

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (this "AGREEMENT") is made and entered into this ____ day of _____, 20____, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and _____, (the "CONSULTANT").

RECITALS

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

ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR BIOTECH INCUBATOR

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: BAM Creative

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 Development Services Director
 City of Lancaster
 44933 North Fern Avenue
 Lancaster, California 93534

CONSULTANT BAM Creative
 Attn: Brian Spence, Principal
 453 South Spring Street
 Los Angeles, California 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 Proposal and CONSULTANT'S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONSULTANT agrees to comply with all of the requirements set forth therein.

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

First: This AGREEMENT consisting of 37 pages
Second: Request for Proposal
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 Development Services Director 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 Development Services Director, 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 \$ 739,770.00. CONSULTANT'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

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

8. **Obligations of the CONSULTANT.**

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

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

9. **Senate Bill 854.**

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

renewal fee. Contractors must apply online and meet minimum qualifications to be registered as eligible to bid and work on public works projects. The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015. **This project shall comply with the requirement of SB 854.**

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

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

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

A. SECTION 4 1725.5

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

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

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

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

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

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

- (C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages, or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.
- (D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- (E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months, or since the effective date of the requirements set forth in subdivision (f), whichever is shorter. For a contractor found to be in violation of the requirements of this paragraph only, the period of disqualification shall be waived if: (i) the contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months; and (ii) the contractor pays an additional non-refundable penalty registration fee of \$2,000.
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established pursuant to Section 1771.3 and shall be used only for the purposes specified in subdivision (b) of Section 1771.3
- (c) The term “contractor,” as used in this section, shall include any subcontractor or “consultant”, as defined in Section 1722.1.
- (d) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. A contractor who inadvertently fails to pay the renewal fee may retroactively renew its registration by paying an additional non-refundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the date of the renewal fee.
- (e) The requirements of this section shall not apply with respect to any contract, which as a result of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or decision by a court that classifies, after the time at which the body awarding the contract accepts the contractor’s bid or awards the contractor a contract, the work covered by the bid or contract as a “public work,” as defined in this chapter, to which Section 1771 applies, provided that:
- (1) The body awarding the contract failed to identify as a public work, in the bid specification or in the contract documents that portion of the work that the determination or decision classifies as a “public work.”
 - (2) Within twenty (20) days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the

contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

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

B. SECTION 5 1771.1

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

- A. This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. **This project shall comply with the requirements of SB 854.**

10. **Payment of Prevailing Wage.**

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

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

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

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

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

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

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

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

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

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

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

13. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Development Services 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.

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

*(Coverage shall be at least as broad as ISO form CA00 01)***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

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

Each Occurrence

\$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 and approved by the City. At the City's option, 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.

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:

**ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR BIOTECH INCUBATOR**

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 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.

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 Development Services Director or his designee, has issued the Notice to Proceed.

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

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

A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of CONSULTANT, then CONSULTANT shall be entitled to an extension of time equal to said delay, subject to the OWNER's right to terminate this AGREEMENT pursuant to Section 15.

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

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

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

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

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

CONSULTANT warrants and represents to OWNER as follows:

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

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

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

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

24. **Resolution of Disputes.**

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

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

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

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

25. **Exhibits.**

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

Exhibit "A" Scope of Services

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

26. **Governing Law.**

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

27. **Effective Date.**

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

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

“OWNER”
CITY OF LANCASTER
LANCASTER, CALIFORNIA

Approved By Department Head:

By: _____
Jeff Hogan, Development Services Director

Dated: _____

By: _____
Jason Caudle, City Manager

Dated: _____

"CONSULTANT"
BAM Creative
LOS ANGELES, CALIFORNIA

By: _____
Brian Spence, Principal

Dated: _____

ATTEST:

Andrea Alexander
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

PROJECT BACKGROUND, DESCRIPTION, AND LOCATION

The City of Lancaster has identified Biotechnology as a growing industry, with an increased number of firms starting up or beginning to expand. The creation of a biotech incubator within the City of Lancaster is the first step to fostering the biotech industry cluster that could bring firms into the City. The City is creating this incubator to attract start-up companies, scientists, and entrepreneurs looking to develop their ideas utilizing affordable, high-quality facilities and equipment in a like-minded business community. The project is funded by the City of Lancaster's General Fund.

The project is in the City of Lancaster's Business Park at 104 E Avenue K-4 at the southeast corner of Avenue K-4 and Division Street.

This work shall include all research, studies, surveying, utility coordination/mapping, potholing, and right-of-way engineering; as well as, preliminary and final demolition plans, building plans (architectural, structural, mechanical, electrical, plumbing, fire safety, technology, etc.), construction details, diagrams, exhibits, interior design plans, special provisions, construction cost estimates and other construction documents. This work shall also include all other work necessary to coordinate, verify and supplement utility services, and secure permits for the project, including but not limited to plan checking and permitting with Lancaster Building & Safety, Los Angeles County Fire Plan, Los Angeles County Waterworks, etc.

Consultant shall provide:

- Design Development
- Interior Design Services
- Structural Engineering
- Mechanical/Plumbing Engineering
- Electrical/Fire Alarm Engineering
- Low Voltage/Technology Engineering
- Fire Sprinkler Engineering
- Civil Engineering including Site Improvements and Accessibility
- Furniture, Fixtures, and Equipment (FFE) Plans
- Construction Documents, Cost Estimate Packages, and Specification

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 and any other specialty discipline designer required.

The Principal Architect will need to consider future work in the design and shall include accommodations for tenant improvements by future inhabitants that minimize disruption, redundancy, and waste. 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, and adjacent properties.

The Principal Architect shall be responsible for final design of all elements of the project. The Principal Architect shall also be responsible to identify all utilities and utility easements 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, environmental clearances, and secure all necessary permits and approvals required for the construction of the project.

GENERAL SCOPE OF SERVICES

The scope of work for this project is to provide complete Plans, Specifications, and Estimates, including Architecture, Civil, Structural, and MEP Services for complete Construction Documents.

The Consultant shall perform all studies, surveys, assessments, clearances, and calculations needed including but not limited to structural analyses, retrofit assessment, HVAC conditions assessment, roof conditions assessment, required for planning purposes and permitting.

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

Milestone tasks and Schedule are included in Exhibit B-1 and Payment and Fees by tasks and sub-tasks table is included in Exhibit B-2.

ITEMS TO BE PROVIDED BY THE CITY

The following items shall be provided by the City:

Copies (hardcopy or PDF as available) of all record drawings within the City archives, to include: building plans, street plans, storm drain plans, street lighting plans, traffic signal plans, fiber interconnect plans, signing and striping plans, landscape plans, sewer plans, and/or recycled water plans.

DESIGN STANDARDS AND CONSULTANT EXPECTATIONS

This project 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 Trench and Pavement Restoration Policy.

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”), the Los Angeles County Department of Public Works Design Standards and Caltrans 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 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 a complete as-built plan for the entire property and all facilities.

In addition, the Consultant shall coordinate and work with the following City Divisions and Departments during design: Capital Engineering Division (primary), Community Development Division (Planning and Traffic Engineering Section), Real Estate and Economic Development Division (Building and Safety Section), and Information Technology (IT) Department. 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.

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 the Agreement. 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 the costs prior to invoicing the City.

The City shall make progress payments per the completed tasks detailed in Exhibit B-2 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 tasks submitted in the cost proposal, and a brief 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 an 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 Agreement Amendment.

DETAILED SCOPE OF WORK

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 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 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

- **Progress Meetings**

For the basis of Proposal, the Consultant shall assume monthly progress meetings for each design phase, via Zoom or Teams meeting with City PM to review progress and obtain direction. 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 three (3) 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 lump sum 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 schedule with subtasks for all deliverables submitted to the City prior to the first invoice and submit with *monthly* written project status reports throughout the duration of the project. 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.

1.3 Quality Assurance & Quality Control

Consultant must provide quality assurance and control of survey, design plans, specifications, and estimates prior to each submittal. This task is required to verify 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 are required to construct the project. 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. The Consultant shall also prepare for the City's signature permits to enter and any other necessary permits/right of entry from landowners for all research, such as surveying, potholing, geotechnical, and any other design-related work.

1.5 Deliverables

- Meeting Minutes and Action Items Lists
- Monthly Reports
- Record of Coordination Calls
- Emails
- Correspondence

TASK 2 ARCHITECTURAL DESIGN

Based on the accepted Schematic Design documents and City's written approval to proceed, Consultant shall prepare Design Development documents consisting of drawings and other documents including to fix and describe the function, size and character of the entire Project including selection of materials, type of structure, mechanical and electrical systems and performance data. In each case, the associated consultant(s) shall attend meetings as required by the City. During the Design Development Phase, the Consultant shall participate in technical reviews of the Design Development documents and Design Development cost estimate with City prior to review and approval by the City at the 100% completion stage of Design Development. Consultant shall update the approved schematic design and site plan to include the following items that were previously considered an alternate:

- Backflow prevention device
- EV Chargers
- ADA/Parking Revisions / Site Improvements
- Generator
- Trash Enclosures (if needed)
- Exterior Envelope
- Roof/HVAC including site line study

2.1 Engineering Coordination

Consultant shall:

- Coordinate the design of the MEP systems with the architectural elements.
- Coordinate the design of the MEP systems with the lab equipment.
- Coordinate with Mechanical, Plumbing, Electrical, Fire Alarm, Low Voltage, Technology, Fire Sprinkler, Civil, and Structural engineer to define the size of equipment / area required to support the proposed design.
- Meet with engineers on a regular basis to ensure the scope and model are coordinated.
- Review details, specifications, and equipment prepared by engineers.
- Incorporate the information from the engineers into the Revit central file.
- Issue Revit/CAD files for coordination

2.2 Restroom Design

Consultant shall:

- Determine fixture counts based on functions of space / occupancy.
- Design male and female multi-occupancy restrooms.
- Ensure the restrooms are code compliant and accessible.
- Review as-built information on the selected area of work and client supplied files.
- Create a Revit central file and issue to MEP Engineers.

2.3 Exterior Envelope Modifications

Portions of the existing exterior envelope require modification. Consultant shall:

- Design modifications to the existing storefront to improve disabled access and increase security.
- Detail the exterior partition in-fill at locations of demolished overhead coiling doors to include paint.
- Ensure the design is compliant with governing code requirements.
- Coordinate with consultants as required.
- Provide details to include painting full exterior of building as an alternate bid item.

2.4 Standby Generator Engineering Coordination

Consultant shall work closely with the MEP Engineers to:

- Coordinate the design of the standby generator systems with the architectural elements.
- Design the CMU enclosure for the standby generator.
- Coordinate with electrical and structural engineers.
- Revise plans to accommodate ATS room.
- Issue Revit/CAD files for coordination

2.5 Site Improvement & Accessibility Coordination

Based on the proposed site improvements to relocate the main entrance and repave the existing parking lot, including the areas on the east side of the building. Consultant shall:

- Coordinate scope of work with civil engineer.
- Review parking striping layout prepared by civil engineer.
- Review EV charging locations in plan and coordinate with plans prepared by civil engineer.
- Coordinate design modifications to the proposed path of travel from the proposed accessible parking to the proposed entrance to improve disabled access and increase security.
- Coordinate curb cuts and ramps with site improvements, and civil and structural engineers.
- Detail ramps and handrails as required.
- Upgrade lighting at the proposed building entrance.
- Review site lighting prepared by civil engineer.
- Ensure the path of travel is compliant with governing code requirements.
- Incorporate the information from the civil engineers into the Revit central file.

2.6 DI Water Coordination

The addition of a house deionized water to the scope requires the following coordination. Consultant shall:

- Coordinate with MEP engineer to determine size of equipment required to server the proposed demand.
- Review specifications, and DI plumbing piping and fixtures.
- Incorporate the information from the MEP engineers into the Revit central file.

2.7 Furniture

Consultant shall provide furniture coordination services, including:

- Determine furniture requirements based on discussions and meetings.
- Develop a color palette for the furniture.
- Review preliminary furniture packages from furniture dealers/vendors.
- Coordinate furniture specifications and finishes with the selected furniture dealer.
- Review furniture installation diagrams.
- Coordinate electrical requirements of the furniture with engineers.

2.8 Lab Casework

Consultant shall provide lab casework coordination services, including:

- Determine lab casework requirements based on discussions and meetings.
- Develop a color palette for the casework.
- Review preliminary casework packages from lab dealers/vendors.
- Coordinate casework specifications and finishes with the selected casework dealer.
- Review casework installation diagrams.

- Coordinate electrical requirements of the casework with engineers.

2.9 Chemical Classification Plan

Consultant shall coordinate with a consultant to:

- Generate a chemical classification plan based on the list of chemicals provided by the lab operator.
- If required, include the chemical classification plan with the Plan Check submittal.
- Coordinated approval with LACo Fire as needed.

2.10 Environmental Graphics

Consultant shall provide interior environmental graphics services, including:

- Review asset information provided by City, such as logos, photos, or other graphic examples.
- Develop up to (3) concepts for environmental graphics at up to (3) locations. Additional concepts and locations may be added for an additional fee.
- Meet with City to review the concepts.
- Revise the selected concept to address City comments.
- Coordinate the selected interior environmental graphics with architectural plans.
- Exterior graphics and signage are not included and if requested, shall be considered Additional Services.

2.11 Specifications Book

Consultant shall:

- Prepare project specifications in book format.
- Issue project specifications in conjunction with major drawing issuances.

2.14 Architectural Design Deliverables

- Floor plans of each area, walls, doors, windows shall be clearly referenced. All materials clearly indicated. Refined dimensions
- Floor plans shall show interior finishes and laboratory, workspace, office, shared space, and bathrooms layouts
- Roof plans: Refined equipment layout including ductwork and attachments. Conditions to be detailed
- Reflected ceiling plans showing lighting, grill layout, penetrations
- Elevations: All wall features, including details of all awnings or shade systems, materials indications, refined dimensions
- Sections: Refine all integrated features in specific areas, refine dimensions, materials indications
- Schedules: All partition/demising wall types defined, complete paint/finish schedule. Complete door/frame schedule, complete window schedule

- Interiors: Final interior elevations, reflecting ceiling plan, finishes, furniture and fixtures, casework and millwork layout, and material selection
- All details defined
- Provide final material and color board for interior finishes
- Update and expand Schematic Specifications
- Provide recommendation for all door and window hardware
- Updated value engineering report, measures implemented, elements remaining to be addressed, preliminary long-term major maintenance / equipment replacement sinking fund budget recommendations
- Assist City in developing a detailed total project cost estimate

TASK 3 CIVIL ENGINEERING

The Consultant shall be responsible for data collection, surveying and mapping necessary for conceptual, preliminary and final engineering, design and cost estimates. The scope of comprehensive base mapping and surveying includes, but is not limited to, Control Surveys, Aerial Photogrammetry, Limited Design Level Topographic Surveys, and a Record of Survey.

Field survey shall include all surveying and mapping tasks required to produce a complete topographic map that may be used in support of civil design of improvements.

3.1 Civil Survey

Topographic survey services including:

- Research and Control Establishment
- Consultant will provide research to establish standard survey horizontal and vertical control necessary to perform a field topographic survey within the project limits.

3.2 Aerial Topographic Survey

An aerial topographic survey of the subject site, shall be performed in a manner as to identify the general topography of the site as well as to identify all visible cultural features such as building and structure outlines, curb and gutter, hardscape limits, striping, lighting and power poles, fencing, manhole lids, and other apparatus visible from the air.

- Aerial Topographic Survey will also include establishing ground control and setting and collecting survey information on the aerial targets.
- Aerial Topographic Survey shall be prepared at the scale of 1" = 20' or as suitable for this specific project.

3.3 Field Topographic Survey Verification

Field topographic survey verification of portions of the subject site, shall be performed in a manner as to identify the general topography of the site as well as to identify all hardscape such as curb

and sidewalk, observable above-ground utility features, trees, changes in grade, permanent structures, and walls.

- Spot elevations will be collected in a manner sufficient to produce 1' contour intervals.
- ADA-level detail (shots on existing hardscape at 10' increments plus changes in elevation exceeding 0.03') will be collected at the location noted as "Field Topo, ADA-Level Detail" in Consultant's proposal Exhibit "A".
- Two (2) additional days of field topographic surveying (plus associated office and drafting time) for ADA-level detail to be provided at further locations as necessary. Locations are to be determined upon provision of client-approved architectural site plan, provided to Consultant, and are to encompass proposed ADA-accessible pathways or other on-site improvements. This additional surveying will be incorporated into the Topographic Survey deliverable and issued as a revision.

3.4 Civil Survey Deliverable

- Consultant shall prepare CAD drawings of the survey area(s) in AutoCAD Civil 3D 2019 or 2020 format utilizing Consultant's layer standards suitable for use as a design background file.
- Consultant shall provide a pdf of the final Topographic Survey deliverable signed by a Licensed Land Surveyor. The Topographic Survey is to include 1' contour intervals, spot elevations on top of curb, flow line, finished surface, and ground at the field-verified locations, and be on project datum and coordinate system.

3.5 Design Phase Services

Design phase services including:

- Consultant shall coordinate with City and design layout for new parking including required ADA stalls, 1 ADA charging stall and paths of travel from proposed ADA stalls to proposed entrance per City of Lancaster Design Guidelines Manual.
- ADA grading design for (All ADA design to be located within area for ADA level detail on survey exhibit 'A'):
 - Project's required ADA parking.
 - 1 Proposed ADA charging station.
 - Proposed building entrance.
 - Paths of travel from ADA parking and charging spots to proposed building entrance. Grading design and coordination for improvements outside of the red areas on Exhibit 'A' in Consultant's proposal.
- Coordinate with EV charging station designer.
- Grading and drainage in loading dock area for standby generator and proposed switchgear pads.
- Upsize of existing domestic water service for building. Coordinate size with plumbing engineer.
- A new 6" Fire water service will be provided a minimum flow of 550 GPM.
- Establish performance requirements for seismic bracing (if required by code) of mechanical, electrical, and technology equipment specified by Consultant.

- Prepare Demolition drawings.
- Prepare all CEC Title 24 certificate of compliance forms including mechanical systems, lighting, and building envelope.
- Prepare applicable civil, structural, mechanical, electrical, and technology specifications.
- Prepare contract documents that are suitable for pricing and construction purposes.
- Project design meetings:
 - Participate in approximately weekly project conference calls / web conferences as required.
 - Attend one site visit coordination meeting at the building site.
- Site survey and as-builts review
- Review and respond to plan review comments.
- Provide updated drawings as necessary in respond to plan review comments.

TASK 4 STRUCTURAL ENGINEERING

Consultant shall provide Structural Engineering services. Design of structural systems including:

4.1 Structural Engineering Design

- Review of the existing structure.
- Evaluation and analysis of new HVAC units on existing roof.
- Limited strengthening of existing members directly below units, if required.
- New platform anchorage and design for new units.
- Generator yard CMU walls design:
 - Foundation design and anchorage for permanent generator.
 - 8 ft tall CMU enclosure.

4.2 Structural Engineering Design Development Deliverables

- Foundation and framing plans and sections fully defined
- Preliminary structural design calculations for typical elements
- Framing layout drawings
- Typical detail sheets
- Identify pre-engineered structural elements (trusses, walls, etc.)

TASK 5 MECHANICAL/PLUMBING ENGINEERING

Consultant shall provide Mechanical/Plumbing Engineering services. Design of mechanical systems including:

5.1 Fire Protection Systems

- Sprinkler zone designations.
- Add/relocate/remove sprinkler devices as needed to accommodate the proposed plan.
- This scope assumes adequate water supply and pressure are available to the site. If not, additional services will be required.
- Detailed fire protection drawings and hydraulic calculations.

5.2 Plumbing Systems

- Plumbed connections at each lab sink and eyewash location shown on the plan.
- Tempered water to safety showers and eyewashes shown on the plan.
- Plumbed connections for restroom, pantry, and service fixtures shown on the plan.
- House deionized water system, plumbed to all lab sinks shown on plan. Assume LXT piping or similar equivalent.
- Soft Water – Will be sized to provide softened solely for the RO/DI System.
- Reverse Osmosis Water - Type II – 1.0 Electrical conductivity, 1.0 min Electrical Resistivity, Type B – Microbiological contamination, A maximum heterotrophic bacteria count of 10/100 ml, A endotoxin level of 0.25 mlb will be achieved through the Pure Water loop.
- Dilution tanks as required per code.
- Acid Waste and Vent connection: Main size will be a 4” collecting drainage generated from pure water faucets. Acid Vent system will be separate from the sanitary vent system.
- Piping: Above and underground CPVC Chemical Waste Pipe Solvent Welded conforming to ASTM F493.
- Plumbing design will be based on fixture counts and safety shower/eyewash station locations provided by others.
- Domestic hot and cold water.
- Sanitary drainage and venting.

5.3 HVAC Systems

- HVAC units, sized to provide a minimum of 6 ACH, with a minimum exhaust rate of 1 cfm/ft², and maintain temperature 24/7 between 68-72 degrees F in lab areas.
- HVAC systems will be provided with unitary, direct digital controls integration with hood control. The building will have a BMS (building management system) for building HVAC, hood exhaust, RO water systems for their control and monitoring/alarm.
- Supply and return distribution ductwork in lab areas, dampers, and air outlets and inlets.
- Individual temperature control zone in each lab suite.
- Product-conveying exhaust fans, stainless steel ductwork, and make-up air, at fume hood locations as shown on the plan.
- Environmental exhaust fan at Chemical Waste room.
- Environmental exhaust fans at restrooms, janitor closets, and as required by code.

5.4 Piping Systems

- Gas Service Connection and Pressure: Existing Natural Gas header and Natural Gas meters to be re-used, located on the South side rear of the building. Existing gas service 0.5 psig / 8" WC.
- Natural gas will tie into the existing system.
- A new earthquake valve will be provided for the natural gas system.

5.5 Mechanical and Plumbing Design Development Deliverables

- HVAC plans showing supply and return air and thermostat locations
- HVAC equipment schedule including approximate load, weight, and power requirements
- Plumbing equipment and fixture schedule
- Updated mechanical room layouts
- Ductwork single line layout
- Piping layout
- Standard details
- Updated HVAC load calculations, plumbing fixture count, and utility load calculations

TASK 6 ELECTRICAL/ FIRE ALARM ENGINEERING

Consultant shall provide Electrical and Fire Alarm Engineering services. Design of Electrical systems including:

6.1 Electrical Engineering

- Power distribution, and grounding.
- Interior lighting and controls.
- Site Lighting and Parking Lot lighting improvements.
- Cable tray and/or horizontal raceway to allow routing of low voltage systems wiring.
- Emergency power distribution including engine/generator set, fuel system, exhaust and intake ventilation, and automatic transfer switch.
- Main building power system upsize design.
- EV charging system design.

6.2 Fire Alarm

- Add/relocate/remove fire alarm devices as needed to accommodate the proposed plan.
- Provide duct smoke detectors and fire alarm systems, including speakers, strobes, smoke detectors, annunciators, and control panels, as required by code.

- Full fire alarm system drawings will be a deferred approval prepared by a licensed fire alarm contractor and submitted to the authority having jurisdiction or local building safety plan check review agency.

6.3 Electrical Engineering Design Development Deliverables

- Updated Electrical load calculations and summaries (normal and emergency)
- Un-circuited lighting layouts
- Un-circuited power plans
- Updated electrical/electronic room layouts
- Fire alarm, communications telephone LAN device layouts
- Completed single line diagram with feeder lengths
- Lighting protection plan and grounding
- Electrical equipment schedule with approximate loads, weights and power requirements
- Panel and loading schedules coordinated with electrical distribution panel sizes and locations
- Standard electrical details
- Location of building intrusion detection devices and keyless entry devices
- Criteria for design-build fire alarm systems
- Future Electric vehicle charging stations

TASK 7 LOW VOLTAGE/ TECHNOLOGY ENGINEERING

Consultant shall provide Low Voltage and Technology Engineering services. Design of Technology systems including:

7.1 Information Technology

- Telecommunications structured cabling system: Voice, data and WIFI passive infrastructure.
- Telecom room infrastructure.
- Telecommunications structured cabling system: Voice, data and WIFI passive infrastructure.
- Computer room infrastructure.
- Telephony systems.
- Provide fiber and copper connections from existing telecom room to the new telecom room.
- Meet with owner IT for any standards.
- Coordinate with architect, MEP and structural for locations, mounting details, power, HVAC, etc.

7.2 Security Management Systems

- Access control system.

7.3 AV Systems

- Display devices, AV source equipment, and system controls for the following rooms:
 - Training / Open Collaboration Rm
 - Two (2) Conference Rms
 - Basic AV system for two conference rooms including monitor/projector with HDMI and data/telephone outlets connection only. Overhead paging system.
 - Training room AV system including 2 large TVs, speakers and projector.

TASK 8 SCHEMATIC DESIGN, DESIGN DEVELOPMENT, AND CONSTRUCTION DOCUMENTS

8.1 General

The remaining Schematic Design Phase, Design Development and Phase shall be concurrent with Construction Documents Phase.

During the Schematic Design Phase, the Consultant shall participate in design reviews of the Schematic Design documents and related schematic cost estimate with the City. Based on approved Schematic Design documents prepared by the Consultant and City's written authorization to proceed, the Consultant shall provide the Design Development documents and Construction Documents.

Based on the accepted Schematic Design documents and City's written approval to proceed, Consultant shall prepare Design Development documents consisting of drawings and other documents including to fix and describe the function, size and character of the entire Project including selection of materials, type of structure, mechanical and electrical systems, performance data, etc. to deliver the complete project to Certificate of Occupancy.

Based on approved Design Development documents, and on City's written approval to proceed, Consultant shall manage and oversee all architectural and engineering disciplines, sub-consultants for the preparation of Construction Bid Documents by advancing all Design Development deliverables, for the Project required to obtain prime contractors' construction bids, building and regulatory permits, and for use in constructing the Project. Construction Documents shall include, but are not limited to, Building Division submittal, Demolition plans, General and Special Conditions, Relevant Permit Documents, Standard Plans and Specifications, Warranty, Guarantee and Commissioning Specifications, Complete Construction Drawings including details, reports, solutions, updated opinions of probable cost and time and final technical specifications for all

Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Technology, Lighting, and Civil. Consultant must process the Construction Documents and Specifications through approving agencies and incorporate all revisions/corrections as necessary to obtain the required approvals from those agencies. Consultant shall participate in technical reviews of the Construction Documents and cost estimates with the City at all completion stages, including but not limited to Schematic Design, Design Development, 50% Construction Documents (60% Review), 90% Construction Documents (90% Review), Final Construction Documents (100% Review), and as needed for addressing plan check corrections.

8.2 Submittal Requirements

The Consultant shall submit Construction Documents for City review as noted in Task 8.1. Submittals shall be electronic AutoCAD, WORD, EXCEL and PDF formats and shall include previous check prints.

The design drawings should be as complete, accurate, and error free as possible prior to submittal. Likewise, for Reports, Special Provisions, Cost Estimates, etc.

The Consultant shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings subsequent to the completion of the plan checking process.

Reports, Plans, Specifications, and Estimate shall be in English units and must conform to Federal, City, and County standards, regulations, policies, procedures, manuals, and practices. The Consultant shall provide clear, concise, and complete plans, specifications and cost estimates. The Consultant shall include other details that are of benefit to and/or requested by the City, such as details of improvements to be constructed, reconstructed, or relocated, consisting of driveways, location of landscaped areas, fences, etc.

Consultant shall include other details that are of benefit to and/or requested by the City, such as details of improvements to be constructed, reconstructed, or relocated, consisting of driveways, locations of landscaped areas, fences, etc.

8.3 Specifications

The City shall prepare the main body of the specifications (boiler plate); specifications expected from the Consultant shall be limited to Building Special Provisions (CSI Master Format Specifications) and Civil Special Provisions beyond the City's boiler plate sections, details, cut sheets and written specifications beyond those provided in the Green Book. Draft specifications shall be provided with plan submittals.

8.4 Construction Documents

Consultant shall complete the construction documents and specifications for all Tasks in sufficient detail for the project to be priced and constructed. Construction documents will include the following:

- Site Plan: Incorporate the site plan noting location of existing buildings, parking and exterior elements.
- Life Safety Plan: Incorporate a life safety plan showing paths of egress and occupancy load calculations.
- Accessibility Plans: Incorporate an accessibility plan noting location of accessible paths of travel, accessible parking and accessible restrooms.
- Floor Plans: Indicate location and construction specifications of all partitions, doors, frames and hardware, glass partitions, and millwork.
- Reflected Ceiling Plans: Show the location of the various types of ceilings and of all standard and special light fixtures, power feeds, switches and related elements.
- Power and Signal Location Plans: Show the location of all power, telephone, and data communications outlets.
- Finish Plans: Describe the location and specification of all proposed paint, carpeting, floor coverings, fabrics, and other special finishes including transitions.
- Elevations: Develop elevations that will describe the key spaces in the project. Key the elevations to the details necessary to complete the construction.
- Details: Add sufficient details to the project to help describe the intent of the design.
- Furniture, Casework + Fixtures: Prepare location drawings showing approximate size and footprint of proposed furnishings, lab casework, fixtures and shelving, for the purposes of plan layout only.
- Signage: Show placeholders for proposed locations of code required signage.
- Equipment: Based on an equipment list provided, we shall prepare location drawings showing approximate size, footprint and MEP connections for proposed equipment.
- Provide CAD and/or Revit backgrounds to the Consultants selected by you with a level of description (LOD) of 300.

8.5 Construction Document Deliverables

- Complete preliminary site layout. This work shall consist of the following:
 - Basic Architectural plans, including overall site plan and preliminary exterior elevations.
 - Preliminary cost estimate, broken down by major construction category.
- Design Development (50%) site and facility design, including:
 - 50% architectural and engineering plan set, including site plans, floor plans, roofing plans, civil, mechanical and electrical plans, parking and circulation plans, plans showing locations of landscaped areas, lighting plans, signage plans, furniture/fixtures/equipment (FFE) list and layouts, interior and exterior elevations

and renderings, detailed sequencing plan, and options for colors, materials, textures, and finishes.

- 50% cost estimate, broken down by trade.
- 50% constructability review.
- 50% Construction Documents (60%) site and facility design, including:
 - 90% architectural and engineering plan set, including site plans, floor plans, roofing plans, civil, mechanical and electrical plans, parking and circulation plans, plans showing locations of landscaped areas, lighting plans, signage plans, furniture/fixtures/equipment (FFE) list and layouts, interior and exterior elevations and renderings, and detailed sequencing plan.
 - 90% technical specifications.
 - 90% cost estimate, broken down by trade.
 - 90% constructability review.
 - Presentation of the 90% site and facility design to the City Team for review purposes.
- 90% Construction Documents (90%) site and facility design, including:
 - 90% architectural and engineering plan set, including site plans, floor plans, roofing plans, civil, mechanical and electrical plans, parking and circulation plans, plans showing locations of landscaped areas, lighting plans, signage plans, furniture/fixtures/equipment (FFE) list and layouts, interior and exterior elevations and renderings, and detailed sequencing plan.
 - 90% technical specifications.
 - 90% cost estimate, broken down by trade.
 - 90% constructability review.
 - Presentation of the 90% site and facility design to the City Team for review purposes.
- Final Construction Documents (100%) site and facility design, including:
 - 100% complete architectural and engineering plan set.
 - 100% FFE List and Layouts.
 - 100% technical specifications.
 - 100% cost estimate, broken down by trade.

8.6 Plan Check

Assumes City of Lancaster shall apply for the permit prior to December 31, 2022 to ensure the future plan check submittal can fall under the current 2019 code cycle.

During the plan check phase, Consultant shall provide Architectural, Structural, and MEP/FP plan check documents to the City of Lancaster Building and Safety Department in order to secure the necessary approvals for construction. Consultant shall prepare and submit plan check documents for other disciplines, other trades, clearances, other City Departments, and all outside agencies as may be required.

The plan check submittal fees levied by the governing authorities at the time of submittal shall be paid by the City. The permit fees levied by the governing authorities for permit issuance will be paid by others.

8.7 Plan Check Deliverables

- Review and respond to plan review comments.
- Coordinate all scopes of work for review and comment.
- Attend meetings as needed to address plan check comments
- Provide updated drawings as necessary in respond to plan review comments.

TASK 9 COST ESTIMATING

The Consultant shall compile and prepare the Cost Estimate based on all biddable construction items identified in the Construction Documents 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. Quantities and costs shall be updated and in agreement with each plan submittal.

TASK 10 DESIGN REVISIONS/SCOPE CHANGE CONTINGENCY

Consultant shall provide revisions to design plans, specifications, and cost estimates as needed due to any design revisions deviating from approved schematic design and scope of work proposed.

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, topographic survey, landscape design, irrigation, 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.

SCHEDULE

Milestone tasks and schedule are included herein. The schedule is a critical timeline that must be adhered to, therefore, all the following tasks must be completed on or before the due dates listed.

Milestone	Schedule Completed By
Notice to Proceed	12/16/2022
Remaining Site Plan/Schematic Design (SD), Design Development (DD), and 50% Construction Documents (CD)	1/31/2023
90% Construction Documents (CD)	3/28/2023
Final Construction Documents (100%)	4/21/2023
Advertise/Bid Opening	5/2023-6/2023
Construction	Summer/Fall 2023

City review periods, as noted in Scope of Services, are included in this schedule; no additional time will be awarded for allowable time with City.

With execution of the agreement, the Consultant acknowledges understanding and awareness of the schedule. No price adjustments will be permitted for acceleration.

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 \$ 739,770.00. 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 December 16, 2022 following issuance of Notice to Proceed. It is anticipated that performance of the work will be completed by April 21, 2023. In no event shall performance of the work be completed later than May 5, 2023 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.

Brian Spence, Principal
BAM Creative

EXHIBIT B: PAYMENT AND FEES*

TASK NO.	DESCRIPTION	PRICE
1.	PROJECT MANAGEMENT	<u>\$33,000.00</u>
2.	ARCHITECTURAL DESIGN	<u>\$160,325.00</u>
3.	CIVIL ENGINEERING	<u>\$95,810.00</u>
4.	STRUCTURAL ENGINEERING	<u>\$16,545.00</u>
5.	MECHANICAL/PLUMBING ENGINEERING	<u>\$100,490.00</u>
6.	ELECTRICAL/FIRE ALARM ENGINEERING	<u>\$86,485.00</u>
7.	LOW VOLTAGE/TECHNOLOGY ENGINEERING	<u>\$13,915.00</u>
8.	CONSTRUCTION DOCUMENTS	<u>\$26,000.00</u>
9.	COST ESTIMATING	<u>\$86,875.00</u>
10.	DESIGN REVISIONS/SCOPE CHANGE CONTINGENCY	<u>\$53,075.00</u>
	REIMBURSEABLES	<u>\$67,250.00</u>
TOTAL COST*		<u>\$739,770.00</u>
TIME AND MATERIALS NOT TO EXCEED		<u>\$739,770.00</u>

TOTAL COST AMOUNT WRITTEN IN WORDS

Seven Hundred Thirty-Nine Thousand Seven Hundred Seventy Dollars

* This is a Time and Materials not to exceed contract to provide services as described in Exhibit A, complete. Additional hours and associated costs will only be considered for change in scope and must be authorized in writing prior to expenditure.

Hourly Rates

The following is a list of the proposed project team and the respective hourly rates charged for their services. Rates are subject to adjustment annually on January 1st, not to exceed annual CPI increase.

Title	Hourly Rate
Principal	\$355
Project Director	\$295 - \$345
Project Manager	\$235 - \$285
Job Captain	\$175 - \$225
Designer	\$115 - \$165
Project Administrator	\$115
Design Intern	\$95

Compensation

Fees for Basic Services are proposed on an HOURLY FEE basis for the Additional Services, unless otherwise noted. Fees are based upon historic knowledge of similar projects, the project size, scope and schedule, and include design services and preparation of instruments of. Fees listed are not-to-exceed without prior authorization. Under circumstances where information previously unknown to us is gained or changes are made by City, Consultant will seek pre-approvals in writing before proceeding with add services. Permit and plan check submittal fees are **not** included.