



**TO:** Mayor and Councilmembers

**SUBMITTED BY:** JoAnne Plummer, Neighborhood Services Director

**SUBJECT:** Amendment No. 1 to Professional Design Services Agreement 2024-064 with KTU&A for Phase One of Stow Grove Park Renovations

**RECOMMENDATION:**

Authorize the City Manager to execute Amendment No. 1 to Professional Design Services Agreement No. 2024-064, expanding the Phase One scope of services and increasing the contract budget by \$65,854, for a revised not-to-exceed total of \$582,574.

**BACKGROUND:**

On June 18, 2024, the City Council approved the Phase One scope of work for the Stow Grove Park Renovation Project and awarded a Professional Design Services Agreement to KTU&A in an amount not to exceed \$516,720, with a term ending June 30, 2027 (Attachment 1).

**DISCUSSION:**

The Stow Grove Park Master Plan originally identified three project phases. Phase One included improvements to the parking lot, maintenance yard, caretaker cottage, and associated grading and drainage. Phase Two encompassed the multi-purpose field and barbecue areas. Phase Three included the proposed all-inclusive playground in the southern portion of the park.

Due to the accelerated timelines associated with State of California grant funding, the universal playground must now be incorporated into Phase One. Additionally, required infrastructure improvements related to drainage and parking lot reconstruction limit the City's ability to modify the original phasing sequence.

Phase One was subsequently redefined to include:

- Parking lot improvements
- A new maintenance vehicle entrance
- A pedestrian walkway from the parking lot to the playground
- A new universal playground

- A new restroom facility
- Improvements to the maintenance yard
- Evaluation of the caretaker cottage for potential reuse or removal

Following public outreach and historic and environmental review, while the park proved to have a local historic interest, the caretaker cottage was determined to have no historic significance. On September 2, 2025, the City Council approved the recommendation to support its demolition. As a result, its removal has been incorporated into the project and needs to be incorporated into the design services scope of work. Demolition activities require additional design work, including the evaluation of potential hazardous materials and the relocation of existing utility lines.

In addition, only the main walkway from the parking lot to the playground had initially been included for accessibility improvements. Recognizing that park users access multiple areas within the site, staff and the project team identified the need for an additional accessible path connecting the parking lot to the southern portion of the park around the existing grove. This path, along with additional landscape improvements to the west of the playground and east of other Phase One improvement areas, has been added to the project scope.

The expanded services result in an additional cost of \$65,854, increasing the total contract amount to a not-to-exceed value of \$582,574 (Attachment 2). Attachment 3 provides a detailed summary of the additional work, including demolition planning for the caretaker cottage, expanded accessibility pathway, and supplemental landscape design.

#### **FISCAL IMPACTS:**

No new appropriation is required. Adequate funding is available in the Stow Grove Park Renovation Project (CIP Project No. 9074) to support Amendment No. 1. The additional \$65,854 in design services can be fully accommodated within the remaining FY 2025-26 project budget of \$699,450.

<b>Stow Grove Park Renovation Amendment No. 1, Fiscal Year 2025/26</b>					
<b>Fund Type</b>	<b>Account</b>	<b>Current Contract Amount</b>	<b>Budget Remaining FY 2025-26</b>	<b>Amount to be Authorized</b>	<b>Total Available Budget</b>
Park DIF	221-90-9074-57071	\$516,720	\$699,450	\$65,854	\$633,596
<b>Total</b>		<b>\$516,720</b>	<b>\$699,450</b>	<b>\$65,854</b>	<b>\$633,596</b>

#### **ALTERNATIVES:**

City Council may choose not to support the recommendations provided in the staff report, which will result in the caretaker cottage not being able to be removed and other enhancements not being included in this phase of the project.

**LEGAL REVIEW BY:** Isaac Rosen, City Attorney

**APPROVED BY:** Robert Nisbet, City Manager











**ATTACHMENTS:**

1. Agreement No. 2024-064 with KTU&A for Stow Grove Park Renovation
2. Amendment No. 1 to Agreement No. 2024-064 with KTU&A for Stow Grove Park Renovation
3. Map of Expanded Scope of Work

## **ATTACHMENT 1**

Agreement No. 2024-064 with KTU&A for Stow Grove Park Renovation

**DOCUMENT ROUTING AND APPROVAL FORM**

<b>Requires Council Approval:</b> <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Meeting Date/Item number: Tuesday, June 18, 2024		<b>Requires Vendor Set-up:</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If no, Vendor Number: 002811		
<b>Director Level Approval:</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Cite Authority: City Council		<b>Provide summary of agreement below:</b> Professional Design Services for the development of construction plans and specifications for phase one of the Stow grove Park Renovation Project.		
<b>Document Type (Ex: Professional Design Services):</b> Professional Design Services		<b>Project Name (Should match agreement):</b> Stow Grove Park Renovation		
Vendor Name: KTU&A Contact Person: Mark Carpenter Address: 3916 Normal St, San Diego, CA 92103 Phone Number: 619-294-4477 x136 Email Address: markc@ktua.com Business License Number: 2022-0391		City Project Manager: JoAnne Plummer Contact Number: 805-562-5505 Email Address: jplummer@cityofgoleta.org Staff Routing Agreement: Leonel Mendoza-Diaz Contact Number: 805-961-7558 Email Address: lmendoza-diaz@cityofgoleta.org		
<b>AMOUNT NOT TO EXCEED:</b> \$516,720		<b>ON CALL SERVICES? :</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*On call services require one spreadsheet to track multiple PO's</small> <b>COUNCIL APPROPRIATION NEEDED:</b> <input type="checkbox"/> NO <input type="checkbox"/> YES* <small>*May require Budget Analyst's override to input Requisition</small>		
ROUTING PROCESS	DESCRIPTION		DATE	INITIAL
Department Head <u>Initiation</u>	Authority to initiate agreement		7/10/2024	
Risk Manager	Staff to initiate review of insurance provision in agreement		7/10/2024	
City Attorney	Contract review/Approve as form		7/11/2024	
Budget Analyst/Finance Dept	Funding Methods Approved/Authorized		7/11/2024	
Purchasing Officer	Purchase Requisition reviewed	Requisition Number: 25NS005	7/11/2024	
Staff (docusign user)	Staff routes agreement to vendor via DocuSign for electronic signature and requests Insurance documents.		7/15/2024	
Risk Manager	Risk Management shall rate Insurance		7/10/2024	
City Manager	City Manager will approve and sign the agreement.		7/15/2024	
City Clerk	City Clerk will approve and sign the agreement.		7/19/2024	
Vendor	Staff will route a fully executed copy of the agreement to the vendor.		7/15/2024	

**Project Name: Stow Grove Park Renovation**

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
KTU&A**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 18 day of June, 2024, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **KTU&A**, a California Corporation (herein referred to as "CONSULTANT").

**SECTION A. RECITALS**

1. The CITY has a need for professional design services for the development of construction documents for the renovation of Stow Grove Park; and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260; and
4. The City Council, on this 18<sup>th</sup> day of June, 2024, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

**SECTION B. TERMS**

**1. RETENTION AS CONSULTANT**

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional Design Services in conjunction with Landscape and Architectural Services shall generally include development of construction plans and specifications for phase one of the Stow

Grove Park Renovation as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

### **3. COMPENSATION AND PAYMENT**

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$516,720 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2027, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

### **4. EXTRA SERVICES**

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit B, if one is included as part of this agreement. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

## **5. CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is JoAnne Plummer. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

## **6. TERM, PROGRESS AND COMPLETION**

The term of this AGREEMENT is from the date first written above to June 30, 2027 unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed according to the schedule for delivery of services attached as Exhibit "C" and incorporated herein.

## **7. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

## **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This AGREEMENT is for professional services which are personal to CITY. Chris Langdon is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.



## **9. HOLD HARMLESS AND INDEMNITY**

**(a) Indemnification and Defense for Professional Service.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

**(b) For All Other Liabilities.** Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

**(c) No Waiver.** CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

## **10. INSURANCE**

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

## **11. RELATIONSHIP OF CONSULTANT TO CITY**

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes,

unemployment insurance, and any other employer obligations associated with the described work.

## **12. CORRECTIONS**

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

## **13. TERMINATION BY CITY**

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

## **14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

## **15. AUDIT OF RECORDS**

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such

records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

#### **16. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

#### **17. CONFLICT OF INTEREST**

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

#### **18. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

#### **19. MITIGATION OF DAMAGES**

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

## **20. GOVERNING LAW**

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

## **21. NONDISCRIMINATION**

The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes CONSULTANT to the penalties provided for in Labor Code Section 1735.

## **22. TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

## **23. NON-APPROPRIATION OF FUNDS**

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

## **24. MODIFICATION OF AGREEMENT**

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

## **25. USE OF THE TERM "CITY"**

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

## **26. PERMITS AND LICENSES**

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

## **27. CAPTIONS**

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

## **28. AUTHORIZATION**

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

## **29. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

## **30. PARTIAL INVALIDITY**

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

## **31. NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Robert Nisbet, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO CONSULTANT: Attention: Chris Langdon, Principal, President  
KTU&A  
3916 Normal Street,  
San Diego, CA 92103

### **32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**


This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

**In concurrence and witness whereof**, this AGREEMENT has been executed by the parties effective on the date and year first above written.


#### **CITY OF GOLETA**


DocuSigned by:  
  
1AEBACAD159E4D7...  
Robert Nisbet, City Manager

#### **CONSULTANT**

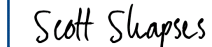
DocuSigned by:  
  
F5FC2091EBAA431...  
Chris Langdon, Principal, President

#### **ATTEST**

DocuSigned by:  
  
A3E09E3473CA47E...  
Deborah Lopez, City Clerk

DocuSigned by:  
  
6C2BCC6714C648A...  
Mark Carpenter, Principal, Treasurer

**APPROVED AS TO FORM:**  
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:  
  
2174EB311152455...  
Scott Shapses, Deputy City Attorney



## **EXHIBIT A**

### KTU&A Scope of Work

## **KTUA&A SCOPE OF WORK FOR STOW GROVE PARK RENOVATION**

Our scope of services includes tasks as outlined in the RFP and as described below:

### **TASK 1 – DESIGN DEVELOPMENT**

The KTUA team will attend a project kickoff meeting with City staff and conduct a site visit with key design subconsultants to investigate and familiarize us with the existing site. An updated aerial topographic survey and underground utility survey will be prepared. The topographic survey will include all existing site improvements and the topography survey will be supplemented with ground survey in areas where the aerial survey is obstructed. Current existing trees will be mapped on the survey. We will prepare Design Development level plans and outline specifications for all aspects of the full park site design scope. Buildings/structures included in the Design Development package will include the new pre-fab restroom and the existing restroom improvements. A Design Development level construction cost estimate will be prepared. KTUA will work with the City to evaluate the DD cost estimate and begin to develop a phasing plan to identify the phasing plan for three separate implementation phases. We will coordinate the geotechnical investigations and begin the investigation process once all boring locations are identified. KTUA also understands that our design team will need to coordinate and work with the City's selected play equipment manufacturer to coordinate the play equipment and surfacing design to be provided by the equipment manufacturer, so that the play improvements are integrated seamlessly into the park design. KTUA assumes our design team is responsible for all site infrastructure and surrounding hardscape/paving, grading, and drainage needed to support the new play area and that the selected play equipment design will be integrated into the KTUA prepared construction documents.

### **Optional Concept Design – Existing Caretakers Cottage Improvements**

KTUA and our architect, PWA will prepare concept level design drawings for the caretaker cottage improvements. The concept will include assumptions for necessary ADA upgrades, fixture upgrades, exterior and interior finishes, siding, and roof improvements. Concept design will include floorplans, elevations, and simple 3-D models. Scope has been included for cost estimating the Concept Design.

### **Optional Butterfly Roost Impacts Analysis**

Our Environmental consultant, Rincon Environmental will provide the design team with insight and guidance regarding primarily Monarch Roosting habitat within the park to ensure potential impacts are avoided and minimized to the maximum extent feasible. If needed, they will review the park improvements at the Construction Document phases to confirm the scale of potential impacts to Monarch Roosting habitat and mature trees is within the limits identified in the Initial Study-Mitigated Negative Declaration developed for the project.

### **Coordination Meetings**

The KTUA team will participate in a virtual project kickoff meeting, a site visit, and two (2) virtual coordination meetings with the City.

### **Task 1 Deliverables**

- Kickoff meeting agenda and meeting minutes
- Design Development documents and outline specifications
- Design Development level cost estimate
- Phasing Plan

- Geotechnical Investigations and Report
- **Optional** Existing Caretaker Cottage Concept Design
- **Optional** Butterfly Roost Impacts Analysis

#### **Task 1 Meetings**

- Kickoff Meeting (virtual)
- Site Visit
- Coordination Meetings with City – 2 (virtual)

### **TASK 2 – CONSTRUCTION DOCUMENTS**

Upon approval of the Design Development documents, the KTUA team will begin to advance the drawings for the identified Phase 1 Scope into more developed and refined construction documents progressing through iterative design deliverable stages that will include: 60%, 95%, and 100% Final Construction Documents. Each milestone advancement will build on the previous milestone's progress. City and permitting agency review comments will be incorporated at each milestone and a comprehensive set of comment responses will accompany each milestone submittal. The 95% documents will be used for the first City Building Division permit review cycle. KTUA has included a certified CASp review consultant to review the plans for access code compliance. The CASp consultant will work with the design team throughout the design process to coordinate design and ensure access compliance. A preliminary CASp review letter will be provided with the 95% Building Dept. submittal. Once comments are received from the 95% review cycle, the KTUA team will address all City and Building Dept. comments as well as address any outstanding access compliance issues with our CASp consultant. A 100% resubmittal will most likely be required back the Building Dept. to satisfy all comment revisions for permitting. A final CASp certification letter will be provided at 100%. KTUA will assemble the final 100% bid set deliverables to the City after successful completion of the Building Dept. review.

#### **Coordination Meetings**

KTUA will participate in up to four (4) virtual coordination meetings with the City. KTUA will participate in a Construction Review Meeting with the City if required.

#### **Task 2 Deliverables**

- 60%, 95%, 100% Final design deliverables
- Technical Specifications, Reports, and Calculations associated with the construction documents
- Cost estimates at 60%, and 100%
- Comment responses for each milestone resubmittal
- CASp certification letters at 95% and 100%
- Stormwater SWQMP

#### **Task 2 Meetings**

- Coordination meetings with City – 4 (virtual)
- Participation in a Construction Review Meeting if required

### **TASK 3 – PERMITTING**

The KTUA team will prepare construction documents submittals as outlined in Task 4. The 95% and 100% document milestones will be used for Building Department permit review. KTUA will coordinate with City

staff and permitting agencies as needed to help facilitate the review and approval process for the plan check process. KTUA understands the City will be responsible for submission of the permit application and associated plan check fees.

### **Coordination Meetings**

Coordination meetings with City staff and permit agency staff as needed.

#### **Task 3 Deliverables**

- Permit plan check submittals at 95% and 100%
- Plan check corrections and clarifications
- Permit plan check comment responses

#### **Task 3 Meetings**

- Coordination meetings with City staff and permit agency staff as needed

### **TASK 4 – BIDDING AND AWARD SUPPORT**

KTUA will assist City staff with obtaining City Council approval to bid the Phase 1 plans and specifications as well as assist with compiling the final contract documents and bid package. KTUA will participate in a pre-bid job walk with the bidding contractors, answer RFIs, provide clarifications, and produce addenda exhibits as needed during the bidding process. At the completion of the bid process, the KTUA team will prepare a Conformed set of CDs to include all clarifications and changes identified during the bid process.

#### **Task 4 Deliverables**

- RFI responses and clarifications
- Bid addenda if needed
- Conformed construction documents for construction

#### **Task 4 Meetings**

- Pre-Bid job walk

### **TASK 5 – CONSTRUCTION SUPPORT SERVICES**

The KTUA team will provide construction support services throughout the duration of the construction period. KTUA will attend a pre-construction site meeting at the initiation of the selected contractor's NTP. The KTUA team will provide submittal reviews and comments, review of the construction schedule, clarifications and responses to RFIs, and change order reviews. KTUA will coordinate with the City's selected playground equipment vendor during construction and installation of the play equipment. During construction, the KTUA team will provide six (6) site observation visits. Each visit will be followed-up by a site observation report outlining all observations and coordination that occurred during the visit. At the completion of construction, the KTUA team will conduct a punch walk to identify all corrective items prior to the contractor initiating their landscape maintenance and establishment period. A final punch walk will be conducted at the completion of the maintenance period to clear previous punch list items and identify any remaining corrective items.

#### **Task 5 Deliverables**

- Submittal reviews and approvals
- RFI responses and clarifications
- Construction changes if needed

- Site Observation Reports (KTUA: 6; Anacapa: 1)
- Pre-Final and Final Punchlist walks

#### **Task 5 Meetings**

- Pre-Construction site meeting
- Site Observations
- Pre-Final punch walk
- Final punch walk

#### **TASK 6 – PROJECT CLOSEOUT SERVICES**

KTUA will assist the City with project closeout services to include review of final owner's manuals and data compiled by the contractor for turnover to the City. The KTUA team will review contractor provide redline as-builts for completeness and accuracy. Upon review of the contractor's redlines, the KTUA team will prepare final record drawings for the project in AutoCAD format.

#### **Task 6 Deliverables**

- Contractor redline as-builts review comments
- Final Record Drawings prepared in AutoCAD (pdf and (4) 22 x 34 hardcopy sets)
- Bid addenda

#### **Task 6 Meetings**

- N/A

#### **FEES:**

#### **TOTAL BASIC SERVICES (Not including Reimbursables):**

1	KTUA: Landscape Architecture	\$ 157,130
2	Platt Whitelaw (PWA): Architecture	\$ 29,246
3	Anacapa: Civil Engineering	\$ 114,000
4	Anacapa: Structural Engineering	\$ 3,100
5	Anacapa: Electrical Engineering	\$ 30,600
6	Soils Engineering Inc.	\$ 17,300
7	Base Consulting Group	\$ 72,114
8	Cumming	\$ 39,230
9	US Access	\$ 7,920
FEE TOTAL		\$ 470,640
REIMBURSEABLE COSTS FOR PRINTING		\$ 1,500
TOTAL		\$ 472,140
Optional Scope: Caretaker Cottage Concept Design (PWA)		\$ 14,848
Optional Scope: Caretaker Cottage Cost Est. (Cumming)		\$ 5,440
Optional Scope: Butterfly Roosting Impacts (Rincon)		\$ 24,292
(Time & Materials Not to Exceed)		

## Breakdown by Tasks:

TASK 1 – DESIGN DEVELOPMENT

1	KTUA Landscape Architecture	\$ 50,070
2	Platt Whitelaw Architects	\$ 29,246
3	Anacapa: Civil Engineering	\$ 17,650
4	Anacapa: Structural Engineering	\$ 3,100
5	Anacapa: Electrical Engineering	\$ 10,500
6	Soils Engineering Inc.	\$ 17,300
7	Base Consulting Group	\$ 72,114
8	Cumming	\$ 10,630
Total		\$ 210,610

Optional Scope: Caretaker Cottage Concept Design (PWA) \$ 14,848

Optional Scope: Butterfly Roosting Impacts (Rincon) \$ 24,292

(Time & Materials Not to Exceed)

TASK 2A – 60% CONSTRUCTION DOCUMENTS

1	KTUA Landscape Architecture	\$ 26,840
2	Anacapa: Civil Engineering	\$ 31,600
3	Anacapa: Electrical Engineering	\$ 3,900
4	Cumming	\$ 12,585
5	US Access	\$ 1,760
Total		\$ 76,685

TASK 2B – 95% CONSTRUCTION DOCUMENTS

1	KTUA Landscape Architecture	\$ 20,865
2	Anacapa: Civil Engineering	\$ 18,500
3	Anacapa: Electrical Engineering	\$ 1,700
4	Cumming	\$ 9,805
5	US Access	\$ 2,640
Total		\$ 53,510

TASK 2C – 100% FINAL CONSTRUCTION DOCUMENTS

1	KTUA Landscape Architecture	\$ 14,395
2	Anacapa: Civil Engineering	\$ 10,500
3	Anacapa: Electrical Engineering	\$ 3,600

4	Cumming	\$ 6,210
5	<u>US Access</u>	<u>\$ 3,520</u>
	Total	\$ 38,225

TASK 3 – PERMITTING

1	KTUA Landscape Architecture	\$ 4,425
2	Anacapa: Civil Engineering	\$ 8,700
3	<u>Anacapa: Electrical Engineering</u>	<u>\$ 3,100</u>
	Total	\$ 16,225

TASK 4 – BID SUPPORT

1	KTUA Landscape Architecture	\$ 9,745
2	Anacapa: Civil Engineering	\$ 9,600
3	<u>Anacapa: Electrical Engineering</u>	<u>\$ 3,100</u>
	Total	\$ 22,445

TASK 5 – CONSTRUCTION ADMINISTRATION

1	KTUA Landscape Architecture	\$ 25,200
2	Anacapa: Civil Engineering	\$ 11,550
3	<u>Anacapa: Electrical Engineering</u>	<u>\$ 2,300</u>
	Total	\$ 39,050

TASK 6 – PROJECT CLOSEOUT

1	KTUA Landscape Architecture	\$ 5,590
2	Anacapa: Civil Engineering	\$ 5,900
3	<u>Anacapa: Electrical Engineering</u>	<u>\$ 2,400</u>
	Total	\$ 13,890

REIMBURSABLE COSTS

- A reimbursable allowance of \$1,500 has been identified for printing/delivery of hardcopy deliverables.
- Travel and mileage costs for team members are included in the lump sum design fees.

## EXCLUSIONS

The following services are not included in the KTUA Design Team's Fees:

- Site Electrical and Lighting Design (At this time, site lighting scope is not identified) Electrical scope is limited to pedestrian entries at Design Development, and electrical service to new pre-fab restroom at Phase 1 Construction Documents
- Structural design is limited to the Design Development phase that covers all proposed park improvements. It is anticipated that no structural design is needed for the Phase 1 Improvements.
- Structural Design for the pre-fab restroom and foundation will be provided by the restroom manufacturer through deferred submittals.
- Environmental studies, services, permits and/or documentation.
- Fees
- Meetings not specified in the above Scope of Work
- Environmental sampling and testing of the subsurface soils and groundwater is not included with the scope of this proposal.
- Any required monitoring permits, aside from the boring permit are not included with the scope of this proposal.
- SWPPP Preparation
- Hydrology Study
- Title Report
- Easement Plats or Legal Descriptions
- Potholing
- Franchise Utility Design and Coordination
- Plans for any improvements not specifically described in the Scope of Work
- Any applicable taxes
- Any other services not specifically set forth in the above Scope of Work



[illegible]

### DESIGN KEY

- 1 Upgrade Existing Park Entrances
- 2 Channel Islands / Cultural Plaza
- 3 Butterfly / Pollinator Garden
- 4 General Use Field/s
- 5 All Abilities Playground
- 6 Walking / Running Path

- 8 Refurbish Maintenance Facility
- 7 New Restroom
- 9 Add a Trash Enclosure
- 10 Caretaker Cottage Shared with Community Use
- 11 Refurbished Parking lot
- 12 Entrance Promenade / Junction
- 13 Refurbish Existing Redwood Groves

- 14 Refurbish Existing Picnic Areas
- 15 Refurbish Current Restroom
- 16 Exploratory / Nature play Elements
- 17 Sand Volleyball
- 18 Native Tree Grove
- 19 Family Activities between Picnic Areas
- 20 Improved Horseshoes

- 21 Fitness Trail / Loop
- 22 Multi-use Play Field

## **EXHIBIT B**

### KTU&A Hourly Rates 2024



**KTUA HOURLY RATES**

Senior Principal .....	\$205
Principal .....	\$190
Senior Associate II .....	\$175
Senior Associate I .....	\$155
Associate II .....	\$145
Associate I .....	\$135
Senior Designer/Planner II .....	\$125
Senior Designer/Planner .....	\$115
Designer/Planner .....	\$105
Administration .....	\$85

- 1. Hourly rates include provisions for normal overhead costs including fringe benefits, office rental, utilities, insurance, clerical services and equipment.
- 2. Reproduction, blueprinting, long distance telephone calls, travel outside of San Diego County, soil testing and other non-labor direct costs are billed at cost plus 15%.
- 3. Mileage outside of San Diego County will be billed at the approved IRS rate.
- 4. Rates are valid through December 31, 2024.

## **EXHIBIT C**

### **KTU&A Schedule for Delivery of Services**

## Stow Grove Park Renovation Schedule for Delivery of Services

### **Project Timeline**

<b>Design Milestone</b>	<b>Duration</b>
Design Development	8 wks + 3 wks Review – July 15 thru Sept 27 2024
60% CDs (Phase 1 scope only)	6 wks + 3 wks Review – Sept 30 thru Dec 13 2024
95% CDs (Phase 1)	6 wks - Dec.15 – Jan. 31 (excl xmas week) 2024
Permitting	4 wks – Feb 3 thru Feb 28 2025
100% CDs (Phase 1)	4 wks + 4 wks review/backcheck Mar 3 thru Mar 28 2025
Bid / Award Support	45-day bid + 6 wks award/contract Mar 28 thru June 27 2025
Construction Support	365 days – June 30 2025 thru June 30 2026
Project Closeout	6 wks – July 1 thru August 12 2026

**Vendor #:** 002811

**SHIP TO:** CITY OF GOLETA  
130 CREMONA DRIVE, SUITE B  
GOLETA, CA 93117

<b>PO Description:</b> PROJECT - Stow Grove Park Renovation
<b>Detailed Description:</b> Professional Design Services for the development of construction plans and specifications for phase one of the Stow Grove Park Renovation (CIP 9074).

<b>SUBTOTAL:</b>	516,720.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	516,720.00





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cavnagac 451 A Street, Suite 1800 San Diego CA 92101	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C No. Ext):</b> 619-744-0574 <b>E-MAIL ADDRESS:</b> certificates@cavnagac.com		<b>FAX (A/C, No):</b> 619-234-8601
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> KTU&A 3916 NORMAL ST San Diego, CA 92103	<b>INSURER A:</b> Travelers Property Casualty Company of America		<b>NAIC #</b> 25674
	<b>INSURER B:</b> Berkley Insurance Company		32603
	<b>INSURER C:</b> Travelers Indemnity Co of Conn		25682
	<b>INSURER D:</b> Hartford Casualty Insurance Co		29424
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

## COVERAGES

**CERTIFICATE NUMBER:** 71944268

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liab <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		6801H979452	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
<div style="border: 1px solid green; padding: 5px; display: inline-block;"> <b>APPROVED</b>            By Sandra Rodriguez at 2:31 pm, Jul 08, 2024         </div> <div style="font-size: 2em; margin-left: 20px;">SR</div>							
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NoOwnedAutos	Y		BA2S035976	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	72WEGGG6436	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			AEC907008508	9/1/2023	9/1/2024	Each Claim \$5,000,000 Aggregate \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Stow Grove Park Renovation. Additional Insured coverage applies to General Liability and Automobile Liability for City of Goleta, its employees, officials, agents and member agencies per policy form. Primary coverage applies to General Liability and Automobile Liability per policy form. Professional Liability - Claims made form, defense costs included within limit. If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium they will provide 30 days notice of such cancellation or nonrenewal.

## CERTIFICATE HOLDER

## CANCELLATION

City of Goleta  
 City Hall -130 Cremona Drive, Suite B  
 Goleta, CA 93117

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Policy #BA2S035976

COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

**PROVISIONS****A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your



Policy #BA2S035976

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

## COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

Policy #BA2S035976

## COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**4. Loss Payment – Physical Damage Coverages**

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

**5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. General Conditions**

**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

**2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

**3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

**5. Other Insurance**

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**6. Premium Audit**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**CG D3 61 03 05**

Copyright 2005 The St. Paul Travelers Companies, Inc. All rights reserved.

CG T8 02 09 23 Includes copyrighted material of Insurance Services Office, Inc. with its permission.

DATE OF ISSUE: 07/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

#### **Location And Description Of Completed Operations**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Policy Nymber: 6801H979452

## COMMERCIAL GENERAL LIABILITY

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
- For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
- Sale Of Pharmaceuticals**
- "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
5. The following is added to the **DEFINITIONS** Section:
- "Incidental medical services" means:
- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
  - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
- This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
- a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
  - b. "Personal and advertising injury" caused by an offense that is committed;
- subsequent to the signing of that contract or agreement.



## COMMERCIAL GENERAL LIABILITY

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.



POLICY NUMBER: BA-2S035976-23-47-G

ISSUE DATE: 07-18-23

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE****CANCELLATION:** Number of Days Notice: 30**WHEN WE DO NOT RENEW (Nonrenewal):** Number of Days Notice: 30**PERSON OR ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

**ADDRESS:**

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

**PROVISIONS**

- A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

POLICY NUMBER: 680-1H979452-23-47

ISSUE DATE: 07/18/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE****CANCELLATION:** **Number of Days Notice:** 30**WHEN WE DO NOT RENEW (Nonrenewal):** **Number of Days Notice:** 30**PERSON OR****ORGANIZATION:** CONTINUE ON IL T8 00**ADDRESS:** CONTINUE ON IL T8 00  
SAN DIEGO CA 92103**PROVISIONS**

**A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

**B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

Notice of Cancellation to Certificate Holder(s) Endorsement

In consideration of the premium paid for this Policy, it is understood and agreed that Section VII, Conditions, H. Notice of Cancellation, is amended by adding the following provision:

In the event this Policy is to be cancelled by you or by us, we agree to give thirty (30) days prior notice to the certificate holder(s) with mailing addresses on file with the agent of record.

This provision does not apply if cancellation is due to nonpayment of premiums to us or to a finance company authorized to cancel this Policy.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to the **Policy Period** stated in Declarations, Item 2.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us or our agents or representatives.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured KTU&A Planning & Landscape Architecture		Policy Number AEC-9070085-08
Effective Date of This Endorsement 09/01/2023	Authorized Representative	



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

**Policy Number:** 72 WEG GG6436

**Endorsement Number:**

**Effective Date:** 09/01/23

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** KTU&A, KTU&A, Inc. and KTU&A Planning & Landscape Architecture  
3916 NORMAL ST  
SAN DIEGO CA 92103

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

## **ATTACHMENT 2**

Amendment No. 1 to Agreement No. 2024-064 with KTU&A for Stow Grove Park Renovation

**AMENDMENT NO. 1  
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
KTU&A**

This **Amendment No. 1** to the Professional Design Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **KTU&A** ("Consultant") dated June 18, 2024 ("Agreement," Agreement No. 2024-064) is made on this \_\_\_\_ day of \_\_\_\_\_, 2025.

**SECTION A. RECITALS**

1. This Agreement is for the professional design services for the development of construction documents for the renovation of Stow Grove Park; and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$516,720; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$65,854 for expanded scope of work; and
4. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
5. The parties desire to amend Exhibit A by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and
6. The Agreement currently provides in Exhibit B entitled "Schedule of Fees" the hourly rates; and
7. The parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and
8. The City Council approved this Amendment No. 1, on this \_\_\_\_ day of \_\_\_\_\_, 2025.

## SECTION B. AMENDED TERMS

**Now therefore** City and Consultant agree that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$65,854 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of **\$582,574** (herein "not-to-exceed amount") and shall be earned as the work progresses.

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2027, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. This Agreement is amended to delete and replace in its entirety:

**Exhibit A "Scope of Work"** with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.

3. This Agreement is amended to delete and replace in its entirety:

**Exhibit B "Schedule of Fees"** with **Exhibit B-1 "Schedule of Fees"** attached hereto and incorporated herein.

4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

**In concurrence and witness whereof**, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

**CONSULTANT**

\_\_\_\_\_  
Robert Nisbet, City Manager

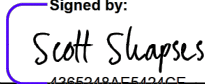
\_\_\_\_\_  
Chris Langdon, Principal, President

**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk

\_\_\_\_\_  
Mark Carpenter, Principal, Treasurer

**APPROVED AS TO FORM:**  
ISAAC ROSEN, CITY ATTORNEY

Signed by:  
  
\_\_\_\_\_  
43865248AE5424GE...  
Scott Shapses, Deputy City Attorney



## **EXHIBIT A-1**

### **Scope of Work**

#### **KTUA&A SCOPE OF WORK FOR STOW GROVE PARK RENOVATION**

##### **TASK 1 – DESIGN DEVELOPMENT**

The KTUA team will attend a project kickoff meeting with City staff and conduct a site visit with key design subconsultants to investigate and familiarize us with the existing site. An updated aerial topographic survey and underground utility survey will be prepared. The topographic survey will include all existing site improvements and the topography survey will be supplemented with ground survey in areas where the aerial survey is obstructed. Current existing trees will be mapped on the survey. We will prepare Design Development level plans and outline specifications for all aspects of the full park site design scope. Buildings/structures included in the Design Development package will include the new pre-fab restroom and the existing restroom improvements. A Design Development level construction cost estimate will be prepared. KTUA will work with the City to evaluate the DD cost estimate and begin to develop a phasing plan to identify the phasing plan for three separate implementation phases. We will coordinate the geotechnical investigations and begin the investigation process once all boring locations are identified. KTUA also understands that our design team will need to coordinate and work with the City's selected play equipment manufacturer to coordinate the play equipment and surfacing design to be provided by the equipment manufacturer, so that the play improvements are integrated seamlessly into the park design. KTUA assumes our design team is responsible for all site infrastructure and surrounding hardscape/paving, grading, and drainage needed to support the new play area and that the selected play equipment design will be integrated into the KTUA prepared construction documents.

##### **Optional Concept Design – Existing Caretakers Cottage Improvements**

KTUA and our architect, PWA will prepare concept level design drawings for the caretaker cottage improvements. The concept will include assumptions for necessary ADA upgrades, fixture upgrades, exterior and interior finishes, siding, and roof improvements. Concept design will include floorplans, elevations, and simple 3-D models. Scope has been included for cost estimating the Concept Design.

##### **Optional Butterfly Roost Impacts Analysis**

Our Environmental consultant, Rincon Environmental will provide the design team with insight and guidance regarding primarily Monarch Roosting habitat within the park to ensure potential impacts are avoided and minimized to the maximum extent feasible. If needed, they will review the park improvements at the Construction Document phases to confirm the scale of potential impacts to Monarch Roosting habitat and mature trees is within the limits identified in the Initial Study-Mitigated Negative Declaration developed for the project.

## **Coordination Meetings**

The KTUA team will participate in a virtual project kickoff meeting, a site visit, and two (2) virtual coordination meetings with the City.

### **Task 1 Deliverables**

- Kickoff meeting agenda and meeting minutes
- Design Development documents and outline specifications
- Design Development level cost estimate
- Phasing Plan
- Geotechnical Investigations and Report

### **Task 1 Meetings**

- Kickoff Meeting (virtual)
- Site Visit
- Coordination Meetings with City – 2 (virtual)

## **TASK 2 – CONSTRUCTION DOCUMENTS**

Upon approval of the Design Development documents, the KTUA team will begin to advance the drawings for the identified Phase 1 Scope into more developed and refined construction documents progressing through iterative design deliverable stages that will include: 60%, 95%, and 100% Final Construction Documents. Each milestone advancement will build on the previous milestone's progress. City and permitting agency review comments will be incorporated at each milestone and a comprehensive set of comment responses will accompany each milestone submittal. The 95% documents will be used for the first City Building Division permit review cycle. KTUA has included a certified CASp review consultant to review the plans for access code compliance. The CASp consultant will work with the design team throughout the design process to coordinate design and ensure access compliance. A preliminary CASp review letter will be provided with the 95% Building Dept. submittal. Once comments are received from the 95% review cycle, the KTUA team will address all City and Building Dept. comments as well as address any outstanding access compliance issues with our CASp consultant. A 100% resubmittal will most likely be required back the Building Dept. to satisfy all comment revisions for permitting. A final CASp certification letter will be provided at 100%. KTUA will assemble the final 100% bid set deliverables to the City after successful completion of the Building Dept. review.

## **Coordination Meetings**

KTUA will participate in up to four (4) virtual coordination meetings with the City. KTUA will participate in a Construction Review Meeting with the City if required.

### **Task 2 Deliverables**

- 60%, 95%, 100% Final design deliverables
- Technical Specifications, Reports, and Calculations associated with the construction documents

- Cost estimates at 60%, and 100%
- Comment responses for each milestone resubmittal
- CASp certification letters at 95% and 100%
- Stormwater SWQMP

### **Task 2 Meetings**

- Coordination meetings with City – 4 (virtual)
- Participation in a Construction Review Meeting if required

### **TASK 3 – PERMITTING**

The KTUA team will prepare construction documents submittals as outlined in Task 4. The 95% and 100% document milestones will be used for Building Department permit review. KTUA will coordinate with City staff and permitting agencies as needed to help facilitate the review and approval process for the plan check process. KTUA understands the City will be responsible for submission of the permit application and associated plan check fees.

### **Coordination Meetings**

Coordination meetings with City staff and permit agency staff as needed.

### **Task 3 Deliverables**

- Permit plan check submittals at 95% and 100%
- Plan check corrections and clarifications
- Permit plan check comment responses

### **Task 3 Meetings**

- Coordination meetings with City staff and permit agency staff as needed

### **TASK 4 – BIDDING AND AWARD SUPPORT**

KTUA will assist City staff with obtaining City Council approval to bid the Phase 1 plans and specifications as well as assist with compiling the final contract documents and bid package. KTUA will participate in a pre-bid job walk with the bidding contractors, answer RFIs, provide clarifications, and produce addenda exhibits as needed during the bidding process. At the completion of the bid process, the KTUA team will prepare a Conformed set of CDs to include all clarifications and changes identified during the bid process.

### **Task 4 Deliverables**

- RFI responses and clarifications
- Bid addenda if needed
- Conformed construction documents for construction

### **Task 4 Meetings**

- Pre-Bid job walk

## **TASK 5 – CONSTRUCTION SUPPORT SERVICES**

The KTUA team will provide construction support services throughout the duration of the construction period. KTUA will attend a pre-construction site meeting at the initiation of the selected contractor's NTP. The KTUA team will provide submittal reviews and comments, review of the construction schedule, clarifications and responses to RFIs, and change order reviews. KTUA will coordinate with the City's selected playground equipment vendor during construction and installation of the play equipment. During construction, the KTUA team will provide six (6) site observation visits. Each visit will be followed-up by a site observation report outlining all observations and coordination that occurred during the visit. At the completion of construction, the KTUA team will conduct a punch walk to identify all corrective items prior to the contractor initiating their landscape maintenance and establishment period. A final punch walk will be conducted at the completion of the maintenance period to clear previous punch list items and identify any remaining corrective items.

### **Task 5 Deliverables**

- Submittal reviews and approvals
- RFI responses and clarifications
- Construction changes if needed
- Site Observation Reports (KTUA: 6; Anacapa: 1)
- Pre-Final and Final Punchlist walks

### **Task 5 Meetings**

- Pre-Construction site meeting
- Site Observations
- Pre-Final punch walk
- Final punch walk

## **TASK 6 – PROJECT CLOSEOUT SERVICES**

KTUA will assist the City with project closeout services to include review of final owner's manuals and data compiled by the contractor for turnover to the City. The KTUA team will review contractor provide redline as-builts for completeness and accuracy. Upon review of the contractor's redlines, the KTUA team will prepare final record drawings for the project in AutoCAD format.

### **Task 6 Deliverables**

- Contractor redline as-builts review comments
- Final Record Drawings prepared in AutoCAD (pdf and (4) 22 x 34 hardcopy sets)
- Bid addenda

### **Task 6 Meetings**

- N/A

## **PHASE I EXPANSION SCOPE OF WORK**

- DG path and picnic area paving design and layout within Area 'A' for an additional accessible connection from the existing sidewalk bisecting the park to the south, including a small picnic area, a secondary connection to the playground.
- Small picnic area within Area 'A' to be included in scope for proposed site furnishings and the accessible layout.
- Concrete pedestrian connection design within Area 'A' for additional connection to playground from the DG path to the west.
- Planting design for proposed planting areas within Area 'A' west of the playground, as well as planting areas for understory planting in pockets beneath existing trees to remain east of the playground to the property line, and mulch designation for areas identified as existing trees to be protected west of the proposed DG path and playground.
- Irrigation design for the proposed planting areas identified in Area 'A' including new irrigation within proposed planting areas west of the playground, understory planting and irrigation of existing trees east of the playground to the property line, and new irrigation equipment and notes to connect new system and valve(s) to existing irrigation spray heads and lateral lines within existing trees to be protected in order to upgrade the area to the new irrigation system without damaging roots with excessive trenching activities.
- One additional site investigation and photo documentation of existing buildings to be demolished within Area 'B' in order to inform Architectural and Civil Engineering Demolition Plans for the Caretaker Cottage and Garage.
- Landscape Plans within Area 'B' will provide mulch designated areas for the areas including the demolished Caretaker Cottage and Garage.
- DG path design and layout within Area 'C' around the perimeter of the Redwood Grove, including the design for an area of temporary DG path at the pedestrian entrance to the park from the southeast corner of the parking lot. The temporary DG path is proposed to be replaced during Phase 2 (DD Plans currently propose a low maintenance, decorative concrete pathway for accessible connections to the group picnic areas.)
- Permitting comments associated with new add serve scope areas A, B and C.
- RFIs, clarifications and adjustments as it relates to bid addenda or conformed set during project bidding for the Bid/Award Support Phase associated with new add serve scope areas A, B and C.

- RFIs, submittals, coordination of additional design team submittals, and additional time at site walks in the Construction Support Phase associated with new add serve scope areas A, B and C.
- As built drawing review and Final record drawings for the Project Closeout Phase associated with new add serve scope areas A, B and C.

### **Anacapa Civil Engineering**

- Grading and Drainage Plan of the proposed DG path west of the playground for accessibility and connection to the existing sidewalk bisecting the park to the south, as well as the new pedestrian connection to the west side of the playground and grading proposed planting areas between the path and the playground in Area 'A'.
- Supporting Details will be provided for additional scope within Area 'A'.
- Horizontal Control Plan to include the new DG path and playground connection in Area 'A'.
- Demolition Plan to expand within new scope areas in Area 'A'.
- Grading and Drainage Plan and combined Stormwater BMP plans for the Caretaker Cottage and Garage of Area 'B'.
- Horizontal Control Plan to be included in Area 'B'.
- Demolition Plan to include the demolition of site elements and utilities for the demolition of the Caretaker Cottage and Garage in Area 'B'.
- Grading and Drainage Plan of the proposed accessible DG Path around the perimeter of the redwood grove in Area 'C'.
- Supporting Details will be provided for additional scope within Area 'C'.
- Horizontal Control Plan to include the new DG path around the redwood groves in Area 'C'.
- Demolition Plan will include the new scope for the proposed DG pathway around the perimeter of the redwood groves in Area 'C'.

### **Platt Whitelaw Architects**

- Architectural Demolition Plans to be provided for the Caretaker Cottage and Garage buildings within the scope for Area 'B'.

Specifications to be provided for demolition and hazardous materials abatement as identified in the 2017 report identifying materials with lead and asbestos.

EXHIBIT B-1

SCHEDULE OF FEES

TOTAL BASIC SERVICES (Not including Reimbursables):

1.	KTUA: Landscape Architecture	\$ 174,130
2.	Platt Whitelaw (PWA): Architecture	\$ 48,810
3.	Anacapa: Civil Engineering	\$ 133,500
4.	Anacapa: Structural Engineering	\$ 3,100
5.	Anacapa: Electrical Engineering	\$ 40,300
6.	Soils Engineering Inc.	\$ 17,300
7.	Base Consulting Group	\$ 72,114
8.	Cumming	\$ 39,230
9.	US Access	\$ 7,920
TOTAL BASIC SERVICES FEE TOTAL		\$ 536,404
REIMBURSABLE COSTS FOR PRINTING, MILEAGE		\$ 1,590
TOTAL INCLUDING REIMBURSABLES		\$ 537,994
Optional Scope: Caretaker Cottage Concept Design (PWA)		\$ 14,848
Optional Scope: Caretaker Cottage Cost Est. (Cumming)		\$ 5,440
Optional Scope: Butterfly Roosting Impacts (Rincon)		\$ 24,292
OPTIONAL SCOPE TOTAL		\$44,580
<b>TOTAL NOT TO EXCEED:</b>		<b>\$582,574</b>

Breakdown by Tasks:

TASK 1 – DESIGN DEVELOPMENT

1.	KTUA Landscape Architecture	\$ 50,070
2.	Platt Whitelaw Architects	\$ 29,246
3.	Anacapa: Civil Engineering	\$ 17,650
4.	Anacapa: Structural Engineering	\$ 3,100
5.	Anacapa: Electrical Engineering	\$ 10,500
6.	Soils Engineering Inc.	\$ 17,300
7.	Base Consulting Group	\$ 72,114
8.	Cumming	\$ 10,630
Total		\$ 210,610

Optional Scope: Caretaker Cottage Design Cost Estimate (Cummings)	\$5,440
Optional Scope: Caretaker Cottage Concept Design (PWA)	\$ 14,848
Optional Scope: Butterfly Roosting Impacts (Rincon)	\$ 24,292
(Time & Materials Not to Exceed) Total Optional	\$44,580

#### TASK 2A – 60% CONSTRUCTION DOCUMENTS

1.	KTUA Landscape Architecture	\$ 32,989
2.	Anacapa: Civil Engineering	\$ 39,600
3.	Anacapa: Electrical Engineering	\$ 11,000
4.	Cumming	\$ 12,585
5.	US Access	\$ 1,760
6.	Platt Whitelaw Architects	\$ 4,836
	Total	\$ 102,770

#### TASK 2B – 95% CONSTRUCTION DOCUMENTS

1.	KTUA Landscape Architecture	\$ 25,146
2.	Anacapa: Civil Engineering	\$ 27,700
3.	Anacapa: Electrical Engineering	\$ 3,300
4.	Cumming	\$ 9,805
5.	US Access	\$ 2,640
6.	Platt Whitelaw Architects	\$ 4,836
	Total	\$ 73,427

#### TASK 2C – 100% FINAL CONSTRUCTION DOCUMENTS

1.	KTUA Landscape Architecture	\$ 17,261
2.	Anacapa: Civil Engineering	\$ 12,800
3.	Anacapa: Electrical Engineering	\$ 4,600
4.	Cumming	\$ 6,210
5.	US Access	\$ 3,520
7.	Platt Whitelaw Architects	\$ 4,836
	Total	\$ 49,227

#### TASK 3 – PERMITTING

1.	KTUA Landscape Architecture	\$ 4,872
2.	Anacapa: Civil Engineering	\$ 8,700
3.	Anacapa: Electrical Engineering	\$ 3,100
	Total	\$ 16,672



TASK 4 – BID SUPPORT

1.	KTUA Landscape Architecture	\$ 11,367
2.	Anacapa: Civil Engineering	\$ 9,600
3.	Anacapa: Electrical Engineering	\$ 3,100
4.	Platt Whitelaw Architects	\$ 680
Total		\$ 24,747

TASK 5 – CONSTRUCTION ADMINISTRATION

1.	KTUA Landscape Architecture	\$ 26,281
2.	Anacapa: Civil Engineering	\$ 11,550
3.	Anacapa: Electrical Engineering	\$ 2,300
4.	Platt Whitelaw Architects	\$ 3,420
Total		\$ 43,551

TASK 6 – PROJECT CLOSEOUT

1.	KTUA Landscape Architecture	\$ 6,144
2.	Anacapa: Civil Engineering	\$ 5,900
3.	Anacapa: Electrical Engineering	\$ 2,400
4.	Platt Whitelaw Architects	\$ 956
Total		\$ 15,400

REIMBURSABLE COSTS

- A reimbursable allowance of \$1,500 has been identified for printing/delivery of hard copy deliverables.
- Travel and mileage costs for team members are included in the lump sum design fees.
- Reimbursables for site investigation mileage: \$ 90.00

EXCLUSIONS

The following services are not included in the KTUA Design Team’s Fees:

- Site Electrical and Lighting Design (At this time, site lighting scope is not identified) Electrical scope is limited to pedestrian entries at Design Development, and electrical service to new pre-fab restroom at Phase 1 Construction Documents.
- Structural design is limited to the Design Development phase that covers all proposed park improvements. It is anticipated that no structural design is needed for the Phase 1 Improvements.

- Structural Design for the pre-fab restroom and foundation will be provided by the restroom manufacturer through deferred submittals.
- Environmental studies, services, permits and/or documentation.
- Fees
- Meetings not specified in the above Scope of Work
- Environmental sampling and testing of the subsurface soils and groundwater is not included with the scope of this proposal.
- Any required monitoring permits, aside from the boring permit are not included with the scope of this proposal.
- SWPPP Preparation
- Hydrology Study
- Title Report
- Easement Plats or Legal Descriptions
- Potholing
- Franchise Utility Design and Coordination
- Plans for any improvements not specifically described in the Scope of Work
- Any applicable taxes
- Any other services not specifically set forth in the above Scope of Work

#### **ASSUMPTIONS AND EXCLUSIONS:**

- Permitting submittals and fees are not included.
- Any plans or services not explicitly set forth in the above scope of work are excluded.
- Irrigation design within the redwood grove is excluded. It is assumed that the existing irrigation spray radius/distance can be reduced to accommodate the proposed pathway.
- Design of interpretive signage is not in scope.
- The exploration of alternative design options is not included in the scope.
- Hazmat scope is based on the report dated 6/8/2017 by FCG Environmental. One site visit is scoped by KTUA to further review the newly planned demolition of the Caretaker Cottage and Garage buildings. Additional site visits, if requested or determined required by the client, shall be charged to the client at an hourly rate for the time required, and the reimbursable mileage cost, at the current federal mileage rate (2025 rate: \$0.70 / mi) for costs from San Diego or Santa Maria as required.

**KTUA HOURLY RATES**

Senior Principal	\$205
Principal	\$190
Senior Associate II	\$175
Senior Associate I	\$155
Associate II	\$145
Associate I	\$135
Senior Designer/Planner II	\$125
Senior Designer/Planner	\$115
Designer/Planner	\$105
Administration	\$85

- 1. Hourly rates include provisions for normal overhead costs including fringe benefits, office rental, utilities, insurance, clerical services and equipment.
- 2. Reproduction, blueprinting, long distance telephone calls, travel outside of San Diego County, soil testing and other non-labor direct costs are billed at cost plus 15%.
- 3. Mileage outside of San Diego County will be billed at the approved IRS rate.

### **ATTACHMENT 3**

#### **Map of Expanded Scope of Work**

# Stow Grove Park Renovation Phase 1 Expansion Design Areas



Existing Phase 1  
Design Areas  
(Purple)

Proposed Phase  
1 Expansion  
Design Areas  
(Green)