertising Marquee
 - 16 Existing Stadium Light Poles

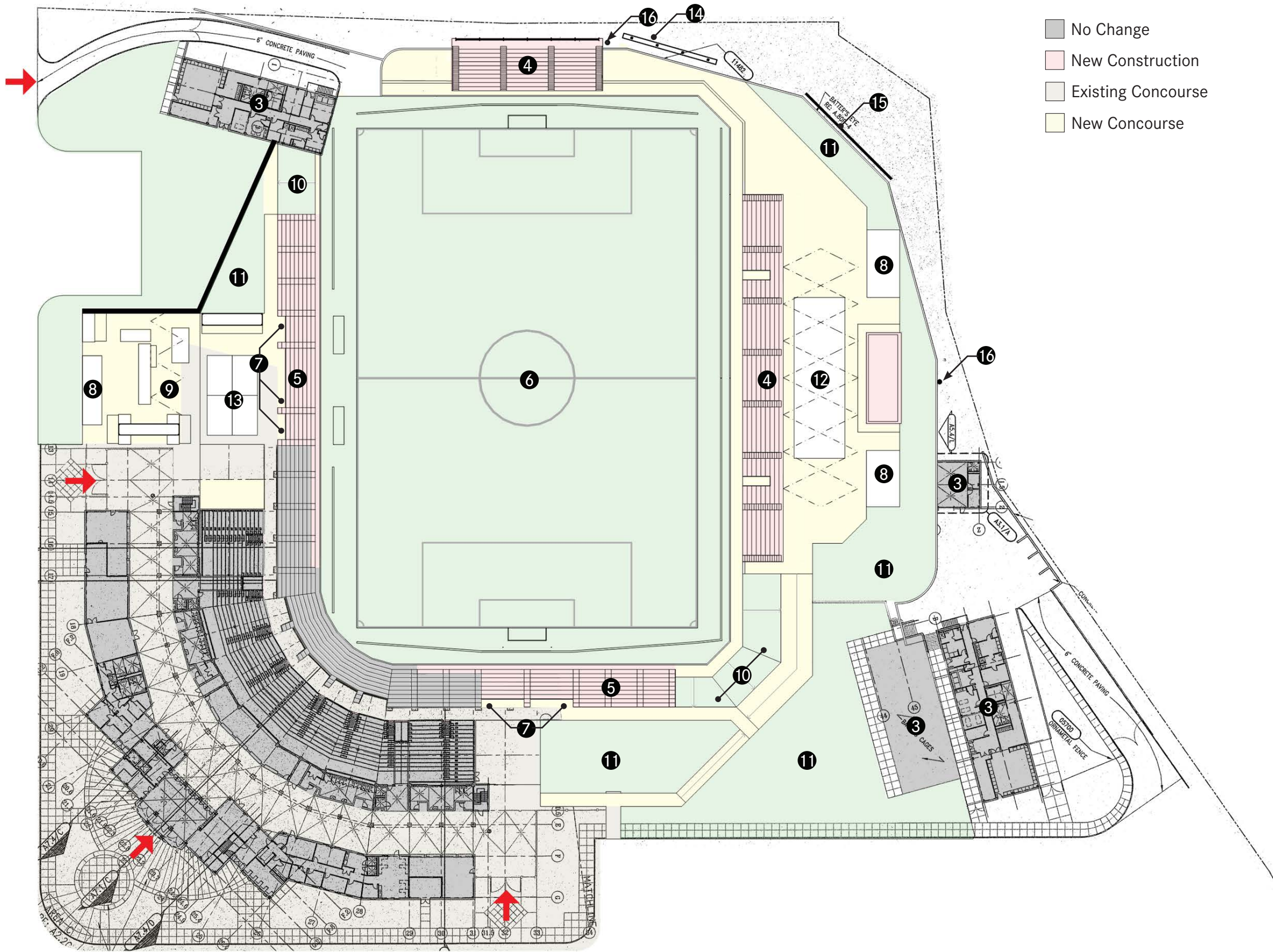
- Concourse Legend**
- No Change
 - New Construction
 - Existing Concourse
 - New Concourse



USL Lancaster: Concourse Plan Diagram

- Numerical Legend**
- 1 Restrooms
 - 2 Concessions
 - 3 Existing Locker Rooms/Utilities
 - 4 Aluminum Grandstands
 - 5 Concrete Grandstand Extensions
 - 6 Soccer Pitch
 - 7 Loge Boxes
 - 8 Food Truck Parking
 - 9 Outdoor Light Grid
 - 10 Berm
 - 11 Grass
 - 12 Beer Garden
 - 13 Tent Canopy
 - 14 Existing Scoreboard
 - 15 Graphic/Advertising Marquee
 - 16 Existing Stadium Light Poles

- Concourse Legend**
- No Change
 - New Construction
 - Existing Concourse
 - New Concourse




3. Qualifications and Experience of Management Team and Key Personnel




NBBJ TEAM


Andrzej Czech
PIC / Project Manager




Alvin Cheung
Project Designer



Bill Glauch
Project Architect /
Permitting

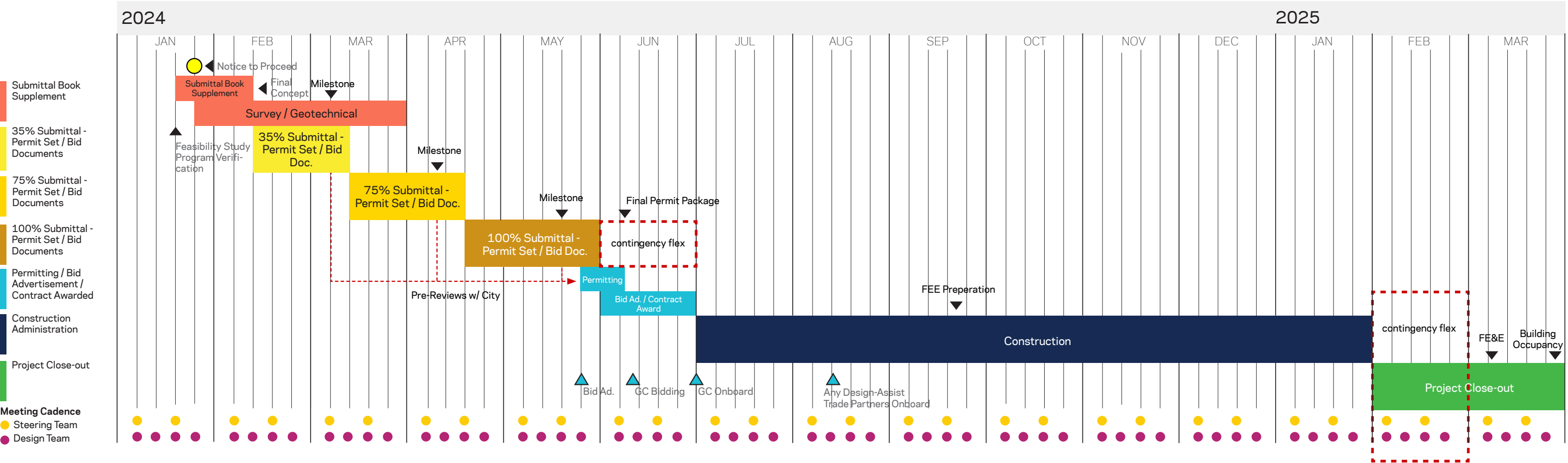


Margot Jacobs
Landscape
Design Lead





SUBCONSULTANT TEAM		
<p>Kimley Horn Civil Engineer, Surveying Field and Turf</p>	<p>Englekirk / WSP Structural Engineer</p>	<p>ECG Surveying</p>
<p>Earth Mechanics Geotechnical Engineering</p>	<p>TK1SC / WSP Mechanical Engineering Electrical Engineering</p>	<p>NBBJ Landscape Design</p>



The proposal schedule outlined in the project RFQ description, is the most challenging aspect of this project. It will take clear concise communication and a structured kick-off meeting that aligns all stakeholders in a schedule consensus. The Design team understand the need for occupancy in March of 2025, and is tasked with success.

This project will take a bit of an unconventional approach to the document set, due of the schedule. Rather than a standard design phases outlined by the AIA, the team is proposing a single BID Document / Permit Phase (after a concept option at the end of January 2024 is selected), with appropriated phases – 35% / 75% / 100%. During the Submittal Book Supplement, geotechnical and survey services will be performed. At the conclusion of 100% Permit / Bid Documents, an overlapped process of permitting with the City of Lancaster (design team) and the Bid Advertisement, Bidding, and Contract Award (owner, assist from the design team) will occur – rather than sequentially phase those steps. The design will provide Construction Administrative and Project Close-out, which would consist in Certificate of Occupancy, Record Drawings, and turn-over.

The goal in the proposed schedule, is to align with the city expectations and deliverables. A well-organized schedule will have all stakeholders layers applied to it – so we hope that effort of collaboration will take place. The biggest challenge is the uncertainty with permitting and review process. The design team will need to work with those departments to expedite reviews and creatively deliver the needed requirements for a contractor to proceed. The schedule appears to have some small contingency flex (based on construction completion in Jan and first game in March/April. That contingency flex might be necessary if permitting and reviews are not expedited.

Submittal Book Supplement	35% Submittal	75% Submittal	100% Submittal	Permitting / Bid Ad. / Award	Construction
<ul style="list-style-type: none">Project Kick-off and Process Design WorkshopProject Visioning and principalsBi-Weekly workshops (owner/ NBBJ)Establish schedule of permittingFull team cross coordination quality controlReview concept design (owner provided)Develope 3 concepts, based on the project scope of services - varring differences from previous conceptScope, space program, infrastructure / building systems criteriaReview current infastructure and select engineering systemspreliminary cost estimateinitial material selectionsstructural recommendations for constructiongeotechnical and survey initiatedscan of existing facility and BIM model initiated	<ul style="list-style-type: none">Equivilant of Construction DocumentsBegin Development of Final Selected Concept from previous phaseSpecification outlineCost estimate updateGeotechnical and survey reviewReview with CityCoordination with site utilities and company that supply the siteDrawings to be included (but not limited to) - plans, sections elevationsRenderings included as internal conceptual	<ul style="list-style-type: none">Equivilant of Construction DocumentsSpecification draftCost estimate updateReview with CityContinue coordination with site utilities and company that supply the siteRefine floor plan, site plan, sections, elevationBegin to work on detailsAny prefabrication systems selection processFinalize exterior finishesInterior finishes (if any)QA/QC Process	<ul style="list-style-type: none">Final alignment of scope, budget, and performance-based strategiesPeer review, QA/QC ProcessPermit packages initiated<ul style="list-style-type: none">Site make-ready (if req.)Site Grading / Site UtilitiesUnderground UtilitiesFoundationSuperstructureDevelop details with trade partnersRefine Specifications with owner, consultants, & GC/trade partnersFinal code compliance energy modelingBIM Clash DetectionFinal specifcationsReview with CityFinal cost estimateProgram and quanties summarized in breakout	<ul style="list-style-type: none">Begin the process of permitting with the City of LancasterPlan check, permitting, construction and occupancyCity Building and SafetySupport the ownership in the bidding advertisementAnswer pre-bid qualification questionsSupport the ownership in any final criteria selection of the GC	<ul style="list-style-type: none">CA process workshopEstablish protocol to streamline RFI'sOAC meetingsField site visitsChange ordersQuarterly process assessment workshopsRegular updates to executive teamShop drawings & submittals reviewDetermine timing of phased punch-listRecord drawings

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 two (2) 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 \$1,630,180.00. 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 fifteen (15) months from commencement. In no event shall performance of the work be completed later than fifteen (15) months 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.

Andrzej Czech, Principal
NBBJ, LP

EXHIBIT "B"
FORM B: COST PROPOSAL*

TASK NO.	DESCRIPTION	PRICE
1.	PROJECT MANAGEMENT	<u>\$142,700</u>
1.1	Meetings	
1.2	Project Management	
1.3	Quality Assurance & Quality Control	
1.4	Permits	
1.5	Deliverables	
2.	RESEARCH AND UTILITIES	<u>\$83,700</u>
2.1	Research	
2.2	Utilities	
2.3	Incidental Research	
2.4	Deliverables	
3.	CONSTRUCTION DOCUMENTS	<u>\$954,880</u>
3.1	Design Development	
3.1.1	Meeting	
3.1.2	Topographical Mapping and Surveying	
3.1.3	Submittal Book Supplement	
3.1.4	Preliminary Cost Estimate	
3.1.5	35% Construction Documents	
3.2	Construction Documents (CD)	
3.2.1	Geotechnical Investigation	
3.2.2	Utilities Investigation and Coordination	
3.2.3	Design Intent	
3.2.4	75% Construction Documents	
3.2.5	Meeting (75% Review Comments)	
3.2.6	100% Construction Documents	
3.3	Specifications	
3.4	Cost Estimates	
3.5	Deliverables	

EXHIBIT "B"
FORM B: COST PROPOSAL*

TASK NO.	DESCRIPTION	PRICE
4.	BIDDING AND CONSTRUCTION ENGINEERING SUPPORT SERVICES	\$448,900
4.1	Bid Support	
4.2	Submittals	
4.3	Site Reviews	
4.4	Change Orders	
TOTAL COST*		\$1,630,180
NOT TO EXCEED		

TOTAL COST AMOUNT WRITTEN IN WORDS

one million six hundred and thirty thousand one hundred and eighty dollars

- * In support of Exhibit 3, Consultant shall provide two fee grids (in table format), with an itemized breakdown
- Hours** and Personnel
 - Rate and Personnel

** Hours are for progress tracking purposes only. This is a time and materials not to exceed contract to provide services as described in Exhibit 1, *complete*. Additional hours and associated costs will only be considered for change in scope and must be authorized in writing prior to expenditure.

Fee Grids

		Fees by Phase									
		Fee Total		Submittal Book Supplement	35% Submittal	75% Submittal	100% Submittal	Bid/Award	Construction Administration	Record Documents	Proposal
Basic Services	Consultant										
Architect	NBBJ	1,010,820	62.0%	160,100	13,440	137,440	137,440	72,800	322,400	43,200	\$ 1,010,820.00
Structural	Englekirk	86,000	5.3%		1,000	18,000	42,000	2,000	12,000		\$ 86,000.00
MEP	TK1SC	142,000	8.7%	14,300	2,000	26,000	26,000	14,200	35,500		\$ 142,000.00
Civil	Kimley-Horn	300,000	18.4%	57,000	7,500	71,500	71,500	10,000	18,500	-	\$ 300,000.00
Geotechnical	Earth Mechanics	52,860	3.2%	52,860	-	-	-	-	-	-	\$ 52,860.00
Survey	ECG	38,500		10,000	1,500					10,000	\$ 38,500.00
Subtotal		1,630,180		294,260	26,440	252,940	276,940	99,000	388,400	53,200	1,630,180

LANCASTER MUNICIPAL
STADIUM RENOVATION

Rate Sheet

		Hourly Rate	Submittal Book Supplement	35% Submittal	75% Submittal	100% Submittal	Bid/Award	Construction Administration	Record Documents	Hours Total	Total
		\$/hour	hours/week	hours/week	hours/week	hours/week	hours/week	hours/week	hours/week	hours	\$
Architecture											
Andrzej Czech	Project Manager / PIC	\$ 225	14	14	14	14	6	6	4	504	\$ 113,400
Bill Glauch	Sr Project Architect	\$ 225	28	28	28	28	22	8	2	916	\$ 206,100
Alvin Chuang	Project Architect / Designer	\$ 175	40	40	40	40	16	32	8	1,864	\$ 326,200
Jr. Designer	Designer	\$ 155	40	40	40	40				680	\$ 105,400
Jr. Designer	Intern	\$ 145	40	40	40	40			16	808	\$ 117,160
Margot Jacobs	Landscape	\$ 225	2	2	2	2				34	\$ 7,650
Tim Duffy	Specifications	\$ 195		6	6	6				72	\$ 14,040
Kimball Bergerud	Cost Estimation	\$ 195	16	10	10	10				200	\$ 39,000
Mandy Seever	Graphics	\$ 195		12	12	12				144	\$ 28,080
Say Khov	Construction Administrator	\$ 165						10	2	326	\$ 53,790
Total Hours per Week			180	192	192	192	44	56	32		
Total Amounts per Week			\$ 32,020	\$ 34,360	\$ 34,360	\$ 34,360	\$ 9,100	\$ 10,400	\$ 5,400		
Phase Durations in Months			1.00	1.00	1.00	1.00	2.00	7.00	2.00		
Phase Durations in Weeks			5	4	4	4	8	31	8		
Total Amounts by Phase			\$ 160,100	\$ 137,440	\$ 137,440	\$ 137,440	\$ 72,800	\$ 322,400	\$ 43,200		\$ 1,010,820
Interiors											
Nicole Villamin	Interior Designer									-	\$ -
Britta Moline-Ayars	Interior Designer									-	\$ -
Total Amounts by Phase			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
Grand Total Net to NBBJ			\$ 160,100	\$ 137,440	\$ 137,440	\$ 137,440	\$ 72,800	\$ 322,400	\$ 43,200		\$ 1,010,820

EXHIBIT B
TO THE
EXECUTIVE DESIGN PROFESSIONAL AGREEMENT
DESIGN PROFESSIONAL RATE SCHEDULE FOR ADDITIONAL SERVICES

<u>TITLE</u>	<u>RATE</u>
Partner	\$425 / Hour
Principal	\$325 / Hour
Project Manager	\$280 / Hour
Project Architect	\$230 / Hour
Architect	\$180 / Hour
Job Captain	\$170 / Hour
Intern	\$120 / Hour