

CONTRACT NUMBER 14-001-B39

AGREEMENT BETWEEN THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS AND DYETT AND BHATIA

THIS AGREEMENT, made and entered into, by and between the Southern California Association of Governments, hereinafter referred to as "SCAG", and Dyett and Bhatia, hereinafter referred to as "Consultant," and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, SCAG is a Joint Powers Agency and a federally designated Metropolitan Planning Organization for Southern California. SCAG is primarily responsible for developing the regional transportation plan and transportation improvement program for the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial;

WHEREAS, pursuant to its annual Overall Work Program (OWP), SCAG will be engaged in many activities and projects that will require certain technical, professional, or support services from time to time;

WHEREAS, all obligations of SCAG under this Agreement are subject to the availability of Federal and State funds and enactment of the State of California ("State") Budget Act. Thus, no payments may be made under this Agreement prior to the passage of the State Budget Act for any Fiscal Year;

WHEREAS, partial funds provided under this Agreement have been allocated pursuant to the State Transportation Development Act (TDA) for the purpose of transportation planning, *Cal. Util. Code Section 99233.2(b)(2)*;

WHEREAS, SCAG's Fiscal Year is from July 1 through June 30;

WHEREAS, SCAG seeks to retain the services of Consultant to provide professional services to the City of Palmdale to conduct an analysis that will determine the feasibility of developing the Avenue Q Corridor as a Transit Oriented Development (TOD), mixed use development corridor ("Project"). This Project is part of the SCAG Sustainability Program; and,

WHEREAS, Consultant agrees to perform the services required by SCAG on the terms and conditions set forth below.

TERMS OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Agreement Contents

This Agreement is comprised of these terms and conditions and any attached exhibits. Such terms and conditions are subject to change in the event requirements are changed by SCAG's funding agencies. The Recitals to this Agreement are also incorporated herein by this reference.

2. Scope of Work

Consultant shall be responsible for the complete performance of the tasks described in the "Scope of Work," Exhibit A, attached hereto and incorporated herein by this reference.

3. Term

- a. The Term of this Agreement shall begin on the Effective Date of the Agreement and continue until **September 30, 2015**, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein.
- b. Services performed under this Agreement shall commence only upon issuance by SCAG to Consultant of a Notice to Proceed.
- c. Consultant services and reimbursements beyond June 30th of each Fiscal Year are subject to the inclusion and funding agency approval of this project in the OWP for each Fiscal Year. Therefore, on June 30th of each Fiscal Year, the Consultant must suspend all work under this Agreement until an amendment allowing the work to continue has been fully executed by the Parties. In the event this project is not approved in the OWP for each Fiscal Year this Agreement shall terminate effective June 30th of the Fiscal Year funding was provided, as specified in the "Contract Funding/Expenditure Summary," Exhibit D, attached hereto and incorporated herein by this reference.
- d. Time is of the essence in the performance of services under this Agreement.

4. Schedule and Staffing

- a. Consultant shall be responsible to SCAG for performing all services described in the Scope of Work in a timely manner as set forth in the "Schedule," Exhibit B, attached hereto and incorporated herein by this reference.
- b. Services described in the Scope of Work shall be performed by Consultant's staff, subcontractors or other members of the project team, hereinafter referred to as "Subconsultant(s)," listed in the "Line Item Budget," Exhibit C, attached hereto and incorporated by this reference. **There shall be no change in the designation of Consultant staff, Subconsultant(s), or any other information as identified in the Line Item Budget without the prior written approval of the SCAG Chief Financial Officer.** No portion of the work included in this Agreement shall be subcontracted, except as provided herein, without the prior, written authorization of the SCAG Chief Financial Officer.

5. Compensation

- a. The maximum amount payable under this Agreement, including all expenses, shall not exceed **\$97,606**, subject to Sections 3 (Term) and 6 (Funding Requirements) of this Agreement.
- b. This is an Actual Cost-Plus-Fixed Fee Agreement. Consultant shall be paid the applicable rate(s) in effect at the time the expense is actually incurred.
- c. For services rendered, Consultant shall receive funding in accordance with the "Contract

Funding/Expenditure Summary,” Exhibit D, and services shall be invoiced in accordance with the “Line Item Budget,” Exhibit C.

- d. Invoices for payment shall refer to the Project Number(s) as specified in the “Contract Funding/Expenditure Summary,” Exhibit D.

6. Funding Requirements

- a. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of funds for the total value of this Agreement, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- b. SCAG reserves the option to terminate this Agreement or to amend this Agreement to reflect any reduction in funds.

7. Project Manager

- a. Consultant shall coordinate all work pursuant to this Agreement with SCAG through the Project Manager. For purposes of this Agreement, SCAG designates the following Project Manager:

Steve Fox
SCAG Project Manager
(213) 236-1855 or fox@scag.ca.gov

SCAG reserves the right to change the above designation upon written notice to Consultant. The SCAG Project Manager shall review progress reports, approve invoices and determine whether the Consultant’s performance under the Scope of Work has been satisfactorily completed.

- b. The Consultant designates the following Consultant Project Manager:

Martha Miller
Consultant Project Manager
415 956 4300 Ext.16 or martha@dyyettandbhatia.com

The Consultant shall not change the designation of the Consultant Project Manager without the prior written approval of the SCAG Project Manager.

8. Assignment and Change in Ownership or Control

- a. Consultant shall not assign any interest in this Agreement, and shall not transfer the same, without written notification to and the prior written consent of SCAG in a form approved by the SCAG Chief Financial Officer.
- b. In the event of any change in ownership or control of Consultant’s firm or Subconsultant’s firm, Consultant shall provide written notification to SCAG and SCAG shall determine the impact on this Agreement, if any, of such change, and provide its response to Consultant

within thirty (30) days from the date notification is received by SCAG.

9. Agreement Changes

- a. No alteration or deviation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties.
- b. SCAG may request, at any time, amendments to this Agreement and will notify the Consultant regarding such changes. Within ten (10) calendar days from the date of the written notice, Consultant shall notify SCAG of the impact of such changes on the Scope of Work, Schedule and Budget. Upon agreement between the Parties as to the required changes, an amendment to this Agreement shall be prepared regarding the same.

10. Invoicing for Payment

- a. SCAG shall reimburse the Consultant as promptly as its fiscal procedures permit, using SCAG's ACH Vendor Payment Authorization Form (available at: scag.ca.gov/opportunities/Pages/BusinessWithSCAG.aspx), upon receipt of itemized invoices submitted in accordance with this Agreement. The Consultant shall complete the ACH Form and email it to ACHpayment@scag.ca.gov, prior to executing the contract. Such reimbursements shall be based upon actual eligible costs incurred by the Consultant consistent with the Scope of Work, Schedule, and Line Item Budget.
- b. In the event Consultant performs work after the Notice to Proceed but before the State Budget is approved, Consultant agrees that SCAG shall have no obligation to make payment for such work until after the State Budget is approved. No interest or other penalty shall be paid by SCAG.
- c. Invoices for payment shall be submitted monthly. All Invoices shall be accompanied by one (1) original of the written, narrative Progress Reports. The Progress Reports shall describe the percentage and status of work completed, as identified in the Scope of Work, technical papers, draft documentation, and any completed products. The purpose of the Progress Reports is to allow SCAG to determine if the Consultant is completing the activities identified in the Scope of Work, in accordance with the agreed upon Schedule, and to provide opportunity to describe difficulties or special problems encountered so solutions can be developed.
- d. Invoices for payment shall be submitted by the last day of each month ("Invoice Due Date"). Invoices not received by SCAG within thirty (30) calendar days of the Invoice Due Date may be assessed a \$1,000 penalty per invoice, which shall be deducted by SCAG in the payment of the invoice.
- e. Invoices for payment for services rendered prior to June 30th of each Fiscal Year, in which the funding was provided, as specified in the "Contract Funding/Expenditure Summary," Exhibit D, must be received by SCAG on or before July 21 of each fiscal year. SCAG shall not be obligated for payment of invoices received after such date. The format and content of all such invoices shall comply with Sections 11 (Invoicing Format and Content) and 33 (Cost Principles) of this Agreement.

- f. **Prompt Payment to Subconsultants:** A Consultant or Subconsultant shall pay any sub-tier consultant for satisfactorily completed work no later than ten (10) days of receipt of each payment from SCAG. The ten (10) calendar days period is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with SCAG's prior written approval. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Consultant or Subconsultant in the event of a dispute involving late payment or nonpayment by the Consultant, deficient subconsultant performance, and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

11. Invoicing Format and Content

- a. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB).
- b. The invoice shall be entitled "Invoice" or otherwise clearly identify that the document is an Invoice, and shall contain the following information:
 - (1) SCAG's "Bill To" information as stated in the above paragraph "a." of this section;
 - (2) Invoice number and/or billing number specified by Consultant. The invoice number must be unique for each invoice submitted;
 - (3) Invoice date;
 - (4) Billing period specified with beginning and ending dates. The beginning date must not be sooner than the Notice to Proceed date of the Agreement, or within any previous billing dates;
 - (5) Total amount due for the billing period;
 - (6) Contract Number, Purchase Order Number, Project/Task Number, and Vendor Number (as identified in Exhibit D or Notice to Proceed letter)
 - (7) Total Contract Value (as identified in Exhibit D); and
 - (8) SCAG Project Manager.
- c. All invoices shall be in the same format as the Line Item Budget, Exhibit C. Specific budget category detail is given below:
 - (1) **Direct Labor and Fringe Benefits:** All direct labor charges shall include the class of employee, rate per hour and number of hours.
 - (2) **Consultant and any Subconsultant(s) charges:** All Consultant invoices shall identify the name and address of the Consultant and any Subconsultant(s), the percentage of work completed as categorized in the Line Item Budget, the reimbursement rate, the total amount billed, and the date and amount paid by the Consultant.
 - (3) **Indirect Costs:** The basis for billing and billing rate shall be specified.
 - (4) **Direct Costs:** All direct costs billed must be specifically identified and supported with original receipts, invoices or statements. Any travel and subsistence costs must be reasonable and are limited to those rates paid to non-represented/excluded State employees under California's State Department of Personnel Administration rules,

subject to changes posted at: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>. SCAG does not pay for the consultant's travel time. Any direct costs not specifically identified in Exhibit C, Line Item Budget, shall not be reimbursed.

- (5) Fixed Fee: The amount of Fixed Fee billed should be equal to the proportion of the Consultant work completed consistent with the Progress Report attached to each invoice, and in accordance with the Line Item Budget, Exhibit C.
- (6) Documentation: All costs charged to this Agreement by the Consultant shall be supported by the following documentation: time record including full timesheets or time cards (must account for the total activity for which each employee is compensated not just SCAG time), invoices and receipts evidencing in proper detail the nature of other charges, and any other documentation requested by SCAG. These costs shall be costs reasonable, allocable and allowable under Cost Principles cited in Section 33 of this Agreement.

12. Agreement Completion Retainer

No retainage will be held by SCAG from progress payments due to Consultant. Consultant and Subconsultant are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with SCAG's prior written approval. Any violation of these provisions shall subject the violating Consultant or Subconsultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code, if applicable. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or Subconsultant in the event of a dispute involving late payment or nonpayment by the Consultant, deficient Subconsultant performance, and/or noncompliance by a Subconsultant. This clause applies to both DBE and non-DBE Subconsultants.

13. Satisfactory Performance

Payment for services under this Agreement is contingent upon SCAG's determination that the performance of the Consultant has been satisfactory, in accordance with the Scope of Work and Section 40 (Standard of Care).

14. Penalty

- a. A ten percent (10%) penalty shall be imposed for each thirty (30) day calendar period beyond the Agreement completion date, as specified in Section 3 (Term) of this Agreement, if the complete product, as described in the Scope of Work, is not received and approved by SCAG by the completion date. Such penalty shall be based on the total value of the Agreement, and shall not be imposed if the delay is caused by SCAG.
- b. Notwithstanding the above paragraph, the Consultant may request an extension in writing, outlining the reasons for the delay and the new expected completion date. All such requests shall be submitted to the SCAG Chief Financial Officer, and if approved, shall require a written amendment to this Agreement fully executed by the Parties.

15. Quarterly Progress Reports

- a. The Consultant shall submit a Quarterly Progress Report to the SCAG Project Manager no later than five (5) days after the close of each quarter (i.e., for the first quarter, ending September 30, the deadline is October 5), describing progress toward completion of all tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the Project Number(s) as specified in the "Contract Funding/Expenditure Summary," Exhibit D. In the submittal of Quarterly Progress Reports, the Consultant shall include three (3), double-sided copies of all completed products, in a form determined by the SCAG Project Manager.
- b. SCAG reserves the right to deem incomplete any Quarterly Progress Report that does not sufficiently document the above-required information and may withhold payment of invoices submitted pending the submission of required documentation by the Consultant.
- c. The Consultant Project Manager shall meet with the SCAG Project Manager, as needed to discuss work progress.

16. Inspection of Work

The Consultant and any Subconsultants shall permit SCAG and any designee of SCAG the opportunity to review and inspect the Project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

17. Written and Electronic Versions of Work Products and Related Work Materials

- a. For purposes of this Agreement, "Work Products" shall mean any deliverables, including reports, studies, modeling output, newsletters or any other written or electronic materials provided pursuant to the Scope of Work.
- b. For purposes of this Agreement, "Related Work Materials" shall mean all materials obtained, created by or provided to Consultant pursuant to this Agreement. Such materials shall include but are not limited to ideas, notes, written documents, memoranda specifications, plans, procedures, drawing descriptions, computer program data, input record data, databases, software, and source codes. Related Work Materials shall include "Intellectual Property," including but not limited to copyrights, test data, trade secrets, and confidential information.
- c. During or upon completion of the Scope of Work, Consultant shall deliver to the SCAG Project Manager all Work Products and Related Work Materials. Such materials shall be provided in both hard copy and electronic PDF format as follows:
 - (1) Three (3) double-sided hard copies unless otherwise specified;
 - (2) Two (2) electronic PDF copies on CD-ROM, or other medium pre-approved in writing by the SCAG Project Manager;
 - (3) Two (2) electronic copies of all software (including source code, User's Manual and full documentation in printed and electronic form), databases, and web materials;
 - (4) Two (2) double-sided hard copies and two (2) electronic copies of all material prepared

- for and used in presentations, including overhead, power point and hard copy presentations;
- (5) Copies of all photographs taken at meetings, conferences, or project sites in conjunction with the work performed pursuant to this Agreement. High-resolution tiff or jpeg files from digital cameras are preferred. Files may be sent on ZIP disk or CD-ROM. Traditional photographic prints are also acceptable; and,
 - (6) Other Related Work Materials, as requested by the SCAG Project Manager.
- d. The electronic versions of all written materials and accompanying graphic images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions. Similarly, any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version in the same places in which they appear in the hard copy version.
 - e. Consultant shall apply reasonable quality assurance procedures in the development of software, and shall test all software prior to delivery to SCAG. Consultant shall provide to SCAG documentation of quality assurance procedures applied, and a complete record of the software testing performed.
 - f. All written Work Products produced under this Agreement shall contain the following disclaimer in a separate section preceding the main body of the document:

“This is a project for the City of Palmdale with funding provided by the Southern California Association of Governments (SCAG) Sustainability Program. The Sustainability Program is a key SCAG initiative for implementing the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), combining Compass Blueprint assistance for integrated land use and transportation planning with new Green Region Initiative assistance aimed at local sustainability and Active Transportation assistance for bicycle and pedestrian planning efforts. Sustainability Projects are intended to provide SCAG-member jurisdictions the resources to implement regional policies at the local level, focusing on voluntary efforts that will meet local needs and contribute to implementing the RTP/SCS, reducing greenhouse gas (GHG) emissions, and providing the range of local and regional benefits outlined in the RTP/SCS.

The preparation of this report has been financed in part through grant(s) from the Federal Transit Administration (FTA) through the U.S. Department of Transportation (DOT) in accordance with the provisions under the Metropolitan Planning Program as set forth in Section 104(f) of Title 23 of the U.S. Code.

The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of SCAG, DOT or the State of California. This report does not constitute a standard, specification or regulation. SCAG shall not be responsible for the City's future use or adaptation of the report.”

18. Ownership, Confidentiality, and Use of Work Products

- a. All Work Products and Related Work Materials including Intellectual Property, as defined in Section 17, Subsections a and b (Written and Electronic Versions of Work Products and

Related Work Materials), respectively, of this Agreement, shall become the property of SCAG, and all publication rights are reserved to SCAG. The Consultant shall not copyright Work Products or Related Work Materials.

- b. Related Work Materials including Intellectual Property obtained by Consultant pursuant to a third party agreement and related to the services provided by Consultant pursuant to this Agreement, shall become the property of SCAG.
- c. Consultant shall cooperate in the execution of all documents necessary to protect SCAG's rights to such materials. Consultant shall notify SCAG in writing of all Intellectual Property developed or conceived in the course of its performance under this Agreement.
- d. Consultant shall assign and does hereby assign to SCAG all rights, title and interest to Intellectual Property conceived or developed by Consultant in the course of Consultant work pursuant to this Agreement. Consultant shall cooperate in the execution of all documents necessary to protect SCAG's rights to the Intellectual Property.
- e. Subject to the California Public Records Act, all Work Products and Related Work Materials including Intellectual Property shall be held confidential by Consultant. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.
- f. The Consultant shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use Work Products and Related Work Materials for purposes other than the performance of the Scope of Work, nor authorize others to do so, without prior written permission of SCAG Legal Counsel; nor shall such materials be disclosed to any person or entity not connected with the performance of the work. Consultant shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the Consultant treats its confidential information, but in no case less than reasonable care.
- g. Upon termination of this Agreement or when requested to do so by SCAG, Consultant shall erase all copies of Work Products and Related Work Materials from its computers.
- h. All equipment, including, but not limited to, computer hardware, printing and duplication equipment, multimedia equipment, software tools and programs, and upgrade packages to existing equipment, procured in whole or part by funds provided under this Agreement, are the property of SCAG. SCAG shall determine the disposition of all such property upon completion or termination of this Agreement.
- i. SCAG may utilize any Work Products or Related Work Materials provided by Consultant pursuant to this Agreement, in any manner which SCAG deems appropriate without additional compensation to Consultant.

19. Termination

- a. Termination Resulting from Lack of Approval in the OWP

In the event that the work provided for under this Agreement is not approved in the next OWP, the subsequent OWP, or OWP Amendments, this Agreement, as provided in Section 3 (Term), is deemed to be terminated effective June 30th of the applicable Fiscal Year.

b. Termination for Convenience of SCAG

SCAG may terminate this Agreement at any time by giving notice to the Consultant of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination.

In such event, all finished or unfinished documents and other materials as described in this Agreement, at the option of SCAG, become SCAG's property. If this Agreement is terminated by SCAG, as provided herein, SCAG's only obligation shall be the payment of fees and expenses incurred prior to the termination date, in accordance with the cost provisions of this Agreement.

c. Termination for Cause

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant violates any of the covenants, terms, or stipulations of this Agreement, SCAG shall thereupon have the right to terminate the Agreement by giving not less than ten (10) working days written notice to the Consultant of the intent to terminate and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Consultant under this Agreement shall, at the option of SCAG, become SCAG's property.

20. Compliance with Laws, Rules, and Regulations

Consultant shall perform all services under this Agreement in accordance and in full compliance with all applicable Federal, State and local statutes, rules, regulations, and policies and procedures and shall secure and maintain all licenses or permits required by law.

21. Independent Contractor

The Consultant agrees to provide the services set forth in this Agreement in the capacity of an independent contractor and neither the Consultant nor any of its employees or agents shall be considered to be an employee or agent of SCAG.

22. Conflict of Interest

- a. Consultant and any of its sub-consultants (regardless of the sub-tier) agrees to abide by the SCAG Conflict of Interest Policy as it applies to "consultants," as defined under the SCAG Conflict of Interest Policy, posted at: http://scag.ca.gov/business/downloads/COI_policy.pdf.
- b. Consultant further agrees that during the term of this Agreement, it shall not accept employment from any other person, firm or corporation where such is a conflict of interest or where it is likely to lead to a conflict of interest between SCAG's interest and the interest of such person, firm or corporation or any other third party.

23. Contingency Fees or other Unlawful Consideration

- a. The Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, SCAG has the right in its sole discretion to terminate this Agreement with its only obligation to pay for the value of the work actually performed, or to deduct from the Agreement price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.
- b. The Consultant further warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any SCAG employee. For breach or violation of this warranty, SCAG shall have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of work performed, or to deduct from the Agreement price or otherwise recover the full amount of each rebate, kickback or other unlawful consideration.

24. Release of Information

Consultant shall not release any information to a third party or otherwise publish or utilize any information obtained or produced by it as a result of or in connection with the performance of services under this Agreement without the prior written authorization of the Chief Financial Officer.

25. Disputes

Except as otherwise provided in this Agreement, any dispute arising under this Agreement which is not disposed of by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association.

26. Indemnity

- a. Consultant assumes all risk of injury to its employees, agents and contractors, including loss or damage to property.
- b. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless SCAG, its members, officers, Regional Council Board members, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent caused in whole or in part by any intentional, negligent or wrongful act, error or omission of Consultant, its agents, employees, or subconsultants arising out of the performance of professional services under this Agreement.
- c. For all other services performed by Consultant pursuant to this Agreement, the Consultant shall indemnify, defend and hold harmless SCAG, its members, officers, employees and agents from and against any liability where the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by the

Consultant, its agents, employees or subconsultants.

- d. Consultant shall defend, indemnify, and hold harmless SCAG, its members, officers, Regional Council Board Members, employees and agents against any and all claims against SCAG based upon allegations that Consultant has wrongfully utilized Intellectual Property of others in performing work pursuant to this Agreement or that SCAG has wrongfully used Intellectual Property developed by Consultant pursuant to this Agreement.

27. Non-Discrimination/Equal Employment Opportunity

- a. Consultant shall not, during the performance of this Agreement or in selection or retention of Subconsultants, including procurement of materials and leases of equipment, unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, or denial of pregnancy disability leave.

Consultant shall ensure, and shall require that its Subconsultant(s) ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Consultant shall comply and ensure that its Subconsultant(s) comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Consultant and its Subconsultant(s) shall give written notice of its obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

- b. The Consultant and its Subconsultant(s) shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the regulations relative to Title VI, (nondiscrimination in federally-assisted programs of the United States Department of Transportation (DOT), 49 C.F.R Part 21 and 23 C.F.R. Part 200; hereinafter referred to as "DOT regulations,") and 49 C.F.R Part 26, which are herein incorporated by reference and made a part of this Agreement. Wherever the term "Contractor" appears therein, it shall mean Consultant.
- c. Consultant shall permit and shall require its Subconsultant(s) to permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this Section.
- d. Solicitations for Subconsultant(s), Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the DOT regulations relative to

nondiscrimination.

- e. **Sanctions for Noncompliance:** Failure by the Consultant to carry out the requirements above is a material breach of this Agreement, which may result in sanctions as SCAG may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or
 - (2) Cancellation, termination or suspension of the Agreement, in whole or in part.
- f. **Incorporation of Provisions:** Any subcontract entered into as a result of this Agreement shall contain all of the provisions of “a” through “e” of this section. The Consultant shall take such action with respect to any subcontract or procurement as SCAG may direct as a means of enforcing such provisions including sanctions for noncompliance.

28. Disadvantaged Business Enterprise (DBE)

- a. The Consultant and its Subconsultant(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of State or DOT-assisted contracts or in the administration of SCAG’s DBE Program. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as SCAG deems appropriate.
- b. It is the policy of SCAG, Caltrans, and DOT, that the Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in DOT-assisted contracts. Consultant and its Subconsultants shall comply with the requirements of 49 CFR Part 26 and with SCAG’s DBE Program, as amended.
- c. A “Consultant Contract DBE Information” form is attached hereto and incorporated herein by this reference as Exhibit E. Even if no DBE participation will be reported, the Consultant shall complete and sign such form at the time this Agreement is executed.

29. Records Retention and Audits

- a. The Consultant and its Subconsultant(s) shall maintain all source documents, books, and records connected with their performance of this Agreement for a minimum of four (4) years from the date that SCAG makes final payment to the Consultant or until audit resolution is achieved for each annual OWP Agreement (between SCAG and Caltrans), whichever is later, and all other related, pending matters are closed.
- b. Consultant shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support invoices which segregate and accumulate the costs of the applicable Project Number(s) by line item and produce Quarterly Reports which clearly identify reimbursable costs and other expenditures related to such Project Number(s).
- c. Upon request, at any time during normal business hours and as often as SCAG, State of California Department of Transportation (Caltrans), Bureau of State Audits, or other State and Federal agencies or any duly authorized representative may deem necessary, the Consultant shall make available for examination all of its records with respect to all matters covered by this

Agreement for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, contracts, invoices, payrolls (including time sheets or timecards), personnel records, conditions of employment and other records relating to all matters covered by this Agreement. Such records and access to the facilities and premises of the Consultant shall be made available during the period of performance of this Agreement, and for four (4) years from the date that SCAG makes final payment to the Consultant or until audit resolution is achieved for each annual OWP Agreement (between SCAG and Caltrans), whichever is later, and all other related, pending matters are closed.

- d. The Consultant agrees and shall require that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

30. Federal and State Lobbying Activities Certification

- a. By signing this Agreement, the Consultant certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of SCAG, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.
- c. This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement pursuant to 31 U.S.C. 1352.

31. Certifications and Assurances

- a. Consultant shall adhere to the requirements contained in SCAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SCAG's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in SCAG's OWP. Such requirements shall apply to Consultant to the same extent as SCAG and may include, but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - (2) Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and

- (3) The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).
- b. Consultant shall additionally comply with the requirements contained in the annual FTA “Certifications and Assurances for FTA Assistance,” including “Certifications and Assurances Required of Each Applicant” and the “Lobbying Certification” in compliance with 49 U.S.C. Chapter 53; published annually in SCAG’s OWP. Such assurances shall apply to Consultant to the same extent as SCAG, and include but are not limited to the following areas:
- (1) Standard Assurances
 - (2) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
 - (3) Drug Free Work Place Agreement
 - (4) Intergovernmental Review Assurance
 - (5) Nondiscrimination Assurance
 - (6) DBE Assurance
 - (7) Nondiscrimination on the Basis of Disability
 - (8) Certification and Assurances required by the U.S. Office of Management and Budget
- c. The Consultant shall require its Subconsultant(s) to comply with these Certifications, and agrees to furnish documentation to SCAG to support this requirement that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

32. Contract Award

In accordance with Title 49 CFR 18, Section 18.36 and state law and procedures, all Subconsultant contracts containing funds provided under this Agreement are required to be competitively bid and awarded consistent with Local Program Procedures 00-05 (Pre-award Audit Requirements and Consultant Procurement) or successors thereto.

33. Cost Principles

- a. Consultant agrees to comply with the following:
- (1) the Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., 2 CFR Part 225 (Office of Management and Budget Circular A-87), “Cost Principles for State, Local, and Indian Tribal Governments,” shall be used to determine the allowability of individual project cost items, and
 - (2) the Federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.”
- b. Any costs for which Consultant receives payment or credit that is determined by a subsequent audit or other review by either SCAG, Caltrans or other State or Federal

authorities to be unallowable under, but not limited to, 2 CFR Part 225 (OMB Circular A-87); 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, are to be repaid by Consultant within thirty (30) days of Consultant receiving notice of audit findings. Should Consultant fail to reimburse moneys due SCAG within thirty (30) days of demand, or within such other period as may be agreed between Parties hereto, SCAG is authorized to withhold future payments due Consultant.

- c. Consultant agrees to furnish documentation to SCAG to support this requirement that all of its agreements with Subconsultants contain provisions requiring adherence to this section in its entirety.

34. Stop Work

- a. SCAG may, at any time, by written Stop Work Order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to the Consultant, and for any further period to which SCAG authorizes. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within ninety (90) days after a Stop Work Order is delivered to the Consultant, or within any extension of that period by SCAG, SCAG shall either:
 - (1) Cancel the Stop Work Order; or
 - (2) Terminate the work covered by the Stop Work Order as provided for in the termination for convenience clause of this Agreement.
- b. If a Stop Work Order is issued under this section, SCAG shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Agreement shall be modified, in writing, accordingly.

35. Flow-Down Provisions

Any subcontract, of any tier entered into by the prime consultant as a result of this Agreement shall be written, executed subsequent to the prime consultant executing its contract with SCAG within a reasonable time, and shall contain the following provisions of this Agreement:

- Section 6 (Funding Requirements);
- Section 10 (Invoicing for Payment);
- Section 11 (Invoicing Format and Content);
- Section 13 (Satisfactory Performance)
- Section 15 (Quarterly Progress Reports);
- Section 16 (Inspection of Work);
- Section 17 (Written and Electronic Version of Work Products and Related Work Materials);
- Section 18 (Ownership, Confidentiality, and Use of Work Products);
- Section 19 (Termination);
- Section 20 (Compliance with Laws, Rules, and Regulations);
- Section 21 (Independent Contractor);
- Section 22 (Conflict of Interest);

Section 23 (Contingency Fees or other Unlawful Consideration);
Section 24 (Release of Information);
Section 25 (Disputes);
Section 26 (Indemnity);
Section 27 (Non-Discrimination/Equal Employment Opportunity);
Section 28 (Disadvantaged Business Enterprise);
Section 29 (Records Retention and Audits);
Section 30 (Federal and State Lobbying Activities Certification);
Section 31 (Certifications and Assurances);
Section 32 (Contract Award); and
Section 33 (Cost Principles)

Upon SCAG's request, the consultant shall provide SCAG a copy of any subconsultant agreement.

36. Notice

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

SCAG

Basil Panas, Chief Financial Officer
Southern California Association of Governments
818 West Seventh Street, 12th Floor
Los Angeles, California 90017-3435
Phone: (213) 236-1817
Email: panas@scag.ca.gov

CONSULTANT

Martha Miller
Dyett and Bhatia
755 Sansome St., Suite 400
San Francisco, CA 94111
Phone: (415) 956-4300
Email: martha@dyettandbhatia.com

37. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

38. Jurisdiction and Venue

This Agreement shall be deemed an Agreement under the laws of the State of California, and for all purposes shall be interpreted in accordance with such laws. Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of

any action brought thereunder shall be Los Angeles County, California.

39. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

40. Standard of Care

Consultant shall perform the services under this Agreement in accordance with generally accepted industry standards, practices, and principles applicable to such services. Without waiver of SCAG's other rights or remedies, SCAG may require Consultant to re-perform any of said services which were not performed in accordance with these standards at no cost to SCAG.

41. Insurance

Consultant shall procure and maintain throughout the Term of this Agreement the minimum required insurance, as set for below, against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its subcontracts, agents, representatives, or employees.

a. Minimum Scope of Insurance – Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.
- (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability (Errors and Omissions) insurance appropriate to the Consultant's profession.

b. Minimum Limits of Insurance – Consultant shall maintain limits no less than:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by Consultant with a combined single limit of not less than \$1,000,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.

- (3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
 - (4) Professional Liability Insurance: With limits of not less than \$1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for six (6) months after the Completion Date of this Agreement.
- c. Other Insurance Provisions – The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- (1) SCAG, its subsidiaries, officials and employees are to be covered as additional insureds, excluding automobile coverage, as respects to liability arising out of the activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its members, subsidiaries, officials and employees.
 - (2) For any claims related to this project, Consultant's insurance coverage shall be primary insurance as respects SCAG, its members, subsidiaries, officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its members, subsidiaries, officials and employees.
 - (4) 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 insurer's liability.
 - (5) Workers' Compensation and Employer's Liability policies shall contain the inclusion of SCAG, its members, subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.
- d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- e. Acceptability of Insurers – Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- f. Verification of Coverage – Consultant shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

42. Force Majeure

Neither SCAG nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, or any other similar cause beyond the reasonable control of SCAG or Consultant.

43. Entire Agreement

This writing contains the entire agreement of the Parties relating to the subject matter hereof, and the Parties have made no agreements, representations or warranties relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal written amendment thereto.

44. Execution of Agreement or Amendment

This Agreement, or any amendment related thereto (Amendment), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this Agreement or any Amendment may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this Agreement or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this Agreement or any Amendment.

45. Effective Date

The Effective Date of this Agreement shall mean the date (meaning the last date indicated below) that the Parties have fully executed this Agreement.

Neither SCAG nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, or any other similar cause beyond the reasonable control of SCAG or Consultant.

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This writing contains the entire agreement of the Parties relating to the subject matter hereof, and the Parties have made no agreements, representations or warranties relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal written amendment thereto.

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45. Effective Date

The Effective Date of this Agreement shall mean the date (meaning the last date indicated below) that the Parties have fully executed this Agreement.

IN WITNESS WHEREOF, The Southern California Association of Governments and Dyett and Bhatia have caused this Agreement to be executed by their duly authorized representatives.

Southern California Association of Governments
("SCAG")

Dyett and Bhatia
("Consultant")

Basil Panas
Chief Financial Officer

Martha Miller
Principal

Date

Date

Approved as to Legal Form:

EXHIBIT A
Scope of Work

Exhibit A – Scope of Work

BACKGROUND

The Palmdale Transit Village Specific Plan, which was adopted in 2007, encompasses 110 acres of Transit Oriented Development (TOD) land use types. TOD planning within the immediate vicinity of the Palmdale Transit Center is constrained by the designated U.S. Air Force Plant 42 Air Installation Compatible Use Zone II to the north, which severely restricts residential uses and floor area ratios for all other uses. The area is also constrained by the Union Pacific Railroad and Metrolink tracks to the east. Therefore, the City is compelled to look to the west and south of the Palmdale Transportation Center to implement land use changes that are complimentary. Avenue Q provides a direct route to the Palmdale Transportation Center. This project is to conduct an analysis that will determine the feasibility of developing the Avenue Q Corridor as a TOD, mixed use development corridor. The “Corridor” will ultimately serve as an extension of the Palmdale Transportation Center as well as the Palmdale Transit Village Specific Plan Planning Area.

Developing the Avenue Q Corridor as a Transit Oriented Development (TOD) mixed use development corridor is a planning effort designed to maximize mobility and accessibility; ensure travel safety and reliability, and encourage land use growth patterns that facilitate transit oriented and non-motorized transportation consistent with the Sustainable Communities Strategy (SCS) outlined in 2012 Regional Transportation Plan /Sustainability Communities Strategies (RTP/SCS).

The City anticipates that providing for TOD/mixed use development opportunities along the Avenue Q Corridor and extending the proposed multi-use trails identified on the Palmdale Transit Village Specific Plan into the project area will allow for development of a variety of land uses that will be beneficial to the City and its residents.

The Consultant team of Dyett and Bhatia, hereinafter referred to as the “Consultant” has been hired to provide professional services to accomplish the following tasks.

TASK 1 – PROJECT PLANNING AND COORDINATION

Task 1.1 – Project Kick-off Meeting

The Consultant shall participate in a kick-off meeting with the Technical Advisory Committee (TAC) with City staff and other stakeholders to discuss project details, including but not limited to the following:

- Work program objectives, tasks, products, and preliminary schedule
- Recent or current studies, plans, or planning-related efforts by agencies and departments that may influence or support the work program
- Roles of team members/key contacts
- Public outreach methods
- Potential stakeholders
- Grant reporting requirements

Exhibit A – Scope of Work

Deliverables: Deliverables shall be in accordance with the timeline identified on the Schedule, Exhibit B

- Agenda and Meeting Summary including write-up on general approach to the project's scope of work, and identification of roles and responsibilities.

TASK 1.2 – Project Coordination

The Consultant shall coordinate Monthly TAC conference call meetings for project communication and coordination.

Deliverables: Deliverables shall be in accordance with the timeline identified on the Schedule, Exhibit B

- Monthly meeting minutes and notes.

TASK 2 – PROJECT ASSESSMENT

TASK 2.1 – Data Collection/Existing Conditions and Site Analysis

The Consultant shall coordinate with the City and review existing planning and transportation documents, studies, analyses, and other recent and ongoing planning efforts that influence the outcome of the feasibility study, including but not limited to, the City's existing Zoning Ordinance, General Plan, Palmdale Trade and Commerce Center Specific Plan (PTCCSP), Palmdale Transit Village Specific Plan, Palmdale Energy Action Plan, Palmdale Strategic Plan, and other pertinent documents as identified by City Staff. Review aerial imagery and other project specific maps, documents, and plans.

- A. The Consultant shall prepare a report detailing existing conditions of the project area. The report shall consist of maps and diagrams photographs (format to be determined at the kick-off meeting) with supporting narrative. Key findings shall be summarized to inform the subsequent planning process. Local, regional, state, and federal legislation shall be considered and incorporated, as applicable. The Consultant shall, at a minimum, cover the following items:

Vacant and Built Land: Analysis and mapping of vacant and built land that shall include identification of existing land use in the project area based on information from the City, County Assessor's office, and focused fieldwork.

Infrastructure: The infrastructure assessment shall include review of existing infrastructure capacity and anticipated additional demand necessary to support future development.

Circulation/Access: The circulation assessment shall identify opportunities and constraints for mobility and access. This shall include evaluating the effects that existing parking and transportation standards have on the City's ability to achieve its overall goals for the study area (e.g., evaluating the effects of current parking requirements on development feasibility).

This effort shall include reviewing and assessing circulation and trail elements included in the General Circulation Plan, Palmdale Trade and Commerce Center Specific Plan (PTCCSP) and Antelope Valley Auto Center Specific Plan (AVACSP), City policies, codes and standards governing the remainder of the study area; and plans, studies and data describing the significant transportation infrastructure improvements proposed for the area, such as the California High

Exhibit A – Scope of Work

Speed Rail, XpressWest High-Speed Rail, and Metrolink improvement projects, Antelope Valley Transit Authority (AVTA) planning documents, potential Palmdale Regional Airport improvements, the High Desert Corridor freeway, and additional station area parking.

The Consultant shall coordinate this task with the existing conditions work for the Palmdale TOD Overlay Zone Project, allowing up to 4 intersections in the Avenue Q study area to be included in the traffic analysis that shall be undertaken for the Palmdale TOD Overlay Zone Project. The traffic analysis shall include peak hour Level of Service (LOS) at the selected intersections. In addition, Consultant shall conduct intersection turning movement and bicycle/pedestrian volume counts at up to 4 intersections within the Avenue Q study area.

Sustainability: The Consultant shall include under this item, an assessment of how the current transportation network and overall land use pattern affect sustainability and how regional policies can be implemented at the local level to implement sustainability and the Sustainable Communities Strategy.

Livability: The livability assessment shall identify opportunities and constrains related to way-finding, recreation, pedestrian access, access to services and infrastructure, as well as other livability issues.

Development Constraints: The Consultant shall identify constraints to future development having to do with fractured ownership, parcel size and shape, access issues, and other aspects of the existing pattern of development.

Overall Character: The Consultant shall summarize the structure of the neighborhood as defined by its edges, major streets, landmarks, activity nodes, gateways, block and lot patterns, and building types.

Deliverables: *Deliverables shall be in accordance with the timeline identified on the Schedule, Exhibit B*

- Written and electronic report (including maps and photographs (format to be approved by SCAG Project Manager at the kick-off meeting), detailing existing conditions of the project area. Maps shall be provided in GIS and/or AutoCAD format.

TASK 2.2 – Community Workshop #1

The Consultant shall host Community Workshop #1 along with City staff to present the project's scope and goals. The Consultant shall draft press and media releases which can be distributed to local media and used in promotion materials to publicize the workshop and prepare sign-in sheets, nametags, and comment cards. The Consultant shall obtain SCAG Project Manager's approval prior to releasing these documents.

Deliverables: *Deliverables shall be in accordance with the timeline identified on the Schedule, Exhibit B*

- Community Workshop No. 1.
- Meeting Materials such as a PowerPoint presentation, display boards, photographs, maps, concept drawings for display and interactive uses.
- Audio recording of the workshop.
- Meeting notes and summary of all public testimony.

Exhibit A – Scope of Work

TASK 3 – LAND USE/ZONING, TRANSPORTATION ANALYSIS

TASK 3.1 – Land Use and Zoning Modifications

The Consultant shall, in conjunction with City staff, evaluate the project area's built environment and "future" plans and develop recommendations for land use and zoning changes, including the creation and/or refinement of policies that are more in alignment with the City's current ideologies for TOD development and multi-modalism. Based on the research and analysis and community input, the Consultant shall prepare a Land Use and Zoning Report detailing findings, constraints, opportunities and recommendations for revisions, changes, or additions to the General Plan, Zoning Ordinance, and affected Specific Plans, as approved by SCAG Project Manager. The Report shall document acreage changes by land use and zoning type in a matrix and include a summary of how the ultimate development of the Avenue Q corridor shall assist the City of Palmdale in meeting its air quality, land use, and transportation goals.

Deliverables: Land Use and Zoning Report. Provide a written and electronic report, detailing findings, constraints, opportunities and recommendations. Provide recommendations for revisions, changes, or additions to the General Plan, Zoning Ordinance and affected Specific Plans, as necessary. Consultant shall provide a matrix of acreage change by land use and zoning type. Consultant shall summarize how the ultimate development of the Avenue Q Corridor shall assist the City of Palmdale in meeting its air quality, land use and transportation goals. Maps shall be provided in GIS and/or AutoCAD format.

TASK 3.2 – Transportation Analysis

The Consultant shall conduct a transportation analysis of the project area. The transportation analysis shall build on analysis conducted as part of the Palmdale TOD Overlay Zone Project. This shall include analyzing and making recommendations regarding all modes of transportation within the project area, addressing, at a minimum, elements such as:

- A coherent and effective street, trail and greenway network for the project area design and performance standards for streets, intersections, greenways and trails that shall result in the creation of "Complete Streets", which meet the needs of all users, including pedestrians, bicyclists, transit users, and motorists.
- An effective parking plan, including both proposed public parking facilities, and design and performance standards for private parking.
- An integrated transit network, encompassing bus and shuttle service (e.g. Antelope Valley Transit Authority routes), as well as access to existing Metrolink and future high-speed rail services (California High Speed Rail and XpressWest).
- Palmdale Regional Airport access.
- Taxis, car-sharing, bicycle sharing, and other shared transportation modes.
- A coherent set of transportation demand management strategies.

The recommended regulations and policies shall be designed to be more in alignment with the City's current ideologies for TOD development and multi-modal development. The Consultant shall ensure that transportation analysis include but not limited to:

- Provide "complete streets", greenways, transit and shuttle services, and a variety of other transportation services, giving residents a wide range of transportation choices

Exhibit A – Scope of Work

- Provide parking that is efficiently located and shared, in order to minimize parking construction costs and allow better urban design
- Ensure the feasibility of desired types of development in the project area
- Provide effective and efficient connectivity and integration among all modes of transportation
- Minimize motor vehicle trips, congestion, and pollution
- Maximize transit ridership, in order to maximize the public's return on its investment in public transit

The report shall include recommendations for revisions, changes, or additions to the General Plan, Zoning Ordinance and affected Specific Plans, as approved by SCAG Project Manager, detailed cross-sections of streets and trails, and recommendations for parking solutions.

Deliverables: Deliverables shall be in accordance with the timeline identified on the Schedule, Exhibit B

- Transportation Report (written and electronic, maps in GIS and/or AutoCAD format).

TASK 3.3 – Street and Streetscape Standards

The Consultant shall prepare preliminary urban design standards that reinforce the relationship between existing and future development to the street and pedestrian scale. Design standards could include but not limited to street level transparency, ground floor uses, massing height, character, and setbacks. Consultant shall identify streetscape standards involving street furniture (street lights, garbage bins, benches, bollards, art, etc.), and sidewalks and landscaping (planting, water features, etc.).

- A. The Consultant shall provide input and recommend concepts for street modifications along the Avenue Q Corridor. The modified street-sections shall consider AB32, SB 375, sustainability and complete streets policies. The Consultant shall prepare street and trail standards, including basic dimensions, lane configurations, and other transportation-related standards for the project area's streets and trails. The Street and Streetscape Recommendations Report shall provide recommendations for revisions, changes, or additions to the General Plan, Zoning Ordinance and affected Specific Plans, as necessary.

Deliverables: Street and Streetscape Recommendations Report detailing findings, constraints, opportunities and recommendations. Recommendations for revisions, changes, or additions to the General Plan, Zoning Ordinance and affected Specific Plans, as necessary (written and electronic, maps in GIS and/or AutoCAD format)

TASK 3.4 – Community Workshop #2

The Consultant shall host Community Workshop #2 with City staff. This meeting is expected to re-introduce the project's scope and goals, and report on the status of the various analyses and outreach efforts. The workshop shall include reporting on project-specific findings, constraints, opportunities and recommendations. Consultant shall draft press and media releases which can be distributed to local media and used in promotion materials to publicize the workshop. All press and media release shall be approved by SCAG Propjet Manager and the City, prior to the release to publicize the workshop.

Exhibit A – Scope of Work

Deliverables: Deliverables shall be in accordance with the timeline identified on the Schedule, Exhibit B

- Press and media releases for the workshop and Community Workshop #2
- Meeting Materials such as PowerPoint presentation, display boards, photographs, maps, concept drawings for display and interactive uses
- Audio recording of the workshop
- Meeting notes and summary of all public testimony

TASK 4 – PRESENTATION TO PLANNING COMMISSION AND CITY COUNCIL

TASK 4.1 – Planning Commission

The Consultant shall attend, prepare materials for, and make formal presentation of the Avenue Q Feasibility Study outcomes and recommendations before the Planning Commission for review and approval. All such information shall be pre-approved by SCAG Project Manager and the City prior to the presentation to the Planning Commission.

Deliverables: Presentation at Planning Commission for review and approval

TASK 4.2 – City Council

The Consultant shall attend, prepare materials for, and make formal presentation of the Avenue Q Feasibility Study outcomes and recommendations before the City Council for review and approval.

Deliverables: Presentation at City Council for City Council consideration and adoption

TASK 4.3 – Final production/distribution

Based on City Council action and final text changes provided by City staff, the Consultant shall prepare final study report.

Deliverables: Deliverables shall be in accordance with the timeline identified on the Schedule, Exhibit B

- Final Avenue Q Feasibility Study (report, maps, exhibits, table, figures, etc), including revised and/or new sections of the General Plan, Zoning Ordinance, and Specific Plans (10 hard and one electronic copy; all maps shall be in GIS and/or AutoCAD format)

EXHIBIT B
Schedule

Schedule

Schedule: Palmdale Avenue Q		
<i>Task</i>	<i>Product / Meeting</i>	<i>Date</i>
1. Project Planning and Coordination	Kickoff Meeting	Month 1
	Coordination Calls	Monthly throughout project
2. Project Assessment	Existing Conditions Report	Month 5
	Workshop #1	Month 5
3. Land Use/Zoning, Transportation Analysis	Transportation Report	Month 9
	Street and Streetscape Recommendations Report	Month 10
	Land Use and Zoning Report	Month 11
	Workshop #2	Month 11
4. Presentation to Planning Commission & City Council	Planning Commission Meeting	Month 13
	City Council Meeting	Month 14
	Final Avenue Q Feasibility Study	Month 15

EXHIBIT C
Line Item Budget

Dyett & Bhatia
 755 Sansome Street, Suite 400
 San Francisco, CA 94111
 415-956-4300
 Marthia@dyettandbhatia.com

LINE ITEM BUDGET: Total

Title of Project: **City of Palmdale, Avenue Q Feasibility Study**
 14-001-B39

Cost Categories	Maximum Hourly Rate	Task 1		Task 2		Task 3		Task 4		Grand Total (All tasks)	
		Project Planning and Coordination		Project Assessment		Land Use/Zoning, Transportation Analysis		Presentation to Planning Commission and City Council			
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Direct Labor Classification(s):											
*Martha Miller, Principal	\$60.10	8.00	\$480.80	24.00	\$1,442.40	32.00	\$1,923.20	12.00	\$721.20	76.00	\$4,567.60
*Peter Winch, Senior Associate	\$51.44	18.00	\$925.92	80.00	\$4,115.20	32.00	\$1,646.08	12.00	\$617.28	142.00	\$7,304.48
Principal	\$96.02	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Associate Principal	\$43.27	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Senior Associate	\$51.44	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Associate	\$31.25	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Planner	\$27.64	0.00	\$0.00	40.00	\$1,105.60	30.00	\$829.20	0.00	\$0.00	70.00	\$1,934.80
Senior Cartographer	\$39.66	0.00	\$0.00	0.00	\$0.00	12.00	\$475.92	0.00	\$0.00	12.00	\$475.92
GIS Specialist	\$37.26	0.00	\$0.00	40.00	\$1,490.40	10.00	\$372.60	6.00	\$223.56	56.00	\$2,086.56
Senior Graphic Designer	\$37.16	0.00	\$0.00	20.00	\$743.20	0.00	\$0.00	0.00	\$0.00	20.00	\$743.20
Analyst	\$19.23	0.00	\$0.00	16.00	\$307.68	0.00	\$0.00	0.00	\$0.00	16.00	\$307.68
Project Assistant	\$22.84	0.00	\$0.00	8.00	\$182.72	8.00	\$182.72	8.00	\$182.72	24.00	\$548.16
Subtotal - Direct Labor		26.00	\$1,406.72	228.00	\$9,397.20	124.00	\$5,429.72	38.00	\$1,744.76	416.00	\$17,968.40
Overhead & Fringe (Inc. G&A):											
Overhead	105.00%		\$1,477.06		\$9,856.56		\$5,701.11		\$1,832.00		\$18,866.73
Fringe	52.00%		\$731.49		\$4,881.34		\$2,823.37		\$907.28		\$9,343.48
Subtotal - Overhead & Fringe (Inc. G&A):			\$2,208.55		\$14,737.90		\$8,524.48		\$2,739.28		\$28,210.21
Fixed Fee											
Subtotal - Fixed Fee:	7.50%		\$271.15		\$1,809.38		\$1,046.56		\$336.30		\$3,463.39
Other Direct Costs (ODCs)											
Travel			\$0.00		\$350.00		\$350.00		\$350.00		1,050.00
Printing - Directly Chargeable only			\$0.00		\$100.00		\$100.00		\$100.00		300.00
Other			\$0.00		\$0.00		\$0.00		\$0.00		0.00
Other			\$0.00		\$0.00		\$0.00		\$0.00		0.00
Subtotal - ODCs:			\$0.00		\$450.00		\$450.00		\$450.00		\$1,350.00
Subconsultant(s) *											
Mia Lehrer + Associates			\$2,377.21		\$8,195.73		\$9,859.41		\$0.00		20,432.35
Nelson Nygaard			\$4,260.25		\$7,615.00		\$14,306.40		\$0.00		26,181.65
Subtotal - Subconsultant(s):			\$6,637.46		\$15,810.73		\$24,165.81		\$0.00		\$46,614.00
GRAND TOTAL		26.00	\$10,523.88	228.00	\$42,195.21	124.00	\$39,616.57	38.00	\$5,270.34	0.00	\$97,606.00

Mia Lehrer + Associates
 3780 Wilshire Blvd., Suite 250
 Los Angeles, CA 90010
 213-384-3844

Title of Project: City of Palmdale, Avenue Q Feasibility Study

14-001-B39

Cost Categories	Maximum Hourly Rate	Task 1		Task 2		Task 3		Task 4		Grand Total (All tasks)	
		Project Planning and Coordination		Project Assessment		Land Use/Zoning, Transportation Analysis		Presentation to Planning Commission and City Council			
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Direct Labor Classification(s):											
*Jan Dyer, Project Manager	\$66.27	8.00	\$530.16	16.00	\$1,060.32	12.00	\$795.24	0.00	\$0.00	36.00	\$2,385.72
Landscape Architect	\$73.13	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Astrid Diehl, Project Designer	\$58.00	8.00	\$464.00	36.00	\$2,088.00	32.00	\$1,856.00	0.00	\$0.00	76.00	\$4,408.00
Ming Ho, Project Designer	\$50.27	0.00	\$0.00	10.00	\$502.70	35.00	\$1,759.45	0.00	\$0.00	45.00	\$2,262.15
Staff Name and Position Title	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Staff Name and Position Title	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Staff Name and Position Title	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Staff Name and Position Title	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Staff Name and Position Title	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Staff Name and Position Title	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Staff Name and Position Title	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Staff Name and Position Title	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Staff Name and Position Title	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Subtotal - Direct Labor		16.00	\$994.16	62.00	\$3,651.02	79.00	\$4,410.69	0.00	\$0.00	157.00	\$9,055.87
Overhead & Fringe (inc. G&A):											
Overhead	105.00%		\$1,043.87		\$3,833.57		\$4,631.22		\$0.00		\$9,508.66
Fringe	14.00%		\$139.18		\$511.14		\$617.50		\$0.00		\$1,267.82
Subtotal - Overhead & Fringe (inc G&A):			\$1,183.05		\$4,344.71		\$5,248.72		\$0.00		\$10,776.48
Fixed Fee											
Subtotal - Fixed Fee:	0.00%		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Other Direct Costs (ODCs)											
Travel			\$100.00		\$100.00		\$100.00		\$0.00		300.00
Printing - Directly Chargeable only			\$100.00		\$100.00		\$100.00		\$0.00		300.00
Other			\$0.00		\$0.00		\$0.00		\$0.00		0.00
Other			\$0.00		\$0.00		\$0.00		\$0.00		0.00
Subtotal - ODCs:			\$200.00		\$200.00		\$200.00		\$0.00		\$600.00
Subconsultant(s)*											
			\$0.00		\$0.00		\$0.00		\$0.00		0.00
			\$0.00		\$0.00		\$0.00		\$0.00		0.00
Subtotal - Subconsultant(s):			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
GRAND TOTAL		16.00	\$2,377.21	62.00	\$8,195.73	79.00	\$9,859.41	0.00	\$0.00	0.00	\$20,432.35

Nelson Nygaard
 116 New Montgomery Street, Suite 500
 San Francisco, CA 94105
 415-284-1544

Title of Project: **City of Palmdale, Avenue Q Feasibility Study**
 14-001-B39

Cost Categories	Maximum Hourly Rate	Task 1		Task 2		Task 3		Task 4		Grand Total (All tasks)	
		Project Planning and Coordination		Project Assessment		Land Use/Zoning, Transportation Analysis		Presentation to Planning Commission and City Council			
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Direct Labor Classification(s):											
Colin Burgett, Principal	\$71.64	0.00	\$0.00	4.00	\$286.56	8.00	\$573.12	0.00	\$0.00	12.00	\$859.68
Patrick Siegman, Principal*	\$65.46	16.00	\$1,047.36	10.00	\$654.60	24.00	\$1,571.04	0.00	\$0.00	50.00	\$3,273.00
Associate IV	\$46.91	14.00	\$656.74	20.00	\$938.20	40.00	\$1,876.40	0.00	\$0.00	74.00	\$3,471.34
Associate II	\$33.46	0.00	\$0.00	24.00	\$803.04	40.00	\$1,338.40	0.00	\$0.00	64.00	\$2,141.44
Intern	\$18.18	0.00	\$0.00	20.00	\$363.60	20.00	\$363.60	0.00	\$0.00	40.00	\$727.20
Staff Name and Position Title	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Staff Name and Position Title	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Staff Name and Position Title	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Staff Name and Position Title	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Staff Name and Position Title	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Staff Name and Position Title	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Staff Name and Position Title	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Staff Name and Position Title	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Staff Name and Position Title	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Subtotal - Direct Labor		30.00	\$1,704.10	78.00	\$3,046.00	132.00	\$5,722.56	0.00	\$0.00	240.00	\$10,472.66
Overhead & Fringe (inc. G&A):											
	%										
Overhead	150.00%		\$2,556.15		\$4,569.00		\$8,583.84		\$0.00		\$15,708.99
Fringe	0.00%		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal - Overhead & Fringe (inc G&A):			\$2,556.15		\$4,569.00		\$8,583.84		\$0.00		\$15,708.99
Fixed Fee											
Subtotal - Fixed Fee:	0.00%		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Other Direct Costs (ODCs)											
Travel			\$0.00		\$0.00		\$0.00		\$0.00		0.00
Printing - Directly Chargeable only			\$0.00		\$0.00		\$0.00		\$0.00		0.00
Subtotal - ODCs:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subconsultant(s)*											
			\$0.00		\$0.00		\$0.00		\$0.00		0.00
Subtotal - Subconsultant(s):			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
GRAND TOTAL		30.00	\$4,260.25	78.00	\$7,615.00	132.00	\$14,306.40	0.00	\$0.00	0.00	\$26,181.65

EXHIBIT D
Contract Funding/Expenditure Summary

Contract Funding/Expenditure Summary

❶ Original (base) Award:

Contract Number	Project Number	Funding Period		Funding		Funding Amount	Expenditure Amount
		From	To	Source	%		
14-001-B39	065-0137B.01	07/01/14	06/30/15	FTA	42	\$40,669	TBD
	065-0137E.01	07/01/14	06/30/15	TDA	42	\$40,669	TBD
	266-0715O2.02	07/01/14	06/30/15	LOCAL	16	\$16,268	TBD

❷ Amendment(s):

#	Project Number	Funding Period		Funding		Funding Amount	Expenditure Amount
		From	To	Source	%		
Total Contract Funding Amount to Date:						\$97,606	
<i>This total is a cumulative of the numbers shaded in grey above.</i>							
Total Contract Value to Date:						\$97,606	

Notice to Proceed (NTP) To Be Determined (TBD)

❸ Purchase Order Number: PO-2828

EXHIBIT E

Consultant Contract DBE Information

Consultant Contract DBE Information

1. LOCAL AGENCY:	Southern California Association of Governments (SCAG)	2. PROJECT LOCATION:	City of Palmdale
3. PROJECT DESCRIPTION:	City of Palmdale: Avenue Q Feasibility Study		
4. TOTAL CONTRACT AMOUNT (\$)	\$97,606		
5. CONSULTANT'S NAME:	Dyett & Bhatia		
6. CONTRACT DBE GOAL %:	47 50%		
7. TOTAL DOLLAR AMOUNT FOR ALL SUBCONSULTANTS:	\$46,614		
8. TOTAL NUMBER OF ALL SUBCONSULTANTS:	2		

AWARD DBE/DBE INFORMATION

9. DESCRIPTION OF SERVICES TO BE PROVIDED	10. DBE/DBE FIRM CONTACT INFORMATION	11. DBE CERT. NUMBER	12. DBE DOLLAR AMOUNT
N/A	N/A	N/A	N/A
Urban & Regional Planning	Dyett & Bhatia 755 Sansome St., Ste 400 San Francisco, CA 94111	32450	\$50,992.00
Urban & Regional Planning	Mia Lehrer + Associates 3780 Wilshire Blvd., Ste 250 Los Angeles, CA 90010	39826	\$20,432.35

Local Agency (SCAG) to Complete this Section:

20. Local Agency Contract Number: 14-001-B39
 21. Federal-Aid Project Number: None
 22. Contract Execution Date: _____

Local Agency certifies that the DBE certifications are valid and the information on this form is complete and accurate:

Ranjini Zucker [Signature] 7/1/14
 23. Print Name 24. Signature 25. Date
 26. Local Agency Representative Title: | Sr. Contracts Administrator
 27. (Area Code) Telephone No. 213-236-1887

13. Total Dollars Claimed

\$71,424.35

14. Total % Claimed

73%

Caltrans to Complete this Section:

Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:

 28. Print Name 29. Signature 30. Date
 Caltrans District Local Assistance Engineer

[Signature]
 15. Consultant's Signature
Martha Miller
 16. Consultant's Name (Print)
Principal
 17. Consultant's Title
July 1, 2014
 18. Date 19. (Area Code) Tel. No.

FOR SCAG USE:

- Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE), Eric Samaniego (eric_samaniego@dot.ca.gov)
 (2) Copy – Include in award package to Caltrans District Local Assistance
 (3) Original – Local Agency files