



**TO:** Mayor and Councilmembers

**FROM:** Charles W. Ebeling, Public Works Director

**CONTACT:** James Winslow, Senior Project Engineer

**SUBJECT:** Revised Project Plans and Specifications and Award of Construction Contracts for the Old Town Sidewalk Improvement Project

**RECOMMENDATION:**

- A. Approve revised Plans and Specifications for the Old Town Sidewalks Improvement Project;
- B. Authorize the City Manager to execute a construction contract with Toro Enterprises, Inc. for the Old Town Sidewalk Improvement Project in an amount not to exceed \$3,158,750.30, subject to the requirements of the contract documents;
- C. Authorize the City Manager to approve contingency contract change orders for the Old Town Sidewalk Improvement Project in an amount not to exceed \$631,750;
- D. Authorize the City Manager to execute a consultant services agreement with Filippin Engineering, Inc., in an amount not-to-exceed \$430,295 for Construction Management, Inspection, and Testing Services for Old Town Sidewalk Improvement Project with a termination date of June 30, 2022;
- E. Authorize additional appropriations of \$400,000 from the Measure A Fund, \$450,000 from the GTIP Fund, and \$953,133 from General Fund Unassigned Fund Balance to the Old Town Sidewalk Improvement Project account; and
- F. Authorize the City Manager to execute Amendment No. 3 to Professional Design Services Agreement with MNS Engineers, Inc., for the Old Town Sidewalk Improvement Project for an additional compensation of \$25,000 for a total not-to-exceed amount of \$807,814.

**BACKGROUND:**

The Public Works Department, Capital Improvement Program (CIP) team has been working on the Old Town Sidewalk Improvement Project (Sidewalk Project), CIP No. 9031, to install a sidewalk on at least one side of each street throughout the residential areas of Old Town. Old Town has aging infrastructure that includes narrow streets, limited

and disconnected sidewalks, and access ramps that do not comply with current Americans with Disabilities Act (ADA) standards. The Sidewalk Project area includes the residential neighborhoods north of Hollister Avenue between Fairview Avenue and Mallard Avenue, plus an infill portion on the east side of Pine Avenue, south of Hollister Avenue (Attachment 1). The purpose of the Sidewalk Project is to improve pedestrian access and safety by constructing curb, gutter and sidewalk, upgrading access ramps to comply with current ADA standards, adding additional street lighting (by Southern California Edison), adding drainage improvements, and constructing angled parking in some areas.

The City received an Active Transportation Program grant in the amount of \$2.224 million with City matching funds of \$555,000. The grant request was based on an estimated construction and construction inspection costs of approximately \$2.15 million.

Addressing pedestrian access issues in Old Town is a City Council priority. Public Works has brought this item before Council on numerous occasions. The most recent opportunity for City Council to hear about the Sidewalk Project was on October 1, 2019, when Council approved the plans and specifications and authorized staff to advertise a notice inviting bids for the Sidewalk Project. A table outlining the history of Council and City actions on the project is provided as Attachment 2.

## **DISCUSSION:**

### Bid Documents

Public Works staff previously completed the conceptual design phase of the project followed by completion of environmental approval. Staff recently completed the final design phase of the project and on October 1, 2019, Council approved the Sidewalk Project plans and specifications and authorized Public Works to advertise a notice inviting bids for the construction phase of the project. During the bidding process, Public Works issued two addenda. The addenda clarified minor items and questions from bidders. These minor changes included clarifying the order-of-work on the streets, the time constraints for driveway access restrictions, extending the bid opening date one week to November 7, 2019, and updating the base bid schedule.

Public Works also switched from permeable asphalt to pervious concrete pavement in the angled parking area for constructability reasons. The team has experience working with pervious concrete—with the material being used for construction in parts of both the City and County of Santa Barbara. Throughout the design process, Public Works and the design team continued to implement best practices and direction Council and the community provided through past meetings. As stated in the past Council meetings, no private property is needed for the construction of the project.

Public Works is recommending Council approve the revised plans and specifications for the Sidewalk Project pursuant to Goleta Municipal Code section 3.05.200. The plans and specifications consist of the plan sheets, bid documents, the City's General Provisions, Project Special Provisions, and Addendum Numbers 1 and 2. The specifications incorporate by reference the Caltrans Standard Specifications 2015 edition, the Caltrans

2015 Standard Plans, Occupational Safety and Health Administration (OSHA) regulations (the Construction Safety Orders), the Manual of Uniform Traffic Control Devices (MUTCD), and the Caltrans Construction Manual. In an effort to conserve paper and in keeping with the City's green philosophy, these documents are not attached to the report but instead are available for review in the City Clerk's office and online at <http://www.cityofgoleta.org/i-want-to/view/city-bid-opportunities>.

Contract Bids and Recommended Award

The Public Works Department solicited competitive bids for construction of the Sidewalk Project in the Santa Barbara Independent on October 10 and 17, 2019, and posted the contract documents on the City's website and Construction Bidboard (eBidboard). Public Works issued Addendum Numbers 1 and 2 on October 25 and 29, 2019, respectively. The sealed bids were opened at City Hall on Thursday, November 7, 2019. The City received a total of three bids. The bids received were all at least 30% higher than the engineer's estimate but within approximately \$200,000 of each other. A summary of the bids received is shown in the table below.

<b>Contractor</b>	<b>City</b>	<b>Bid Amount</b>
Toro Enterprises, Inc.	Oxnard	\$3,158,750.30
Granite Construction	Santa Barbara	\$3,367,618.00
Lash Construction, Inc.	Santa Barbara	\$3,393,974.00

The apparent low bidder is Toro Enterprises, Inc. (Toro). Public Works has reviewed the bid, investigated the contractor, and has determined Toro to be responsive to the bid solicitation. Toro's low bid is approximately 30% higher (\$731,056) than the engineer's estimate of \$2,427,694. Public Works accounted for some of the initial Sidewalk Project budgetary increases and the costs are reflected in the engineers estimate at the time of bidding. This includes the additional scope to repave the streets to the opposite side of the street, relocate the trees that could be reasonably relocated in the project area, and incorporate Regional Water Quality Control Board Stormwater Post Construction Requirements (PCR) for pervious pavement, biofilters, and landscape bio-retention areas. These Post Construction Requirements are required when removing and replacing asphalt and base along with expansion areas such as parking and sidewalks.

As mentioned above the bids received are approximately 30% higher than the engineer's estimate. After closely reviewing the bids, staff identified the following items as potential reasons for the cost differential:

- Construction Constraints: Staff included project restrictions and constraints in the contact documents to implement control measures on the contractor, such as phasing construction to one block at a time, establishing work area timeframes, and limiting driveway closures to seven calendar days. These project controls and constraints were included to minimize impacts and delays to the area residents and businesses. Additional construction restrictions included tight confines of the area, the high population density, and parking challenges.
- Construction Coordination: The complexity and uncertainty of coordinating the Temporary Construction Easements and private encroachment potential issues

with property owners and residents could have factored into higher bid prices. Additionally, the contractor is required to coordinate several utility relocations and adjustments required during construction. Bidders typically increase bids prices to cover the risk of potential unknown costs and delays.

- Bidding climate: The existing bidding climate does not appear to be particularly competitive. The design consultant and Caltrans have seen a significant increase in bid prices due to the large number of available projects and contractors already engaged on other projects.

Based on the items identified above and given that we received bids from three (3) Contractors with a significant amount of related construction experience, Public Works believes the bid costs received are appropriate for the proposed work. Therefore, Public Works recommends that Council award a construction contract for the Sidewalk Project to Toro. A proposed contract with Toro in the amount of \$3,158,750.30 is included as Attachment 3. Public Works is also requesting that the City Manager be given authority to approve contract change orders up to \$631,750 above the bid price. Public Works is requesting a 20% (\$631,750) contract contingency due to the complexity of the project, the density of the neighborhood, utility coordination, and the public engagement required to be successful.

### Construction Management

For Construction Management, Inspection and Testing, Public Works recommends Council authorize the City Manager to execute a professional design services agreement with Filippin engineering, Inc. (Filippin) in a not-to-exceed amount of \$430,295 (Attachment 4).

Filippin is listed on the City's pre-approved on-call list of consultants, resulting from a Qualification Based Selection (QBS) process. Public Works is recommending Filippin due to their considerable experience in managing similar projects in accordance with the Caltrans Construction Manual. Filippin has not participated in the planning or design phases of the Project.

### Amendment No. 3 to Agreement No. 2017-024 (Attachment 5)

On May 2, 2017, Council authorized an agreement for Professional Design Services Contract with MNS for professional design, environmental, right-of-way and public outreach services for the Old Town Sidewalk Improvement Project (Attachment 7). On May 15, 2018, Council authorized Amendment No 1 (Attachment 7) to provide additional compensation and scope of work for MNS including: additional public meetings, public outreach support, survey of the right-of-way boundary lines, design of the additional back-in angled parking spaces, evaluation of the potential for one-way traffic along Mandarin Avenue, additional utility coordination, evaluation for potentially increasing the tree replacement above the required 1:1 ratio, and preparation of the addendum to the California Environmental Quality Act (CEQA) Mitigated Negative Declaration document. On October 1, 2019, Council authorized Amendment No. 2 (Attachment 7) which replaced Section 3, Compensation and Payment, in its entirety to match the Caltrans

requirement for Active Transportation Program (ATP) grants following the Federal method of compensation – Actual Cost-Plus-Fixed Fee.

Even though constructing the Sidewalk Project does not require taking any private property, there are approximately 100 private parcels where Temporary Construction Easements (TCEs) are identified. The TCEs allow the contractor to 1) remove private encroachments (per Council direction on March 6, 2018) that are in the public right-of-way and also straddle private property, 2) place the formwork to construct the sidewalk on the right-of-way line (removing the formwork after the sidewalk has cured), and/or 3) replace the sections of private driveways and walkways adjacent to the sidewalk to match grades and minimize potential tripping hazards. Securing the property owners signatures for the remaining 15 to 20 TCEs is taking more effort than originally anticipated. Hamner Jewell and Associates, Inc. (subconsultant to MNS for the right-of-way work) is assisting the City with the work. The additional compensation of \$25,000 will cover Hamner Jewell and Associate's work to secure the remaining TCEs for the project and provide the final project documentation. The TCEs are not required to consturct the sidewalk, but are desired to ensure the entire project is constructed to current design standards and for the benefit of the community.

Public Works is recommending increasing the contract authority by \$25,000 for a total not-to-exceed amount of \$807,814 for TCE and encroachment support services.

#### Next Steps and Public Outreach

Construction will start after Council authorizes the construction contract and the contract is executed. This is anticipated to occur in approximately late February to early March to avoid the rainy season. During construction there will be additional "construction timing" door hangers for each street also alerting the property owners and tenants of the upcoming work. The City's Contractor would remove and dispose of any encroachments remaining.

Public Works will continue to engage the community through individual meetings, team meetings through the ambassador program, and community mailings and outreach materials. This includes additional right-of-way meetings, mailers and fact sheets, post cards both mailed to residents in the project area and hand-delivered to each address, and Spanish-language outreach to local churches and radio. Material will continue to be provided in both English and Spanish.

#### **FISCAL IMPACTS:**

The total estimated construction cost for the Crosswalk Project is \$4,245,795, based on a \$3,158,750 bid, plus 20% contingencies, construction management, and additional right-of-way encroachment work. The estimates are shown in the following table.

Sidewalk Project Cost Estimates

<b>Project Components</b>	<b>Estimated Costs</b>	<b>Funding Sources</b>	<b>Funding Amounts (allocated and requested appropriations)</b>
Consultants (additional ROW support)	\$25,000	ATP Grant (318)	\$1,721,000
Construction	\$3,158,750	Measure A (205)	\$796,000
Contingency	\$631,750	GTIP (220)	\$775,662
Construction Management	\$430,295	General Fund Unassigned Fund Balance (101)	\$953,133
<b>Totals</b>	<b>\$4,245,795</b>	<b>Totals</b>	<b>\$4,245,795</b>

Sidewalk Project Funding

The FY 19/20 current budget for construction funds for this project is approximately \$2,442,662 available in the Active Transportation Program grant, Measure A, and Goleta Transportation Improvement Program (GTIP) funds. Additional funding of \$1,803,133 is needed to support the total estimated project construction costs of \$4,245,795.

To support the additional \$1,803,133 funding needed, Public Works is recommending additional funds from the Measure A, GTIP, and General Fund unassigned fund balances. Public Works recommends Council authorize a budget appropriation to the Sidewalk Project of \$400,000 from Measure A fund balance (Fund 205) to account number 205-5-9031-705, \$450,000 from the GTIP fund balance (Fund 220) to account number 220-5-9031-705, and \$951,133 from the General Fund Unassigned Fund Balance (Fund 101) to account number 101-5-9031-705. There are sufficient funds in the respective fund balances. Approximately \$7.7 million is available in General Fund Unassigned Fund Balance.

The table below summarizes the FY 19/20 project budget, requested appropriations and revised project budget amounts:

Old Town Sidewalk Project, Budget FY 2019/20					
Account	Fund Type	Adopted Budget FY 19/20	YTD Actual & Encumbrances	Requested Appropriations	Budget Balance FY 19/20
101-5-9031-705	General Fund	\$0	\$0	\$953,133	\$953,133
205-5-9031-702	Measure A	\$2,902	\$0	\$0	\$2,902
205-5-9031-704	Measure A	\$139,000	\$97,378	\$0	\$41,622
205-5-9031-705	Measure A	\$371,000	\$0	\$400,000	\$771,000
205-5-9031-706	Measure A	\$100,431	\$26,579	\$0	\$73,852
220-5-9031-704	GTIP	\$212,845	\$0	\$0	\$212,845
220-5-9031-705	GTIP	\$112,817	\$0	\$450,000	\$562,817
220-5-9031-706	GTIP	\$49,444	\$49,444	\$0	\$0
318-5-9031-705	ATP Grant	\$1,721,000	\$0	\$0	\$1,721,000
318-5-9031-706	ATP Grant	\$94,379	\$54,502	\$0	\$39,877
402-5-9031-706	CDBG	\$16,519	\$30,309	\$0	\$13,790CR
	<b>Total</b>	<b>\$2,820,337</b>	<b>\$258,212</b>	<b>\$1,803,133</b>	<b>\$4,364,601</b>

**ALTERNATIVES:**

The Council may choose not to re-approve or re-authorize the Plans and Specifications or award the construction contracts. Council can direct Public Works to re-bid the project. Public Works and the design team would need to prepare revised plans and specifications to reduce costs and issue a new notice advertising bids. This would require reducing some of the project controls and/or reducing the scope-of-work. This could result in more impacts to the public and incomplete pavement improvements. It should also be noted that removing street segments from improvements could jeopardize ATP grant funding and a reduced scope-of-work also may not meet the expectations the public may have developed through the project delivery process. Re-bidding the project, even with a reduced scope-of-work, does not guarantee reduced bid prices and bids could even come in higher. There is a funding deadline associated with the ATP grant funding, however the California Transportation Commission voted on December 5, 2019, to grant a one-time six (6) month time extension. The California Transportation Commission will not grant another time extension, so if the award of contract extends past this 6 month extension timeframe then the City would lose the ATP grant funding. This could be a problem if the project is re-bid and the City does not receive any responsive bids or if bids come in even higher than the initial bids received.


**Reviewed By:**

**Legal Review By:**

**Approved By:**

  
 Kristine Schmidt  
 Assistant City Manager

  
 Michael Jenkins  
 City Attorney

  
 Michelle Greene  
 City Manager

**ATTACHMENTS:**

1. Overview Map of the Old Town Sidewalk Improvement Project
2. Table Outlining the History of Council and City Actions on the Sidewalk Project
3. Construction Contract with Toro Enterprises, Inc.
4. Professional Services Agreement for Construction Management with Filippin Engineering, Inc.
5. Amendment No. 3 to a Professional Design Services Agreement with MNS Engineers, Inc. for the Old Town Sidewalk Improvement Project
6. Presentation Old Town Sidewalk Improvement Project
7. Agreement No 2017-024 and Amendment Nos. 1 and 2 for Professional Design Services between the City of Goleta and MNS Engineers, Inc. (available online only)



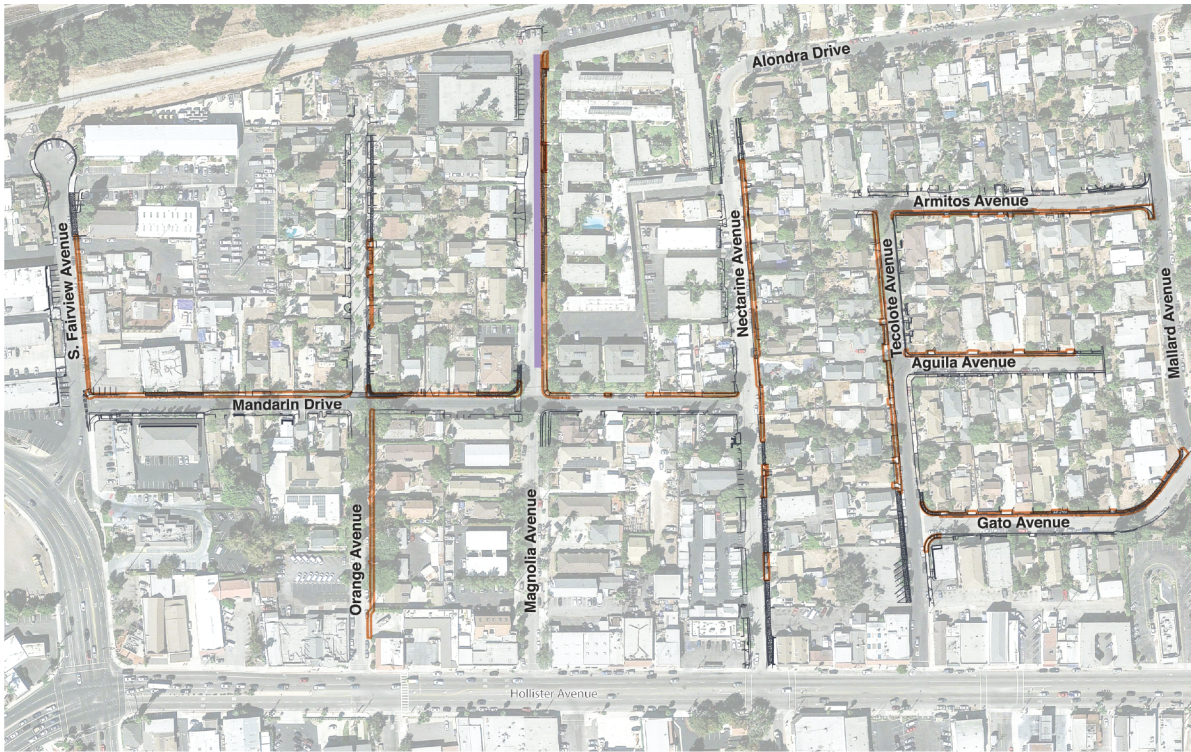
## **ATTACHMENT 1**

### **Overview Map of the Old Town Sidewalks Improvement Project**



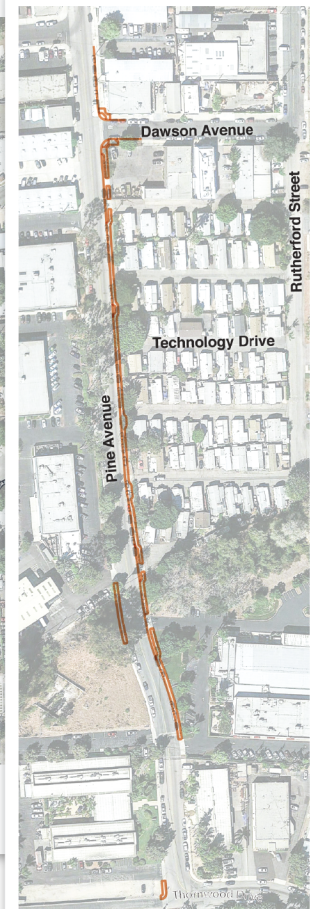
# WHERE

The map below shows sidewalk locations being considered by the project team. Final decisions will be made following neighborhood input, traffic studies, and environmental review.



OLD TOWN GOLETA

- PROPOSED SIDEWALKS
- EXISTING SIDEWALKS
- ANGLED PARKING (POTENTIAL)



PINE AVENUE

## TIMELINE



## SHARE YOUR THOUGHTS

Do you know of on-street issues that we should review? Please share your thoughts and observations with us during this period of design and traffic studies.

805.453.4050 • [sidewalks@cityofgoleta.org](mailto:sidewalks@cityofgoleta.org) • [www.cityofgoleta.org](http://www.cityofgoleta.org)



## **ATTACHMENT 2**

### **Table Outlining the History of Council and City Actions on the Project**



ATTACHMENT 2

Table Outlining History of Council and City Actions on the Old Town Sidewalk Project

<b>Date</b>	<b>Action</b>	<b>Firm</b>	<b>Description</b>
July 19, 2011	Council approved CDBG FY 2011-12 Action Plan	N/A	Listed the Project as a CIP Project with CDBG funding.
January 4, 2012	Professional Design Services Agreement, under \$30K	Cardenas and Associates Surveying	Survey Old Town sidewalks.
February 19, 2013	Council approved reallocating approximately \$280,000 from the Project to San Jose Creek Bike Path and Nectarine Park projects.	N/A	Rebalancing of CDBG funds to active projects based on staff allocated resources.
June 4, 2013	Council approved City's Two-Year Budget Plan FY 2013/14 & FY 2014/15	N/A	Listed the Project as CIP Project No. 9031
January 20, 2015	Council authorized a Professional Design Services Agreement	Cannon	Preliminary Engineering Design
December 7, 2016	California Transportation Commission (CTC) allocation	N/A	Allocate ATP funding for preliminary engineering/environmental phase
January 19, 2016	Council received a staff update on the Project	N/A	N/A
March 15, 2016	Council authorized Amendment to Professional Design Services Agreement for Preliminary Engineering	Cannon	Grant support services and incorporating the Pine Avenue south segment into the preliminary design.
May 2, 2017	Council authorized a Professional Design Services Agreement	MNS Engineers	Environmental, Design, Right-of-way, and Public Outreach services
August 30, 2017	Community Workshop		Community workshop at the GVCC – Environmental document.
November 7, 2017	Council adopted the Resolution for the Mitigated Negative Declaration	N/A	Adoption of CEQA document.
January 31, 2018	California Transportation Commission (CTC) allocation	N/A	Approved allocation of ATP funding for ROW and final design phases
March 6, 2018	Project Update to Council	N/A	Project update.
March 22, 2018	Community Workshop	N/A	Community workshop at the GVCC – update and street layouts.

ATTACHMENT 2

Table Outlining History of Council and City Actions on the Old Town Sidewalk Project

May 15, 2018	Amendment No. 1 to Professional Design Services Agreement No. 2017-034 with MNS Engineers	MNS Engineers	Council approved Amendment No. 1 increasing contract by \$186,814.
June 27, 2019	California Transportation Commission (CTC) approves construction funding allocation do \$1,721,000	N/A	Allocation of Active Transportation Program (ATP) grant construction funds.
October 1, 2019	Addendum to FMND; Amendment No. 2 to MNS Engineers Agreement No. 2017-034; Approve Plans and Specs; Authorize notice inviting bids	N/A	Approve Plans and Specs; Authorize notice inviting bids
Ongoing	Individual meetings with owners, tenants, and Project ambassadors	N/A	Ongoing community engagement for encroachments and project details.



**ATTACHMENT 3**

**Construction Contract with Toro Enterprises, Inc.**



**PUBLIC WORKS AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
TORO ENTERPRISES, INC.**

This Public Works Agreement (herein referred to as "AGREEMENT") is made and entered into this 17<sup>th</sup> day of December, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **CONTRACTOR** (hereinafter referred to as "CONTRACTOR").

**RECITALS**

**A.** Pursuant to the Notice Inviting Sealed Bids for the Old Town Sidewalk Improvement Project bids were received, publicly opened, and declared on the date specified in the notice.

**B.** On December 17, 2019, Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.

**C.** The City Council on this 17<sup>th</sup> day of December 2019, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT with CONTRACTOR for furnishing labor, equipment and material for the Old Town Sidewalk Improvement Project in the City of Goleta.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Old Town Sidewalk Improvement Project in the City of Goleta. The work shall be performed in accordance with the Plans and Specifications dated (and as generally described in the "Notice Inviting Bids," attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City's Manager's designee.
  
2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Goleta City Clerk's Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly

and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, and the Standard Specifications, in that order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within 252 calendar days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of \$1000 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.
5. PREVAILING WAGES:
  - A. Pursuant to Labor Code Sections §§1720 *et seq.*, including but not limited to sections 1771, 1774 and 1775, and as specified in Title 8, California Code of Regulations, Section 16000 *et seq.*, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
  - B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
  - C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5,

1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

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

- (1) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
- (2) When the number of apprentices in training in the area exceeds a ratio of one to five, or
- (3) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
- (4) When assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

Pursuant to Labor Code § 1776, CONTRACTOR shall comply with all Department of Industrial Relations registration requirements.

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

F. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

G. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards

and its branch offices.

- H. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.
6. LEGAL HOURS OF WORK: CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Except as provided by Labor Code Section 1815, the CONTRACTOR shall, as a penalty to the CITY, forfeit twenty five dollars (\$25) for each worker employed in the execution of the Contract by the CONTRACTOR or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 (commencing at Section 1810) of the California Labor Code.
7. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
8. CONTRACTOR'S LIABILITY: The CITY and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnitees against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

- a.** CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b.** CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.
- c.** In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

CONTRACTOR'S obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

9. THIRD PARTY CLAIMS: In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.
10. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
11. INSURANCE: With respect to performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.
12. ASSIGNMENT: This Agreement is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
13. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
14. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible



for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.

15. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Goleta business license, if required under CITY ordinance.
16. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
17. SEVERABILITY: If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.
18. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
19. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.

- 20. NOTICES:** All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

CITY OF GOLETA  
130 Cremona Drive, Suite B  
Goleta, CA 93117  
Attn: City Manager

CONTRACTOR  
Sean Castillo, President  
Toro Enterprises, Inc.  
2011 E. Ventura Boulevard  
Oxnard, CA 93036

- 21. DISPUTES:** Disputes arising from this contract will be determined in accordance with the contract documents.
- 22. NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
- 23. NO THIRD PARTY BENEFICIARY:** This Agreement and every provision herein is for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the CONTRACTOR's or the CITY's obligations under this Contract.
- 24. TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Contract Documents.
- 25. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES:** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile

transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

- 26. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Agreement will be in Santa Barbara County.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

This Agreement is executed on this 17<sup>th</sup> day of December 2019, at Goleta, California, and effective as of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF GOLETA:**

\_\_\_\_\_  
Michelle Greene, City Manager

**ATTEST:**

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

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Winnie Cai, Assistant City Attorney

**CONTRACTOR:**

\_\_\_\_\_  
Sean Castillo, President

State of California License No.

710580  
\_\_\_\_\_  
Department of Industrial Relations Registration  
No.

1000002410  
\_\_\_\_\_

Business Phone No.

805.483.4515  
\_\_\_\_\_

CONTRACTOR'S Emergency Phone No. at  
which contractor can be reached at any time

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **ATTACHMENT 4**

### **Professional Design Services Agreement for Construction Management with Filippin Engineering, Inc.**



**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
FILIPPIN ENGINEERING, INC.**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES (herein referred to as "AGREEMENT") is made and entered into this 17<sup>th</sup> day of December, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **FILIPPIN ENGINEERING, INC.**, (herein referred to as "CONSULTANT").

**WHEREAS**, the CITY has a need for professional construction management, inspection, and testing services for the Old Town Sidewalk Improvement Project; and

**WHEREAS**, 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

**WHEREAS**, CONSULTANT was approved by Council on December 20, 2016 and placed on a short list of pre-authorized consultants for engineering design services after review of a Request for Qualifications using the Qualifications-Based Selection; and

**WHEREAS**, the CITY procured these services in compliance with Goleta Municipal Code Section 3.05.240 by an evaluation process from proposals received from consultants on the pre-authorized qualified consultant list; and

**WHEREAS**, the City Council, on this 17<sup>th</sup> day of December 2019, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

**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 Construction Management, Materials Testing, and Inspection Services in conjunction with Old Town Sidewalk Improvement Project. Services shall generally include contract management, inspection services,

public engagement, reporting, and record keeping as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

### **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 \$430,295 (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, 2022, 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 the compensation exhibit. 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 James Winslow, Senior Project Engineer. 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, 2022**, 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 within the term of this Agreement.

## **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. Matt Davis, P.E. 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.

- NV5 West Inc., Materials Testing – Scott Moors, Project Manager
- WAGNER Utility Planning Services, Utility Coordination – Tom Wagner

## **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) 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) 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**

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

**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: Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO CONSULTANT: Attention: Kelly Wheeler, Vice President  
Filippin Engineering, Inc.  
354 S. Fairview Ave, Suite D  
Goleta, CA 93117

**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**

**CONSULTANT**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Gino Filippin, President

**ATTEST**

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

\_\_\_\_\_  
Kelly R. Wheeler, Vice President

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Winnie Cai, Assistant City Attorney



## **EXHIBIT A SCOPE OF WORK**

### **Task 1.0: PRE-CONSTRUCTION PHASE SERVICES**

**Kickoff Meeting** – The Consultant shall arrange and participate in the kickoff meeting to establish a Project Management Team (PMT) consisting of Consultant staff, City staff, utilities, and design consultant staff. The purpose of this meeting is to review the construction contract documents, clarify issues, establish public interaction, establish working relationships, and review and verify mutual understanding of contract administration issues.

**Review Contract Documents** – The Consultant shall review the construction contract and specifications to verify that obligations placed upon the contractor are consistent with the City’s needs and expectations and that these obligations are sufficient to allow the consultant to work effectively with the contractor in the City’s best interests.

**Conformed Set** – The Consultant shall review the construction plans and specifications and prepare a conformed set of documents – Plans and Specifications – that include the addendums, RFIs, Contractor’s bid proposal, and Contract.

**Contract Administration** – The Consultant shall establish record keeping, documentation, and contract administration systems that are consistent with the Caltrans Local Assistance Manual and meet the City’s requirements.

**Submittal Processing** – The Consultant shall establish, with the assistance of the Design Engineer, a list of the submittals that will be required of the contractor with due dates to support expected schedule activities and review those submittals.

**Preconstruction Conference** – A preconstruction conference shall be scheduled soon after the Notice to Proceed has been issued. The Consultant shall develop a preconstruction agenda and submit to the City for review a minimum of five (5) days prior to the preconstruction conference. All appropriate parties shall be invited, included the Contractor, City staff, other involved entities and utility companies. The Consultant shall review with the contractor, on an overall basis, the plans and specifications for the contractor’s work, and its interrelationship with other work that will take place in the construction vicinity, in an effort to gain the contractor’s full understanding of the Project.

The Consultant shall distribute meeting minutes to all parties in attendance. The meeting must include the contractor’s responsibility toward such items as:

- Safety/Traffic control
- Public relations
- Permit and environmental
- Site access
- Agreements
- Labor compliance

- Order of work
- Testing and Materials certification
- Weekly meetings
- Submittals and RFI's
- Quality control
- Stormwater pollution controls
- Procedures for handling extra work or change of conditions
- Establish partnering session work or change of conditions
- Schedule updates
- Progress pay requests
- Highlight any critical construction items specific to this project
- Dispute procedures

## **Task 2.0: CONSTRUCTION PHASE**

**Coordination of Contract Execution** – The City and the Consultant shall determine a mutually agreed upon time to mobilize the Consultant to the Project site and the Consultant shall mobilize the field inspector to the Project site as soon as construction is ready to begin. The Consultant shall implement the record keeping documentation and contract administration systems developed during the preconstruction phase.

**Project Communication and Coordination** – The Consultant shall be in charge of facilitating project communication and coordination with the City, the design engineer, emergency services, utilities, local business, property owners and residents, the contractor, and materials testing technicians throughout the construction phase. The weekly progress meetings will help the construction team to stay abreast of project issues and progress. A monthly progress report will be submitted to the City.

**Utilities** – The coordination with utility companies is crucial to delivering the project.

**Property owners and Tenants** – there are approximately 100 properties that have private encroachments into the public right-of-way. Coordination and clear, concise communication with the owners and tenants will also be extremely crucial to successfully delivering the project.

**Project Schedule** – The Consultant shall monitor the contractor's compliance with the agreed upon scheduling requirements.

**Submittal and Request For Information (RFI) Management** – The Consultant shall maintain a log of, and manage, shop drawings, samples, submittals, and RFI's in order to determine that:

1. All short-term look-ahead schedules contain critical submittal dates and the logs reflect the same;
2. Submittals from the contractor are received, logged, and processed timely;
3. Submittals are reviewed in a timely fashion by the appropriate reviewing body and returned to the contractor to minimize lost production time;

4. Logs are updated on a regular basis;
5. Shop drawings and SWPPP have been approved and returned before associated work begins;
6. Copies of all submittals, samples, and RFI's are maintained in the hard copy and electronic file.

**Change Order Management** – The Consultant shall review the Contractor's change orders to ensure that project issues are brought to the surface and addressed in a timely manner. The Consultant shall investigate all proposed change orders submitted by the contractor and ensure the City has agreed to the Contractor's change order. Change order submittals will include supporting records. The Consultant shall review necessary and desirable changes to the Project and advise the City's project manager of change order impacts. The Consultant shall:

1. Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
2. Maintain a change order log as a means to tracking change order proposals through the review and approval process. Consultant will establish files for potential change orders or claims so as to accumulate documentation should the issues result in a change order or claim.

**Quantity Calculations and Progress Estimates** – The Consultant shall ensure quantity calculations are complete, accurate and submitted each month to process the contractor's estimate. The Construction Inspector shall keep track of item quantities and any extra work performed and shall assist the Resident Engineer to ensure accurate and timely monthly estimates for the project. The Construction Inspector shall reach an agreement on daily quantities with the Contractor's foreman to identify potential disputes as soon as possible to the work in questions. The Consultant shall review the contractor's monthly Request for Payment and recommend approval for payment to the City.

**Construction Observation/Inspection** – The Consultant shall be responsible for inspection and documentation of all construction tasks including: detours; construction staging; traffic control; pedestrian and bicycle access; drainage; NPDES requirements; lane closures; and pavement delineation.

Site Documentation – Consultant shall take pre-construction site photos to document the existing condition of the project limits and any haul routes. The Consultant shall document construction as it progresses. All photos shall be logged and filed in the project files.

**Quality Assurance and Materials Testing** – The Consultant shall provide materials sampling and testing in accordance with the construction contract plans and specifications listed in the Quality Assurance Program (QAP). The Consultant shall maintain a file for all material testing reports and a log of all material testing performed and results.

**SWPP and Permits** – The Consultant shall monitor the construction and coordinate with permitting agencies to ensure all work items are performed in accordance with the permit requirements.

**Reporting and Record Keeping** – To accurately document the progress of the project and to assist in the management of its completion, The Consultant shall establish a file or record-keeping system in accordance with the City’s and Caltrans policies and procedures. A list of the more important items that will be required as part of the record-keeping system include, but are not limited to; Daily dairies, Meeting minutes, Correspondence, Plan submittals, Certificates of compliances, Records of material testing, Photo log, CCO log, Submittal log, Contact Change Orders, and NOPC’s. The Consultant shall be responsible to ensure the City has access to the most current electronic documents included in the Consultant’s record-keeping system.

**Safety** – The contractor has sole responsibility for compliance with safety requirements on the construction contract. The Consultant shall monitor the contractor’s compliance with its safety program and advise the City of observed deficiencies. The Construction Safety Orders, the Caltrans Safety Manual, and the contractor’s safety plan will guide the Consultant’s field safety monitoring program.

**Construction Progress Meetings** – The Consultant shall determine an appropriate schedule for conducting Project progress meetings. The meeting will provide a forum to discuss and resolve project issues early on and ensure it is maintained in a manageable state. Then meetings will include a discussion of the project status, the next items of work, and any coordination efforts that may be needed to keep the project moving forward. Additional special meetings may be required to address special issues and conditions.

• **Deliverables:**

- Track CCOs, extra work, supplemental work, project contingency balance
- Track shop drawing reviews and Requests for Information (RFI) from contractor with design consultants
- Prepare contractor progress payments per City format
- Labor Compliance
- Track materials incorporated into project
- Daily & Weekly Reports / Correspondence
- Maintain construction document files per LAPM
- Coordinate with City’s Public Information Officer
- Log of all Submittals/RFIs
- Prepare daily inspection reports in accordance with Caltrans Construction Manual.
- Provide roadway and structural inspections for the Project.
- Provide construction engineering to assist with necessary field design changes.

- Ensure all permit requirements are being followed
- Coordinate review and approval of Contractor's SWPPP or WPCP (when applicable).
- Monitor project BMPs are installed and being maintained and prepare and submit required stormwater reporting
- Provide required inspections before, during, after rain events
- Prepare required inspection reports
- Monitor project for safety on a daily basis per Cal/OSHA requirements
- Monitor surrounding area for safety concerns to public that may be a result of project work (traffic control, impact to adjacent streets)
- Verify grades from construction staking.
- Coordinate field and laboratory testing services.

### **Task 3.0: POST-CONSTRUCTION PHASE SERVICES**

**Final Inspection and Punch List** – The Consultant shall, in conjunction with the City, inspect the near completed facilities to identify discrepancies and deficiencies in the work performed by the contractor, and will subsequently prepare the necessary punch list to identify such items. Upon correction and re-inspection of omissions and deficiencies, the Consultant shall report to City on the completion of the Project, schedule a final walk thru with City, and recommend acceptance and approval of final payment to the contractor. Consultant shall assist with the preparation and signing of the Acknowledgement of Construction Closeout and Release of Claims form.

**As-Built Drawings** – The Consultant shall regularly review the Project as-built drawings produced by the contractor and require that the as-built drawings reflect the current Project conditions. The Consultant shall provide the City and the Design Engineer with a copy of the contractor's as-built drawings and sufficient additional information to prepare certified final record as-built drawings.

**Project Closeout** – Upon completion of the work and after all items on the punch list have been addressed, the Consultant shall prepare and submit, in accordance with the City's direction, the final payment package to the contractor. The Consultant shall submit all final Project records and reports (including laboratory and plant testing reports), manufacturer's certificates and pictures and videos of various phases of construction.

#### **Deliverables:**

- Furnish As-Built information to the design consultant for preparation of As-Built drawings.
- Perform final walk-throughs with the City and Contractor.
- Prepare final construction report for the Project.
- Prepare close out files in three ring binders and an electronic copy in pdf format and deliver to the City following the completion and acceptance of the Project.

## EXHIBIT B SCHEDULE OF FEES

**FILIPPIN ENGINEERING, INC.  
BILLING RATES EFFECTIVE JULY 1, 2019**

<b>Engineering</b>		<b>Construction Management</b>	
Engineering Technician	\$ 100.00	Assistant Construction Manager	\$ 155.00
Senior Engineering Technician	\$ 110.00	Associate Construction Manager	\$ 165.00
		Senior Construction Manager	\$ 175.00
Junior Engineer	\$ 145.00	Principal Construction Manager	\$ 195.00
Assistant Engineer	\$ 155.00	Senior Construction Inspector (PW)	\$ 145.00
Associate Engineer	\$ 165.00	Chief Inspector/Owner's Rep (PW)	\$ 150.00
Senior Engineer	\$ 180.00	(PW) Prevailing Wage	
Principal Engineer	\$ 195.00		
<b>General</b>			
Technical/Clerical Support	\$ 95.00	Sub-Consultant	Cost + 5%
Office Engineer	\$ 105.00	Reimbursable Expenses	Cost + 5%
Senior Program Manager	\$ 185.00	Outside Consultant	Cost + 5%

Note 1: Reimbursable expenses include postage, shipping, outside plot and copy reproduction costs.

Note 2: On prevailing wage assignments, overtime rates for construction inspection = 1.3 X regular rate. Double time rates = 1.5 X regular rates. Overtime will not be performed unless authorized in writing by the client. Overtime is incurred as defined on the prevailing wage determination for construction inspector.

Note 3: Prevailing wage rates subject to change each year for multiple year contracts in conjunction with labor increases required by law.

## **ATTACHMENT 5**

### **Amendment No. 3 to a Professional Design Services Agreement with MNS Engineers, Inc. for the Old Town Sidewalk Improvement Project**





**AMENDMENT NO. 3  
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
MNS ENGINEERS, INC.**

**This Amendment No. 3** to a PROFESSIONAL DESIGN SERVICES AGREEMENT is made this 17<sup>th</sup> day of December, 2019, between the **CITY OF GOLETA**, a municipal corporation (“City”) and **MNS ENGINEERS, INC.**, a California Corporation (“Consultant”) dated May 2, 2017 (“Agreement,” Agreement No. 2017-024).

**RECITALS**

**WHEREAS**, this Agreement is for the professional design services in conjunction with the Old Town Sidewalk Improvement Project; and

**WHEREAS**, on May 15, 2018, the Agreement was amended to add additional scope of work and increase the total compensation for a new not to exceed amount of seven hundred eighty-two thousand eight hundred fourteen dollars (\$782,814); and

**WHEREAS**, on October 1, 2019, the Agreement was amended to replace Section 3 in its entirety to match the Caltrans Actual Cost-Plus-Fixed Fee contract payment method; and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twenty-five thousand dollars (\$25,000) for professional engineering services related to the managing and securing signatures for temporary construction easements and private encroachments; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Exhibit B-1 entitled “Fee Schedule;” and

**WHEREAS**, the parties desire to amend Exhibit B-1 of the Agreement replacing it with revised Fee Schedule as Exhibit B-2; and

**WHEREAS**, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

**WHEREAS**, the parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

**WHEREAS**, the City Council approved this Amendment No. 3, pursuant to the Goleta Municipal Code Section 3.05.240 on this 17<sup>th</sup> day of December, 2019.

## AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$25,000 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 \$807,814 (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 Fee Schedule marked Exhibit B-2, attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until July 31, 2019, 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 30 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. **Section 48. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

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.

3. 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. 3 has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

**CONSULTANT**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
James Salvito, President

**ATTEST:**

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

\_\_\_\_\_  
Greg Chelini, Vice President

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Winnie Cai, Assistant City Attorney

## EXHIBIT B-2 FEE SCHEDULE

### EXHIBIT 10-H COST PROPOSAL

#### ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

Consultant: MNS Engineers Contract No.: n/a Date: 11/21/2019

#### DIRECT LABOR

Classification/Title	Name	Hours	Ave. Hrly Rate	Total
Principal-In-Charge; PM	S. Kowalewski	477	\$93.75	\$44,718.75
Principal Engineer	M. Ip	200	\$82.93	\$16,586.00
Senior Project Engineer	F. Zinkewich	500	\$50.00	\$25,000.00
Associate Engineer	S. Potts	600	\$31.61	\$18,966.00
Associate Engineer	R. Wilcox	600	\$34.97	\$20,982.00
CADD Manager	S. Burns	500	\$52.16	\$26,080.00
Principal Surveyor	M. Reinhardt	30	\$119.83	\$3,595.02
Lead Surveyor	S. Sobecki	118	\$60.10	\$7,091.80
Associate Surveyor	R. Sleeman	128	\$37.00	\$4,736.00
Sr. Land Title Analyst	M. Ueoka	12	\$45.00	\$540.00
Party Chief*	TBD (Prevailing Wage)	56	\$52.21	\$2,923.76
Chain Person*	TBD (Prevailing Wage)	64	\$50.16	\$3,210.24
Senior CADD Technician	O. Hernandez	400	\$41.62	\$16,648.00
Engineering Technician	TBD	100	\$27.00	\$2,700.00
				\$0.00
				\$0.00
Project Coordinator	TBD	40	\$30.00	\$1,200.00

#### LABOR COSTS

a) Subtotal Direct Labor Costs	\$194,977.57
b) Anticipated Salary Increases (see page 2)	\$0.00
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$194,977.57</b>

#### FRINGE BENEFITS

d) Fringe Benefits	(Rate: 42.38%)
<b>e) TOTAL FRINGE BENEFITS [(c) x (d)]</b>	<b>\$82,631.49</b>

#### INDIRECT COSTS

f) Overhead	(Rate: 97.84%)	g) Overhead [(c) x (f)]	\$190,766.05
h) General & Administrative	(Rate: 0.00%)	i) Gen & Admin [(c) x (h)]	\$0.00
<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>			<b>\$273,397.55</b>

#### FEE (Profit)

q) (Rate: 12.00%)	<b>k) TOTAL FIXED PROFIT [(e) + (j) x (q)]</b>	<b>\$56,205.01</b>
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#### OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs	0	\$0.00	\$0.00
m) Equipment Rental and Supplies	0	\$0.00	\$0.00
n) Permit Fees, Plan Sheets, Test Holes, Etc.	1	\$1,402.87	\$1,402.87
o) Subconsultant Costs	1	\$281,831.00	\$281,831.00

**p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]** \$283,233.87

**TOTAL COST [(c) + (j) + (k) + (p)]** \$807,814.00

#### NOTES:

» Employees subject to prevailing wage requirements are marked with an \*.

Page 1 of 2

**EXHIBIT 10-H COST PROPOSAL - continued**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: MNS Engineers Contract No.: n/a Date: 11/21/2019

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal	Total Hours		Avg Hourly	3 Year Contract
<u>per Cost Proposal</u>	<u>per Cost Proposal</u>		<u>Rate</u>	<u>Duration</u>
\$194,977.57	3,825	=	\$50.97	Ave. Rate Year 1

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalat**

	<u>Avg Hourly Rate</u>		<u>Proposed Escalation</u>			
Year 1	\$50.97	+	4.00%	=	\$53.01	Ave. Rate Year 2
Year 2	\$53.01	+	4.00%	=	\$55.13	Ave. Rate Year 3
Year 3	\$55.13	+	4.00%	=	\$57.34	Ave. Rate Year 4
Year 4	\$57.34	+	4.00%	=	\$59.63	Ave. Rate Year 5

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	<u>Estimated %</u>		<u>Total Hours</u>		<u>Total Hours</u>	
	<u>Completed Each Year</u>		<u>per Cost Proposal</u>		<u>per Year</u>	
Year 1	100.00%	*	3,825	=	3825.0	Est. Hrs Year 1
Year 2	0.00%	*	3,825	=	0.0	Est. Hrs Year 2
Year 3	0.00%	*	3,825	=	0.0	Est. Hrs Year 3
Year 4	0.00%	*	3,825	=	0.0	Est. Hrs Year 4
Year 5	0.00%	*	3,825	=	0.0	Est. Hrs Year 5
Total	100%		Total	=	3825.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	<u>Avg Hourly Rate</u>		<u>Estimated hours</u>		<u>Cost per Year</u>	
	<u>(calculated above)</u>		<u>(calculated above)</u>			
Year 1	\$50.97	*	3,825	=	\$194,977.57	Est. Hours Year 1
Year 2	\$53.01	*	0	=	\$0.00	Est. Hours Year 2
Year 3	\$55.13	*	0	=	\$0.00	Est. Hours Year 3
Year 4	\$57.34	*	0	=	\$0.00	Est. Hours Year 4
Year 5	\$59.63	*	0	=	\$0.00	Est. Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$194,977.57	
			Direct Labor Subtotal before Escalation	=	\$194,977.57	
			Estimated total of Direct Labor Salary Increase	=	\$0.00	Transfer to Page 1

NOTES:

- » This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- » An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- » This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.



## **ATTACHMENT 6**

### **Presentation Old Town Sidewalk Improvement Project**







**COMING SOON!**

# BIDS RECEIVED



## BIDS RECEIVED – NOVEMBER 7, 2019

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<b>Contractor</b>	<b>City</b>	<b>Bid Amount</b>
Toro Enterprises, Inc.	Oxnard	\$3,158,750.30
Granite Construction	Santa Barbara	\$3,367,618.00
Lash Construction, Inc.	Santa Barbara	\$3,393,974.00

<b>Engineer's Estimate (EE)</b>	\$2,427,694.00
Contingency Engineers Estimate (20%)	\$485,538.80
<i>Subtotal EE (with contingency)</i>	<i>\$2,913,232.80</i>
<b><i>Difference between EE and low bid (with contingency of 20%)</i></b>	<b><i>\$877,267.56</i></b>

## BIDS RECEIVED – NOVEMBER 7, 2019

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<b>Project Components</b>	<b>Estimated Costs</b>	<b>Funding Sources</b>	<b>Funding Amounts (allocated and requested appropriations)</b>
Consultants (additional ROW support)	\$25,000	ATP Grant (318)	\$1,721,000
Construction	\$3,158,750	Measure A (205)	\$796,000
Contingency	\$631,750	GTIP (220)	\$775,662
Construction Management	\$430,295	General Fund Unassigned Fund Balance (101)	\$953,133
<b>Totals</b>	<b>\$4,245,795</b>	<b>Totals</b>	<b>\$4,245,795</b>

# PROJECT CHALLENGES



- *Project constraints*
- *Project confines*
- *Sheer number of private encroachments*
- *Utility relocations*

# PROJECT CONSTRUCTION CHALLENGES

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## ➤ Construction Constraints

- Phasing construction to one block at a time
- Establishing work area timeframes
- Limiting driveway closures to 7 calendar days

## ➤ Construction Coordination

- Complexity and uncertainty coordinating approx., 100 TCEs and private encroachments
- Utility relocation coordination

## ➤ Bidding Climate

- Not particularly competitive current market
- Design consultant and Caltrans – significant increases in bid prices



*Private Encroachments and Utilities*



**KEY ISSUES:** sidewalks, parking, drainage





**KEY ISSUES:** sidewalks, parking, drainage



# RECOMMENDATIONS AND ALTERNATIVES

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# RECOMMENDATION

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➤ **Recommendation:**

- Council Award the construction contracts
- Council appropriate additional funds for the construction phase

➤ Alternatives:

- Council direct staff to rebid the construction project
  - Revise the plans and specifications
  - Reissue a new notice advertising bids
- Council authorize the CMIT contract with Filippin Engineering and Amendment No. 3 with MNS Engineers



# QUESTIONS

*& ANSWERS*

## **ATTACHMENT 7**

**Agreement No 2017-024 and Amendments 1 and 2 for  
Professional Design Services between the City of  
Goleta and MNS Engineers, Inc. (available online  
only)**





Agreement No. 2017-024  
City of Goleta, California

Project Name: Old Town Sidewalk Improvement Project

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES  
BETWEEN THE CITY OF GOLETA  
AND MNS ENGINEERS, INC.**

This **AGREEMENT FOR PROFESSIONAL DESIGN SERVICES** (herein referred to as "AGREEMENT") is made and entered into this 2<sup>nd</sup> day of May, 2017, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **MNS ENGINEERS, INC.**, (herein referred to as "CONSULTANT").

**WHEREAS**, CONSULTANT represents that it is sufficiently experienced and capable of providing the services agreed to herein and is sufficiently familiar with the needs of the CITY; and

**WHEREAS**, CONSULTANT was selected for award of this AGREEMENT by Public Works Director, Rosemarie Gaglione following a competitive Request for Qualifications/Proposal process on March 6, 2017; and

**WHEREAS**, CONSULTANT was recommended for award based on City staff's recommendation; and

**WHEREAS**, CONSULTANT was selected for award of this AGREEMENT by City Council to provide professional design services for the Old Town Sidewalk Improvement Project; and

**WHEREAS**, the City Council, on this 2<sup>nd</sup> day of May, 2017, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT.

CITY and CONSULTANT agree as follows:

**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 Old Town Sidewalk Improvement Project. Services will generally include design, surveying, right-of-way, environmental, geotechnical, and public outreach, 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 \$596,000 (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 December 31, 2020, 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 in advance. 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 the compensation exhibit. 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 James Winslow, Senior 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 December 31, 2020, 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 scope of services attached as Exhibit A.

**7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This AGREEMENT is for professional services which are personal to CITY. Shawn Kowalewski, P.E. is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting 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. CONSULTANT must not subcontract any of the services described in Section 2 without CITY's prior consent in writing. This AGREEMENT is not assignable by CONSULTANT without City's prior consent in writing. The following portions of the work will be subcontracted out to other parties by CONSULTANT:

- **Rincon Consultants, Inc.**, Eric VonBerg, environmental services.
- **Ayars and Associates, Inc.**, (Ayars), Kirsten Ayars, public outreach.
- **Hamner, Jewell, and Associates, Inc.**, (HJA), Cathy Springford, right-of-way coordination and acquisition services.
- **TJW Engineering, Inc.**, Thomas Wheat, traffic engineering services.
- **Oakridge Geoscience, Inc.**, Lori Prentice, geotechnical services.

This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

**8. HOLD HARMLESS AND INDEMNITY**

**(a) Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

**(b) Defense and Indemnity of Third Party Claims/Liability.** CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single lawyer from representing both CITY and CONSULTANT, or should CITY otherwise find CONSULTANT's legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this AGREEMENT.

**(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 9.

## **9. 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 in the aggregate.
- b) Insurance Services Office form number CA 0001 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 on a policy form appropriate to CONSULTANT's profession. Limits shall be no less than \$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) 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 exact 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 with an edition date prior to 2004.
- b) CONSULTANT's insurance shall apply 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) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) 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.
- e) 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.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) 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.

- h) 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.

## **10. RELATION OF THE PARTIES**

The relationship of the parties to this AGREEMENT shall be that of independent contractors 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.

## **11. 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.

## **12. TERMINATION BY CITY**

CITY, by notifying CONSULTANT in writing, may upon 30 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.

Consistent with 24 CFR 570.503(b)(6), suspension or termination may occur if the subrecipient (CONSULTANT) materially fails to comply with any term of the CDBG award,

and that the agreement may also be terminated for convenience (also see 24 CFR 85.43–85.44 and 84.62).

### **13. 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 consultant 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.

### **14. 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, grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives for examination of all its records, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions, 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.

### **15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

**20. 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.

**21. 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.

**22. USE OF THE TERM "CITY"**

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

**23. PERMITS AND LICENSES**

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

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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: Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO CONSULTANT: Attn: Shawn Kowalewski, P.E.  
MNS Engineering, Inc.  
201 N. Calle Cesar Chavez, Suite 300  
Santa Barbara, CA 93101

**29. COST PRINCIPLES**

The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the CITY.

The CITY, its agencies or instrumentalities, and subrecipients (CONSULTANT) shall comply with the policies, guidelines, and requirements of 24 CFR part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR part 84), A-122, A-133 (implemented at 24 CFR part 45), and A-128<sup>2</sup> (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR parts 84 and 85 are set forth at §570.502.

**30. CONTINGENT FEE**

The CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**31. RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., Federal regulations specified in OMB Circulars A-21, A-87 and A-122, as applicable, and 24 CFR 570.502, 24 CFR 570.506, Subpart K of 24 CFR Part 570, and 24 CFR 84.21-28 that are pertinent to the Project and activities to be funded under this acknowledgement, when applicable and other matters connected with the performance of the contract



pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the CITY shall maintain and retain - for five years after grantees or subgrantees make final payments and all other pending matters are closed - all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for five years from the date of final payment under the contract. The state, the State Auditor, CITY, CDBG, HUD, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested Subcontracts in excess of \$2,000 shall contain this provision.

### **32. DISPUTES**

Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the CITY's Project Manager and Public Works Director, who may consider written or verbal information submitted by the CONSULTANT.

Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONSULTANT may request review by the CITY Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this contract.

### **33. AUDIT REVIEW PROCEDURES**

Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the CITY'S CHIEF FINANCIAL OFFICER.

Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the CITY'S CHIEF FINANCIAL OFFICER of unresolved audit issues. The request for review will be submitted in writing.

Neither the pendency of a dispute nor its consideration by the CITY will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this contract.

### **34. EQUIPMENT PURCHASE**

Prior authorization in writing, by the CITY'S Project Manager shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

For purchase of any item, service or consulting work not covered in the CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by the CITY's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this contract is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit the CITY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the CITY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CITY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

All subcontracts in excess \$25,000 shall contain the above provisions.

### **35. INSPECTION OF WORK**

The CONSULTANT and any subcontractor shall permit the CITY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

### **36. SAFETY**

The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the CITY has determined that such areas are within the limits of the project and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

### **37. OWNERSHIP OF DATA**

Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the CITY; and no further agreement will be necessary to transfer ownership to the CITY. The CONSULTANT shall furnish the CITY all necessary copies of data needed to complete the review and approval process.

It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

The CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the CITY of the machine-readable information and data provided by the CONSULTANT under this agreement; further, the CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by the CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by the CONSULTANT.

Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

The CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

Any subcontract in excess of \$2,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

### **38. CONFIDENTIALITY OF DATA**

All financial, statistical, personal, technical, or other data and information relative to the CITY's operations, which are designated confidential by the CITY and made

available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.

Permission to disclose information on one occasion, or public hearing held by the CITY relating to the contract, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

The CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the CITY's actions on the same, except to the CITY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

The CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the CITY, and receipt of the CITY'S written permission.

Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than CITY.

### **39. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, the CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the CONSULTANT within the immediately preceding two-year period, because of the CONSULTANT's failure to comply with an order of a federal court that orders the CONSULTANT to comply with an order of the National Labor Relations Board.

### **40. EVALUATION OF CONSULTANT**

The CONSULTANT's performance will be evaluated by the CITY. A copy of the evaluation will be sent to the CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

### **41. NON DISCRIMINATION**

The CONSULTANT, its contractors and subcontractors agree to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR, Part 8, which prohibit discrimination based on handicap in Federally-assisted and conducted programs and activities, the Architectural Barriers Act of 1968 (42 U.S.C. 4151–4157) which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with

standards that insure accessibility to, and use by, physically handicapped people, and the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).

#### **42. DEBARMENT AND SUSPENSION CERTIFICATION**

The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the CITY.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

#### **43. STATE PREVAILING WAGE RATES**

The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

#### **44. CONFLICT OF INTEREST**

The CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.

The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

#### **45. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

This is in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

#### **46. EQUAL EMPLOYMENT OPPORTUNITY**

CONSULTANT agrees to the following:

(a) Acknowledgement Subject to Executive Order 11246: Recipient Department hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60 which is paid for in whole or in part with funds obtained from the Oversight Department, the following equal opportunity clause:

(1) The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation or national origin. The CONSULTANT will take affirmative action to insure that applicants are employed, without regard to race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause.

(2) The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation or national origin.

(3) The CONSULTANT shall comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The CONSULTANT shall incorporate or cause to be incorporated the foregoing provisions into any subcontract for work covered by this acknowledgement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

(b) Acknowledgement Subject to Provisions of 24 CFR 135. The CONSULTANT and its subcontractors shall be responsible for complying with the provisions of 24 CFR, Part 135, also known as Section 3, Employment opportunities for business and lower income persons in connection with assisted projects, a copy of which is on file with the Oversight Department which will be duplicated for CONSULTANT upon request.

To the extent that they are otherwise applicable, CITY and CONSULTANT shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60;

#### **47. CDBG REQUIREMENTS**

During the performance of this acknowledgement, CONSULTANT agrees to comply with the following federal provisions:

(a) Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of age or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, will also apply to any such program or activity.

(b) CONSULTANT must also comply with all regulations of the Americans with

Disabilities Act (ADA) of 1990 (42 USC §§ 12101 et. seq.).

(c) Section 3 of the Housing and Community Development Act of 1968, as amended, 12 USC §§ 1701 et. seq., Compliance in the Provision of Training, Employment and Business Opportunities requires that the work to be performed under this acknowledgement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC § 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contract for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project. The parties will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR § 135, and all applicable rules and orders of HUD issued thereunder before executing this acknowledgement. The parties certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

(d) Lobbying Certification. CONSULTANT must include the language of this certification in all subcontracts; all subcontractors must certify and disclose accordingly.

(e) CONSULTANT agrees to comply with the following requirements insofar as they apply to the performance of this acknowledgement:

- i. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.
- ii. The regulations in 24 CFR art 58 assuming environmental review, decisionmaking and action responsibilities.
- iii. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- iv. Compliance with Public Law 88-352, which is title VI of the Civil Rights Act of 1964 and implementing regulations in 24 CFR part 1.
- v. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).
- vi. Program Income. The Subrecipient (CONSULTANT) shall report quarterly, all program income (as defined at 24 CFR 570.500(a) and

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570.504 (c)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient (CONSULTANT) shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient (CONSULTANT) may use such income during the contract period for activities permitted under this contract and shall reduce requests for an additional fund by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee (CITY) within thirty (30) days after expiration of the term of the contract.

**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**

  
Michelle Greene, City Manager

**CONSULTANT**

  
James Salvito, President

**ATTEST:**

*For*   
Deborah Lopez, City Clerk

  
Greg Chelini, Vice President

**APPROVED AS TO FORM**

  
Winnie Cai, Deputy City Attorney

## **EXHIBIT A SCOPE OF WORK**

Consultant has developed the following scope of work based on our understanding of the Old Town Sidewalk Improvement Project (Project).

### **Task 1. Project Management**

Consultant Principal-in-Charge shall perform the following:

- Management, administration, coordination, quality control, quality assurance. Consultant shall provide traffic engineering quality control as part of our Technical Review Committee (TRC).
- Interface and coordinate with other involved agencies as necessary and only with City direction.
- Attend project development meetings (up to 10 meetings)
- Assist City Project Manager in preparing and maintaining a project history file.

### **Task 2. Environmental**

Consultant shall complete the CEQA documents for the Project using an Initial Study-Mitigated Negative Declaration (IS-MND). This shall include supporting traffic impact study (TIS) and potential biological and cultural issue area studies or reports. Existing environmental documents and studies shall be used to the extent applicable.

The specific tasks associated with completing the IS-MND are described as follows:

#### **Task 2.1. Project Initiation**

This task includes the steps needed to initiate the CEQA environmental review process, including the kick-off meeting and data gathering. As part of this task, Consultant shall undertake ongoing environmental coordination with the City which shall include the following:

- Attend a project kick-off meeting.
- Prepare the project description and describe the Environmental Setting.

Consultant shall review existing relevant literature maps and inventories, including resource inventories and environmental and land use studies for the project vicinity. Consultant shall also request relevant technical studies, and identify potential areas of concern.

Consultant shall work with the City to develop a project description to describe the actions to be undertaken, including, as applicable, the project limits (logical termini/independent utility), construction activities, and tailor it to reduce potential impacts and include features to reduce potential impacts to assist with streamlining the CEQA process. Any state or federal permit or consultation requirements shall be noted along with the process to obtain the required permits. A brief discussion of the environmental setting shall also be provided.

Deliverables:

- CEQA Document—One reproducible electronic copy via email of the kick-off meeting summary, Project Description, Alternatives Description, Environmental Setting.

**Task 2.2. Project Management**

Consultant shall manage the preparation of all environmental studies, coordinate the environmental review process schedule, and provide project updates for the environmental analysis.

Deliverables:

- Weekly project update meeting agendas and minutes.

**Task 2.3. Traffic Impact Analysis**

The Consultant shall prepare a traffic and circulation study. It is understood the study results shall be used to prepare the environmental documents for the project. The Project proposes to construct sidewalk improvements, parking modifications and revised roadway striping. There is the potential for construction activities to disrupt traffic and pedestrian flows, bicycle routes, parking availability, transit stops, and access to parcels along the streets during the construction phase of the project. These impacts may include temporary lane closures, sidewalks closures, and driveway disruptions. The study shall include a qualitative assessment of the transportation and circulation impacts that would result from the construction activities. Mitigation measures shall be recommended to reduce the circulation impacts to vehicle, pedestrian and bicycle flows during the construction period.

Task 2.3.1. Consultant shall assemble the existing data related to the study. Consultant shall then discuss the project with the City staff and project team.

Task 2.3.2. Consultant shall conduct a field review of the existing roadway, sidewalk, bicycle, transit, and parking facilities in the Project study area.

Task 2.3.3. Consultant shall provide a qualitative assessment of the traffic impacts resulting from the sidewalk construction activities at the Project area. The impact assessment shall be based on the proposed construction plan elements that shall be provided by the City (e.g. construction area footprint, proposed construction scheduling, construction workforce requirements, etc.) The impact assessment shall discuss short-term impacts that may include:

- Travel lane closures or reduced travel lane widths
- Sidewalk closures
- Driveway closures
- Loss of on-street parking
- Transit stop closures
- Construction vehicle parking and staging

Task 2.3.4. Consultant shall provide recommend measures to mitigate project-generated construction impacts. These may include the following:

- Traffic control plans for lane closures or reduced lane widths
- Pedestrian detour plans for sidewalk closures
- Construction phasing
- Shifting construction work outside of peak hours
- Access management plans
- Parking management plans
- Transit route revisions
- Construction workforce parking areas
- Construction material staging areas
- Public information and outreach program

Deliverables:

- Draft and Final versions of traffic and circulation study (one electronic copy via email of each).

**Task 2.4. Administrative Draft IS-MND**

Consultant shall prepare an Administrative Draft Initial Study-Mitigated Negative Declaration (IS-MND) in conformance with the State CEQA guidelines and the City's CEQA guidelines and Initial Study template. The Administrative Draft IS-MND shall contain all required components and shall address direct and indirect impacts of the project. The findings of the traffic impact study prepared in Task 2.4 shall be incorporated. To the extent feasible, existing environmental documentation shall be applied to the environmental analysis for the proposed project.

Potential biological impacts to special status species shall be analyzed using the data acquired from the California Natural Diversity Database, pertinent biological reports, and reconnaissance-level field assessment. The IS-MND shall consider both temporary and permanent impacts to sensitive natural communities and special-status species, including migratory birds and species protected by the state and federal Endangered Species Acts. Potential cultural resources shall be evaluated through a records search and conducting a reconnaissance-level cultural resources survey. Consultant assumes no historic built environment resources shall be affected by the project, no previously unrecorded cultural resources shall be encountered, and no previously recorded cultural resources shall require updates. Impacts related to hazards and other issues related to site disturbance shall be evaluated with a site reconnaissance as well as review of readily available records.

All items on the CEQA Environmental Checklist shall be evaluated. The IS-MND shall identify the direct, indirect, and cumulative environmental effects resulting from the project. It shall provide the nature, magnitude, and extent and direction of adverse and beneficial impacts, and implementable mitigation measures to reduce potentially significant impacts where needed. Whenever possible, impacts shall be quantified and compared to quantitative thresholds. Temporary air pollutant and greenhouse gas

emissions shall be quantified using CalEEMod. Temporary noise impacts shall be quantified based on standard noise generation factors and the distances to noise-sensitive receptors.

Deliverables:

- One reproducible copy via email of the Administrative Draft IS-MND.

**Task 2.5. Draft IS-MND**

Consultant shall revise the Administrative Draft IS-MND based on the comments received. It is assumed comments shall be received from the staff peer review process during this round of review. This scope of work assumes the City shall provide one set of consolidated comments for each round of review. Consultant assumes there shall be up to three rounds of review of the Draft IS-MND.

Upon receiving clearance, Consultant shall print and deliver the Draft IS-MND. In addition, Consultant shall prepare the Notice of Completion (NOC) and Notice of Intent to Adopt (NOI) of the Draft IS-MND for distribution, and a notice suitable for publication in both English and Spanish announcing the availability of the environmental document for review and the public hearing for the project.

Deliverables:

- Fifteen bound copies and 20 electronic copies of the Draft IS-MND.

**Task 2.6. Administrative Final IS-MND**

The final formal stages of the IS-MND and project review process involve responding to comments, public hearings, and final publication tasks. At this point, the IS-MND is brought forward for final City approval. Through this process, final changes and policy decisions concerning the project are made. Consultant shall discuss and modify, as necessary, information in the IS-MND that requires such modification.

Deliverables:

- One reproducible copy via email of the proposed Administrative Final IS-MND with responses to comments for City review.

**Task 2.7. Publication of Final IS-MND.**

Following receipt of comments on the Administrative Draft IS-MND, Consultant shall deliver 10 bound copies, and 10 electronic copies on compact disks, of the Final IS-MND with Technical Appendices. Consultant shall assist in filing of the IS-MND, including preparation of the Notice of Determination (NOD).

Deliverables:

- Ten bound copies and 10 electronic copies of the revised Final IS-MND, NOD.

Concept design and environmental intent be reviewed by Principal-in-Charge and TRC.

### **Task 3. Surveying**

Consultant shall provide topographic mapping for the proposed improvements along Pine Avenue. The survey shall be tied into the previous surveys performed by Cardenas & Associates and Cannon Engineering. The supplemental field survey and mapping shall include the following items:

- Hardscape, driveways, structures, fences, walls, trees, signage
- Observable utilities

### **Topographic Mapping Assumptions**

The task is based upon the assumption the topographic mapping provided and shown in the RFP is sufficient and conforms with the existing conditions. If Consultant finds the topographic information is insufficient, Consultants efforts shall need to be expanded to complete the survey for design. In addition, a portion of Pine Avenue crossing over the Old San Jose Creek shall not be surveyed because of the conflict with the Ekwill Street Roundabout project.

#### Deliverables:

- Updated base mapping

### **Task 4. Right-of-Way**

Consultant shall prepare the required maps, legal descriptions, sketches, and back-up data to support the ROW and easement acquisition effort relating to the project. ROW engineering shall be performed based on the Caltrans ROW Manual specifications. Consultant proposes to prepare a land net map showing existing centerlines and approximate ROW for the survey limits for the Project. After preliminary review of the survey records, Consultant found there is a need to prepare a Record of Survey for the project. The Record of Survey shall serve not only as a way to retrace the corridors in the future, but also to make the legal description process much less tedious and time-consuming. In addition, the Record of Survey shall show all monuments recovered along the existing centerlines and right of way allowing for future monument preservation.

Consultant shall assist the City in the easement acquisition process by performing the following tasks:

- Perform monument search and retracement of boundaries in question to prepare the land net map.
- Identifying the need for preliminary title reports.
- Prepare Record of Survey to be submitted to the County.
- Determine the precise areas needed for temporary and permanent easements.
- Prepare legal descriptions, sketches, and closure calculations for each parcel to be acquired for temporary or permanent use (20 temporary construction easements estimated).

### **Boundary Retracement Assumptions**

The majority of the existing boundaries for the project shall be compiled from recorded maps. Sidelines of properties in question shall be established per record distances.

Consultant shall make efforts to identify and recover sufficient monumentation to conduct an accurate retracement of those boundaries. The retracement of the land net assumes there are sufficient survey monuments in existence that are of public record. If Consultant find that monumentation is insufficient, our efforts shall need to be expanded. This scope of work does not include the acquiring of title reports.

Deliverables:

- ROW map
- Title Reports
- Contract negotiation documents
- Temporary construction easements
- Rights of Entry exhibits

**Task 5. Public Outreach**

Consultant shall lead the community outreach during the environmental, ROW, and initial construction phases. In general, Consultant's objective shall be to create a baseline of overall awareness, answer key questions, and work with the City team to identify issues that may arise during construction.

Consultant's main areas of outreach shall focus on the following key audiences:

- City residents and property owners in the project area
- Project-located small businesses and employees
- Surrounding businesses that may achieve neighborhood benefits

Special emphasis shall be given to residents and businesses located within in the project area. Consultant shall prepare materials, messaging, and outreach strategies in both English and Spanish with special attention for hard to reach audiences within this neighborhood.

**Task 5.1. Strategic Outreach Plan**

Consultant shall work with the City team to solidify community outreach goals, timelines, events, and overall strategy. Consultant shall include plans and timelines for:

- Message development
- Public outreach strategy
- Earned media strategy
- Community leader and organization outreach
- Pre-construction media outreach

**Task 5.2. Message Development (May – June, 2017)**

Consultant shall craft succinct project messaging to introduce overall goals, timelines, and development – tell the "story" of the project in both English and Spanish. Consultant shall perform the following:

- Design project logo/solidify project name.
- Draft initial message points for team: project summary.

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- Create project fact sheet and maps.
- Develop questions and answers (Q&As) for anticipated questions and interest areas.
- Develop talking points related to project components, benefits, construction timeline, and general inconveniences.
- Develop separate traffic handling plan with graphics as needed.

### **Task 5.3. Public Outreach Strategy (June 2017 – 2019)**

Consultant shall work with City team to position the project in the best light, highlighting benefits, and addressing potential concerns or controversial issues. Consultant shall provide the following:

- Create project web page/information for inclusion on the City website.
- Create a project hotline for inquiries in English and Spanish.
- Create an outreach timeline to reach key businesses and homeowners:
  - Local businesses
  - Local homeowners and residents
  - Surrounding businesses that may be impacted
  - City Council
- Develop outreach components (including mailers, events, meetings, etc.) in English and Spanish:
  - Area mailers
    - Area mailing (introduction) and community meeting invitation
    - 1 update mailing (resident & business)
    - 1 pre-construction mailing
  - 6 to 8 community meetings
    - Environmental Phase: up to 2 community meeting as needed.
    - ROW: Up to 2 workshops as needed.
    - Construction: up to 2 community meeting as needed.
  - Onsite and individual property owner meetings as needed (up to 8).
- Design project information (road) signs with contact, agency, and funding information (signs to be produced during construction through contractor's budget).
- Work with key thought leaders and area business owners to introduce project in a positive manner, focused on issues important to specific businesses and community organizations (including Safe Routes to School).
- Follow-up with residents and businesses via email/website depending on online presence of neighborhood.

### **Task 5.4. Earned Media Strategy (June 2017 – 2019)**

Consultant shall work with the City and local media to garner positive coverage of project. Consultant shall:

- Develop a media outreach strategy:



- Local/regional media
- Work with team spokespeople to reach out to media.
- Serve as media liaison as needed to respond to interviews, media updates, and current events covered.

**Task 5.5. Community Leader and Organization Outreach (June 2017 – 2019)**

Consultant shall develop strategic plan to reach out to community leaders and community organizations. Consultant shall provide the following:

- Set up meetings, tours, and events with community leaders and organizations to introduce project as needed.
- Work with community leaders to build support and expand awareness of project need and timeline, such as:
  - Goleta City Council – up to 3 meetings as needed
  - Goleta Valley Chamber of Commerce
  - Businesses adjacent to project

**Task 5.6. Pre-Contractor Award Selection – Media (2019)**

Consultant shall work with City team to update elected officials, business owners, and local media regarding the project status and construction timeline. Consultant shall:

- Develop outreach materials for distribution.
- Work with team to identify speakers, goals, and talking points.
- Follow-up with local media and report back to team.

**Deliverables:**

- Project logo/official name
- Project fact sheet
- Project web page on City website
- Direct mail pieces
- Project road sign design
- Hotline phone number and voicemail box
- Media coverage report – overall project outreach

**Task 6. 35% Plans and Engineer’s Estimate**

Based on the conceptual plans and input from the community and the City, Consultant shall prepare 35% Plans and Engineer’s Estimate. For this phase, Consultant shall include the aerial photographic mapping as background to allow the property owners and community to easily identify the location of the improvements. The plans shall be double stacked as a street profile is not anticipated. The plan sheets include:

- Title Sheet (one sheet)
- Typical Sections (one sheet)
- Street Improvement Plans at 1” = 20’ scale (ten sheets)
- Signing and Striping Plans at 1” = 40’ scale (five sheets)

Specifications are not expected to be complied as this stage.

Consultant team shall also prepare traffic engineering design documentation for the 35% design submittal (TJW Engineering) and geotechnical design input (Oakridge Geosciences) including R-values for each roadway and infiltration data for stormwater quality designs.

Deliverables:

- 35% Plans and Engineer's Estimate
- Geotechnical design input

Design intent and task deliverables shall be reviewed by Principal-in-Charge and TRC.

**Task 7. 65% Plans, Specifications, and Estimates**

Based on comments from the Community and the City, Consultant shall refine the design and prepare 65% Plans, Specifications, and Engineer's Estimate (PS&Es). The anticipated plan sheets include:

- Title Sheet (one sheet)
- Typical Sections (one sheet)
- Demolition/Utility Disposition Plans at 1" = 20' (nine sheets)
- Street Improvement Plans at 1" = 20' (ten sheets)
- Drainage Plan and Profile (one sheet)
- Signing and Striping Plans at 1" = 40' (five sheets)

Drainage, street lighting, landscaping and irrigation improvements are not anticipated north of Hollister Avenue due to the lack of existing facilities/systems.

Drainage facilities and street lighting shall be relocated and/or modified on Pine Street due to the proposed sidewalk improvements.

Consultant shall update the Engineer's Estimate and prepare the draft technical specifications.

**Deliverables**

- 65% Plans, Specifications, and Engineer's Estimate

Task deliverables shall be reviewed by Principal-in-Charge and TRC.

**Task 8. 95% Plans, Specifications, and Estimates**

Based the City and Community comments, Consultant shall prepare 95% (PS&Es). This involves updating the 65% plans and adding the following plan sheets:

- Construction Details (two sheets)
- Retaining Wall/Curb Details (one sheet)
- Stormwater Treatment Details (one sheet)
- Curb Ramp Details at 1" = 10' (four sheets)

- City Street Light Detail (one sheet)

Utility relocation design and plans shall be prepared by the utility agency.

Traffic control plans and the Stormwater Pollution Prevention Plan (SWPPP) shall be prepared by the contractor.

Deliverables:

- 95% Plans and Engineer's Estimate

Task deliverables shall be reviewed by Principal-in-Charge and TRC.

**Task 9. Final Contract Document**

Based on the City comments, Consultant shall prepare final bid package. Consultant shall prepare the Resident Engineer file and documentation.

Deliverables:

- Final Contract Documents

Task deliverables shall be reviewed by Principal-in-Charge and TRC.

**Task 10. Right-of-Way Engineering**

Consultant team shall assist the City staff with preparing materials for Council presentation on approach to Project ROW needs – acquisitions, vacate encroachments, and construction process.

Consultant shall prepare and update the appraisal map which identifies the parcel number, owner, type of easement, size of easement, and remainder size.

Deliverables:

- ROW Appraisal Maps

Task deliverables shall be reviewed by Principal-in-Charge and a partial TRC.

**Task 11. Right-of-Way Appraisals, Acquisitions, and Construction Easements**

The rights of entry or license agreements are needed to authorize work on private properties to install or conform new driveway aprons and conform grades to the planned public improvements.

Consultant's scope of work shall include attending the initial field visit with the Project team, evaluating plans and documents to support identification of ROW issues, and researching property titles and preliminary title reports on parcels requiring permanent easements. Consultant shall meet with City staff to discuss and identify uniform treatment of encroachments, communications and outreach with impacted owners, both in English and Spanish.

Consultant shall attend up to four public workshops for the design, ROW and initial construction phases with Consultant's project manager, and one bilingual (Spanish/English) ROW agent.

Consultant shall prepare agreements, deeds, and necessary offer documents for new permanent property rights that shall need to be acquired on the City's behalf, personally present (when possible) offer packages, negotiate and process the signed documents, coordinate the escrow coordination (if escrow is desired), and disburse funds to the property owners.

Consultant shall work closely with the City's team to ensure they are investing efforts in accordance with the City's needs and preferences. In any case where Consultant is working with people rather than completing an independently controllable task, it is difficult to estimate in advance the specific amount of time that may be required to complete the task. Consultant's efforts are largely impacted by the level of accessibility and responsiveness of the property owners. As a budgetary estimate, Consultant has allocated up to 500 hours for Consultant's staff.

### **Consultant Assumptions**

- No occupant relocations.
- No Caltrans oversight.
- 27 owners with Right of Entry/ license agreements only – mostly driveway conforms.
- 39 owners have small encroachments on 43 properties.
- Two owners have large encroachments on two properties.
- Acquisitions are not required.
- Encroaching fences to be relocated by City's contractor to ROW line except stone or brick fences.
- ROW services, owner outreach, communications, entry agreements (not to exceed an average of seven hours/ownership).

### Deliverables:

- ROW agreements, deeds, and offer documents.

Task deliverables shall be reviewed by Principal-in-Charge and a partial TRC.

### **Task 12. Utility Coordination**

Consultant shall provide utility coordination for the project. Consultant shall prepare City letterhead utility letters to obtain record drawings and atlases for the facilities within the project area, identify and field verify the utilities, and identify conflicts.

Consultant shall assist staff in coordinating the utility kick-off meeting and assist staff in coordinating relocating impacted utility facilities including preparing City letterhead utility relocation letters.

Consultant shall coordinate with utility companies regarding placement of new facilities within project improvement areas.

### Deliverables:

- Utility Record Drawings and Atlases.
- Utility Letters.

Task deliverables shall be reviewed by Principal-in-Charge and a partial TRC.

### **Task 13. Bidding and Award**

Consultant shall assist the City staff in responding to contractor requests for information (RFIs) during bidding and prepare an addendum if needed.

Consultant shall also assist City staff in reviewing bids.

### **Task 14. Design Support During Construction Support**

Consultant shall provide support services during the construction phase of the project. This includes:

- Providing design support services during construction.
- Responding to contractor RFIs during construction.
- Reviewing submittals and shop drawings.

Reviewing potential change orders for field design alternatives or value engineering.

#### Deliverables:

- Response to RFIs.
- Comments on submittal and shop drawings.

### **Task 15. Record Drawings and Project Closeout**

Consultant shall prepare record drawings from as-built redline drawings. Consultant shall assist the City staff with Project Closeout.

#### Deliverables:

- As-Built Record Drawings.

## **Engineering Quality Assurance/Quality Control Plan**

**Note:** Quality Assurance/Quality Control Plans are customized for each project. This section provides an overview:

Consultant shall be committed to providing quality services to the City. Consultant shall integrate Quality control into daily processes and procedures. Quality services begin with detailed work plans and a clear understanding of the project and the City's goals. Consultant ensures the principals of the firm and senior staff are involved at every stage of the project and all work products are reviewed by a qualified team member. Consultant's detailed approach to quality assurance and quality control is somewhat specific to the type of project and department producing the product. The following is a brief description of the measures and procedures Consultant shall follow to ensure quality products are produced and delivered to the City.

### **QA/QC Plan Introduction**

This section describes the procedures that Consultant shall follow to ensure that work products deliverables meet or exceed the expectations of the City. Consultant's quality assurance procedures shall use past project knowledge, technical experts and field experience to produce a quality project. Consultant's multi-stage quality assurance

program shall be applied on internal production as well as work generated by subconsultants. Each subconsultant's project manager shall be responsible for implementing their own quality assurance program which shall remain consistent with Consultant procedures, as outlined in the scope of work and as described herein.

### **Purpose**

QA/QC requirements are needed at each stage of the project:

- To receive input from senior technical staff with significant expertise in the appropriate fields of technology pertaining to the various project elements.
- To provide high quality work products.

The purpose of this plan is to provide consistent and uniform QA/QC procedures to all team members for use in performing the work.

### **Engineering Design Deliverables**

Consultant engineering design deliverables that require QA/QC reviews include:

- **Technical Memoranda.** Internal quality and constructability review of the draft technical memorandum. The TRC shall conduct prior to submitting the draft to the City.
- **Construction Plans.** Internal quality and constructability review of all submittals. The TRC shall conduct prior to submitting to the City.
- **Specifications.** Internal quality and constructability review of all submittals. The TRC shall conduct prior to submitting the draft to the City.

### **QA/QC Responsibilities**

- **Project Manager (PM).** Direct City interaction, and overall coordination and monitoring of progress and quality of work.
- **Principal-in-Charge.** Provides quality assurance checking prior to 35%, 65%, and 95% submittals with an emphasis on ensuring the project meets design intent, looking for fatal flaws, constructability and general clarity of presentation.
- **Technical Review Committee (TRC).** Plan, schedule, coordinate and monitor the technical review program; manage performance of draft and final plans and specifications, and submit comments to the PM.
- **Design Manager (DM).** Responsible for the ongoing discipline coordination and QA activities applicable to his/her assigned specific project facility; distributes information to appropriate design team members.

### **QA/QC Reviews**

#### **General Procedures**

A program of continuous coordination and checking shall be the responsibility of the TRCs and DMs throughout the duration of the project. Each TRC and DM shall perform detailed internal checking of calculations, drawings, and specifications at each stage of the design.

- **Checking.** All project designs, drawings, specifications and other submittal documents are subject to routine checking procedures. This section contains additional guidelines and checklists to follow in executing the mandatory project checks prior to each submittal.
- **QA Checklists.** Each submittal from disciplines and design teams shall include the QA checklist that documents completion of QA checking procedures for all steps prior to each submittal. The QA checklist is to be used by the TRCs and DMs.
- **TRC Comments.** Comments from TRC review shall be forwarded to the PM. The PM shall distribute the comments to the appropriate DMs and subconsultants.

### **Specialist Reviews**

Consultant shall conduct reviews by using appropriate senior engineers who are specialists on constructability and unique technical considerations. The PM shall approve such specialists. Specialists shall have sufficient information and direction necessary for conducting their review efficiently. Establishing deadlines shall allow specialists to complete reviews on schedule. Additionally, each specialist shall be provided the names and locations of key staff and other specialist reviewers for the purpose of addressing specific questions related to the design. Conclusions and recommendations of specialists not otherwise reported in the TRC comments shall be reported to the PM and to the DM affected.

### **Agency Reviews**

In the course of project development, it is necessary to review certain matters with utilities, code enforcing entities, or other agencies. The results and effects of such reviews must be documented and filed in the project records by those corresponding with the agency.

### **QA/QC Measures**

The following measures shall be implemented to improve quality control of deliverables.

### **Procedures**

Consultant shall comply with the provisions of our quality assurance procedures. Consultant team shall comply with their internal quality assurance procedures.

### **Drawings**

- All civil improvement drawings shall be drawn at standard engineering scales.
- All structural and other discipline drawings shall be drawn at an architectural scale in fraction of an inch equals one foot. This shall allow overlays for coordination and conflict review among all disciplines.
- All plan views for the same structure shall be oriented in the same direction and include north arrows.
- Plans, details, and sections not drawn to scale shall be avoided whenever possible.
- Intermediate progress sets of drawings shall be plotted and reproduced half-size to facilitate cross-checking.

## **Calculations**

- All calculations shall be checked, and so noted, by someone other than the preparer. Team members familiar with the project shall check each other's calculations whenever possible.
- When checking calculations, the complete thought process shall be reviewed as well as the math. Corrections shall be clearly noted on the original calculations in red pencil, with superseded calculation sections or sheets marked "SUPERSEDED" (not 'VOID'), and retained within the pertinent section of the notebook; erroneous figures shall be crossed out in red pencil, but left legible.
- All revisions must be reviewed with the individual who originally prepared the calculations. The name of the checker and the date of checking shall be included on the appropriate locations on the calculations sheets.

## **Technical Memoranda**

Written text must be reviewed for logic, clarity, completeness, coordination with figures and tables, and typographical errors before submittal to the City. The reviewer must not be the same person as the author of the text.

## **Cost Estimates**

Cost estimates shall be checked for mathematical accuracy and to ensure all project elements have been included. Perhaps, the greatest source of potential errors is omitting work elements.

## **Document Checking**

### **Checklists**

Checking is without a doubt the heart of QA. It shall be undertaken with diligence and dedication. A Design Submittal QA Checklist shall be used as a tool for quality assurance. Checking should only be done by staff having thorough understanding and knowledge of the work being checked. Checking shall be a continuous effort throughout the duration of the contract. This does not preclude the final check, but rather avoids a big "crunch" at the end of the work, which often leads to ineffective checking or redoing of the work.

### **Interdisciplinary Checking**

Each discipline (e.g., structural, civil, electrical, etc.) and each Task Leader shall perform detailed internal checking of all calculations, drawings, specifications, and cost estimates in accordance with an established schedule.

## **Checking Procedures**

### **Drawings, Maps, and Sketches**

- Checking shall be done when these items are essentially complete. Special care shall be taken to check last minute changes.
- Each dimension and note shall be marked out with a yellow marker (Be sure it is correct before yellow-lining); revisions and/or additions shall be indicated in red and reviewed with the original designer.
- The person making the corrections shall encircle the red marks on the print with a green marker as they are corrected, and return to the checker for back-checking.



If requested by the checker, a final check print shall be used in the back-checking process.

The name of the checker, dates of checking and back-checking shall be written in red near the title box of each sheet checked and back-checked. The name of the checker shall also be indicated on the original drawing.

### **Specifications**

- All project specifications shall be in the appropriate format (APWA Greenbook, Caltrans, CSI, etc.).
- The specification checker must be provided with an up-to-date set of drawings. Similarly, all references to the specifications on the plans must also be checked for compatibility.
- Every page of the specifications shall be thoroughly read to provide project continuity, correctness, appropriateness, and coordination with the drawings, especially if a specification references another document, (e.g., specification, catalog no., etc.).
- Redundant material, excess verbiage and inapplicable information shall be eliminated. The best specification is a concise one.
- All corrections shall be made in red marker and the revised specifications back-checked against the red-marked check set.
- The check set shall identify the checker and dates of checking and back-checking.
- Cost Estimates
- Complete and reliable cost estimates are as important as drawings and specifications.
- All cost estimates, including figures obtained from outside sources, shall be checked for mathematical accuracy, reasonableness of data and assumptions and to confirm that all items in the project have been accounted for and included in the estimate. Cost estimates shall also be checked for incorporation of all related items, such as contractor's overhead and profit and a suitable contingency allowance.
- The project construction cost estimates shall be reviewed by the Consultant Construction Management department.

**EXHIBIT B  
FEE SCHEDULE**

<b>MNS Engineers</b>		
S. Kowalewski, PE	Principal-in-Charge	\$224.76
M. Ip, PE	Principal Engineer	\$202.16
F. Zinkewich, PE	Project Engineer	\$117.56
B. Mase, EIT	Associate Engineer	\$109.27
R. Wilcox, EIT	Assistant Engineer	\$74.69
S. Burns	CADD Manager	\$121.71
TBD	Project Coordinator	\$82.99
M. Reinhardt, PLS	Principal Surveyor	\$301.36
S. Sobecki, PLS, EIT	Supervising Surveyor	\$148.96
Richard Sleeman	Assistant Surveyor	\$82.99
M. Ueoka	Sr Land Title Analyst	\$124.48
TBD	Party Chief (Prev. Wage)	\$129.21
TBD	Chain Person (Prev. Wage)	\$120.69
G. Chelini, PE	Principal CM	\$281.10
A. Hilton, PE	Senior CM	\$186.44
H. O'Connell, PE	Supervising Engineer	\$168.91
P. Greenway, PE	Principal PM	\$186.19
<b>Ayars &amp; Associates</b>		
S. Kowalewski, PE	Project Executive	\$210.00
M. Ip, PE	Project Manager	\$175.00
F. Zinkewich, PE	Graphic Designer	\$130.00
B. Mase, EIT	Project Coordinator	\$115.00
<b>Rincon Consultants</b>		
R. Daulton	Principal I	\$205.00
TBD	Supervisor I	\$175.00
E. VonBerg	Senior Professional II	\$155.00
TBD	Professional IV	\$130.00
TBD	Professional II	\$100.00
TBD	Technical Editor	\$100.00
TBD	GIS/Graphics	\$95.00
TBD	Clerical	\$68.00
<b>Hamner, Jewell &amp; Associates</b>		
C. Springford	Sr. Associate II	\$165.00
K. Thorne or B. Vazquez	Right of Way Associate I	\$98.00
<b>Oakridge Geosciences</b>		
L. Prentice or C. Prentice	Principal Engineer/Geologist	\$150.00
TBD	Project Engineer/Geologist	\$110.00
TBD	CADD/Technician/Illustrator	\$65.00



Agreement No. 2017-024.1  
City of Goleta, California

**AMENDMENT NO. 1  
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
MNS ENGINEERS, INC.**

**This Amendment No. 1** to a PROFESSIONAL DESIGN SERVICES AGREEMENT is made this 15<sup>th</sup> day of May, 2018, between the **CITY OF GOLETA**, a municipal corporation ("City") and **MNS ENGINEERS, INC.**, a California Corporation ("Consultant") dated May 2, 2017 ("Agreement," Agreement No. 2017-024).

**RECITALS**

**WHEREAS**, this Agreement is for the professional design services in conjunction with the Old Town Sidewalk Improvement Project; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed five hundred ninety-six thousand dollars (\$596,000); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of one hundred eighty-six thousand eight hundred fourteen dollars (\$186,814) for additional tasks on the Old Town Sidewalk Improvement Project; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services as set forth for Consultant; and

**WHEREAS**, the parties desire to amend Exhibit A of the Agreement by adding additional services to facilitate additional design, surveying, environmental, community outreach, and public meetings as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

**WHEREAS**, the City Council approved this Amendment No. 1, pursuant to the Goleta Municipal Code Section 3.05.240 on this 15<sup>th</sup> day of May, 2018.

**AMENDED TERMS**

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$186,814 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 \$782,814 (herein "not to exceed amount"), and shall be earned as the work progresses.


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

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

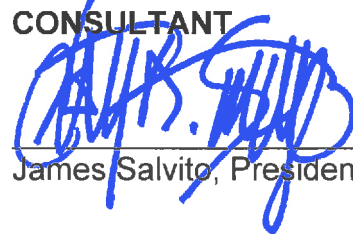
3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

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

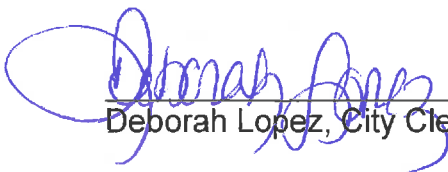
CITY OF GOLETA

  
Michelle Greene, City Manager

CONSULTANT

  
James Salvito, President

ATTEST:

  
Deborah Lopez, City Clerk

  
Greg Chelini, Vice President

APPROVED AS TO FORM

  
Winnie Cai, Deputy City Attorney

## **EXHIBIT A-1 SCOPE OF WORK**

Consultant has developed the following scope of work based on our understanding of the Old Town Sidewalk Improvement Project (Project).

### **Task 1. Project Management**

Consultant Principal-in-Charge shall perform the following:

- Management, administration, coordination, quality control, quality assurance. Consultant shall provide traffic engineering quality control as part of our Technical Review Committee (TRC).
- Interface and coordinate with other involved agencies as necessary and only with City direction.
- Attend project development meetings (up to 10 meetings)
- Assist City Project Manager in preparing and maintaining a project history file.

### **Task 2. Environmental**

Consultant shall complete the CEQA documents for the Project using an Initial Study-Mitigated Negative Declaration (IS-MND). This shall include supporting traffic impact study (TIS) and potential biological and cultural issue area studies or reports. Existing environmental documents and studies shall be used to the extent applicable.

The specific tasks associated with completing the IS-MND are described as follows:

#### **Task 2.1. Project Initiation**

This task includes the steps needed to initiate the CEQA environmental review process, including the kick-off meeting and data gathering. As part of this task, Consultant shall undertake ongoing environmental coordination with the City which shall include the following:

- Attend a project kick-off meeting.
- Prepare the project description and describe the Environmental Setting.

Consultant shall review existing relevant literature maps and inventories, including resource inventories and environmental and land use studies for the project vicinity. Consultant shall also request relevant technical studies, and identify potential areas of concern.

Consultant shall work with the City to develop a project description to describe the actions to be undertaken, including, as applicable, the project limits (logical termini/independent utility), construction activities, and tailor it to reduce potential impacts and include features to reduce potential impacts to assist with streamlining the CEQA process. Any state or federal permit or consultation requirements shall be noted along with the process to obtain the required permits. A brief discussion of the environmental setting shall also be provided.

Deliverables:

- CEQA Document—One reproducible electronic copy via email of the kick-off meeting summary, Project Description, Alternatives Description, Environmental Setting.

**Task 2.2. Project Management**

Consultant shall manage the preparation of all environmental studies, coordinate the environmental review process schedule, and provide project updates for the environmental analysis.

Deliverables:

- Weekly project update meeting agendas and minutes.

**Task 2.3. Traffic Impact Analysis**

The Consultant shall prepare a traffic and circulation study. It is understood the study results shall be used to prepare the environmental documents for the project. The Project proposes to construct sidewalk improvements, parking modifications and revised roadway striping. There is the potential for construction activities to disrupt traffic and pedestrian flows, bicycle routes, parking availability, transit stops, and access to parcels along the streets during the construction phase of the project. These impacts may include temporary lane closures, sidewalks closures, and driveway disruptions. The study shall include a qualitative assessment of the transportation and circulation impacts that would result from the construction activities. Mitigation measures shall be recommended to reduce the circulation impacts to vehicle, pedestrian and bicycle flows during the construction period.

Task 2.3.1. Consultant shall assemble the existing data related to the study. Consultant shall then discuss the project with the City staff and project team.

Task 2.3.2. Consultant shall conduct a field review of the existing roadway, sidewalk, bicycle, transit, and parking facilities in the Project study area.

Task 2.3.3. Consultant shall provide a qualitative assessment of the traffic impacts resulting from the sidewalk construction activities at the Project area. The impact assessment shall be based on the proposed construction plan elements that shall be provided by the City (e.g. construction area footprint, proposed construction scheduling, construction workforce requirements, etc.) The impact assessment shall discuss short-term impacts that may include:

- Travel lane closures or reduced travel lane widths
- Sidewalk closures
- Driveway closures
- Loss of on-street parking
- Transit stop closures

- Construction vehicle parking and staging

Task 2.3.4. Consultant shall provide recommend measures to mitigate project-generated construction impacts. These may include the following:

- Traffic control plans for lane closures or reduced lane widths
- Pedestrian detour plans for sidewalk closures
- Construction phasing
- Shifting construction work outside of peak hours
- Access management plans
- Parking management plans
- Transit route revisions
- Construction workforce parking areas
- Construction material staging areas
- Public information and outreach program

Deliverables:

- Draft and Final versions of traffic and circulation study (one electronic copy via email of each).

**Task 2.4. Administrative Draft IS-MND**

Consultant shall prepare an Administrative Draft Initial Study-Mitigated Negative Declaration (IS-MND) in conformance with the State CEQA guidelines and the City's CEQA guidelines and Initial Study template. The Administrative Draft IS-MND shall contain all required components and shall address direct and indirect impacts of the project. The findings of the traffic impact study prepared in Task 2.4 shall be incorporated. To the extent feasible, existing environmental documentation shall be applied to the environmental analysis for the proposed project.

Potential biological impacts to special status species shall be analyzed using the data acquired from the California Natural Diversity Database, pertinent biological reports, and reconnaissance-level field assessment. The IS-MND shall consider both temporary and permanent impacts to sensitive natural communities and special-status species, including migratory birds and species protected by the state and federal Endangered Species Acts. Potential cultural resources shall be evaluated through a records search and conducting a reconnaissance-level cultural resources survey. Consultant assumes no historic built environment resources shall be affected by the project, no previously unrecorded cultural resources shall be encountered, and no previously recorded cultural resources shall require updates. Impacts related to hazards and other issues related to site disturbance shall be evaluated with a site reconnaissance as well as review of readily available records.

All items on the CEQA Environmental Checklist shall be evaluated. The IS-MND shall identify the direct, indirect, and cumulative environmental effects resulting from the project. It shall provide the nature, magnitude, and extent and direction of adverse and beneficial impacts, and implementable mitigation measures to reduce potentially significant impacts where needed. Whenever possible, impacts shall be quantified and

compared to quantitative thresholds. Temporary air pollutant and greenhouse gas emissions shall be quantified using CalEEMod. Temporary noise impacts shall be quantified based on standard noise generation factors and the distances to noise-sensitive receptors.

Deliverables:

- One reproducible copy via email of the Administrative Draft IS-MND.

**Task 2.5. Draft IS-MND**

Consultant shall revise the Administrative Draft IS-MND based on the comments received. It is assumed comments shall be received from the staff peer review process during this round of review. This scope of work assumes the City will provide one set of consolidated comments for each round of review. Consultant assumes there shall be up to three rounds of review of the Draft IS-MND.

Upon receiving clearance, Consultant shall print and deliver the Draft IS-MND. In addition, Consultant shall prepare the Notice of Completion (NOC) and Notice of Intent to Adopt (NOI) of the Draft IS-MND for distribution, and a notice suitable for publication in both English and Spanish announcing the availability of the environmental document for review and the public hearing for the project.

Deliverables:

- Fifteen bound copies and 20 electronic copies of the Draft IS-MND.

**Task 2.6. Administrative Final IS-MND**

The final formal stages of the IS-MND and project review process involve responding to comments, public hearings, and final publication tasks. At this point, the IS-MND is brought forward for final City approval. Through this process, final changes and policy decisions concerning the project are made. Consultant shall discuss and modify, as necessary, information in the IS-MND that requires such modification.

Deliverables:

- One reproducible copy via email of the proposed Administrative Final IS-MND with responses to comments for City review.

**Task 2.7. Publication of Final IS-MND.**

Following receipt of comments on the Administrative Draft IS-MND, Consultant shall deliver 10 bound copies, and 10 electronic copies on compact disks, of the Final IS-MND with Technical Appendices. Consultant shall assist in filing of the IS-MND, including preparation of the Notice of Determination (NOD).

Deliverables:

- Ten bound copies and 10 electronic copies of the revised Final IS-MND, NOD.

Concept design and environmental intent be reviewed by Principal-in-Charge and TRC.



### **Task 3. Surveying**

Consultant shall provide topographic mapping for the proposed improvements along Pine Avenue. The survey shall be tied into the previous surveys performed by Cardenas & Associates and Cannon Engineering (subconsultants). The supplemental field survey and mapping shall include the following items:

- Hardscape, driveways, structures, fences, walls, trees, signage
- Observable utilities

### **Topographic Mapping Assumptions**

The task is based upon the assumption the topographic mapping provided and shown in the RFP is sufficient and conforms with the existing conditions. If Consultant finds the topographic information is insufficient, Consultants efforts shall need to be expanded to complete the survey for design. In addition, a portion of Pine Avenue crossing over the Old San Jose Creek shall not be surveyed because of the conflict with the Ekwill Street Roundabout project.

### **Deliverables:**

- Updated base mapping

### **Task 4. Right-of-Way**

Consultant shall prepare the required maps, legal descriptions, sketches, and back-up data to support the ROW and easement acquisition effort relating to the project. ROW engineering shall be performed based on the Caltrans ROW Manual specifications. Consultant proposes to prepare a land net map showing existing centerlines and approximate ROW for the survey limits for the Project. After preliminary review of the survey records, Consultant found there is a need to prepare a Record of Survey for the project. The Record of Survey shall serve not only as a way to retrace the corridors in the future, but also to make the legal description process much less tedious and time-consuming. In addition, the Record of Survey shall show all monuments recovered along the existing centerlines and right of way allowing for future monument preservation.

Consultant shall assist the City in the easement acquisition process by performing the following tasks:

- Perform monument search and retracement of boundaries in question to prepare the land net map.
- Identifying the need for preliminary title reports.
- Prepare Record of Survey to be submitted to the County.
- Determine the precise areas needed for temporary and permanent easements.
- Prepare legal descriptions, sketches, and closure calculations for each parcel to be acquired for temporary or permanent use (20 temporary construction easements estimated).

## **Boundary Retracement Assumptions**

The majority of the existing boundaries for the project shall be compiled from recorded maps. Sidelines of properties in question shall be established per record distances. Consultant shall make efforts to identify and recover sufficient monumentation to conduct an accurate retracement of those boundaries. The retracement of the land net assumes there are sufficient survey monuments in existence that are of public record. If Consultant find that monumentation is insufficient, our efforts shall need to be expanded. This scope of work does not include the acquiring of title reports.

### Deliverables:

- ROW map
- Title Reports
- Contract negotiation documents
- Temporary construction easements
- Rights of Entry exhibits

## **Task 5. Public Outreach**

Consultant shall lead the community outreach during the environmental, ROW, and initial construction phases. In general, Consultant's objective shall be to create a baseline of overall awareness, answer key questions, and work with the City team to identify issues that may arise during construction.

Consultant's main areas of outreach shall focus on the following key audiences:

- City residents and property owners in the project area
- Project-located small businesses and employees
- Surrounding businesses that may achieve neighborhood benefits

Special emphasis shall be given to residents and businesses located within in the project area. Consultant shall prepare materials, messaging, and outreach strategies in both English and Spanish with special attention for hard to reach audiences within this neighborhood.

### **Task 5.1. Strategic Outreach Plan**

Consultant shall work with the City team to solidify community outreach goals, timelines, events, and overall strategy. Consultant shall include plans and timelines for:

- Message development
- Public outreach strategy
- Earned media strategy
- Community leader and organization outreach
- Pre-construction media outreach

### **Task 5.2. Message Development (May – June, 2017)**

Consultant shall craft succinct project messaging to introduce overall goals, timelines, and development – tell the "story" of the project in both English and Spanish. Consultant shall perform the following:

- Design project logo/solidify project name.
- Draft initial message points for team: project summary.
- Create project fact sheet and maps.
- Develop questions and answers (Q&As) for anticipated questions and interest areas.
- Develop talking points related to project components, benefits, construction timeline, and general inconveniences.
- Develop separate traffic handling plan with graphics as needed.

### **Task 5.3. Public Outreach Strategy (June 2017 – 2019)**

Consultant shall work with City team to position the project in the best light, highlighting benefits, and addressing potential concerns or controversial issues. Consultant shall provide the following:

- Create project web page/information for inclusion on the City website.
- Create a project hotline for inquiries in English and Spanish.
- Create an outreach timeline to reach key businesses and homeowners:
  - Local businesses
  - Local homeowners and residents
  - Surrounding businesses that may be impacted
  - City Council
- Develop outreach components (including mailers, events, meetings, etc.) in English and Spanish:
  - Area mailers
    - Area mailing (introduction) and community meeting invitation
    - 1 update mailing (resident & business)
    - 1 pre-construction mailing
  - 6 to 8 community meetings
    - Environmental Phase: up to 2 community meeting as needed.
    - ROW: Up to 2 workshops as needed.
    - Construction: up to 2 community meeting as needed.
  - Onsite and individual property owner meetings as needed (up to 8).
- Design project information (road) signs with contact, agency, and funding information (signs to be produced during construction through contractor's budget).
- Work with key thought leaders and area business owners to introduce project in a positive manner, focused on issues important to specific businesses and community organizations (including Safe Routes to School).

- Follow-up with residents and businesses via email/website depending on online presence of neighborhood.

#### **Task 5.4. Earned Media Strategy (June 2017 – 2019)**

Consultant shall work with the City and local media to garner positive coverage of project. Consultant shall:

- Develop a media outreach strategy:
  - Local/regional media
- Work with team spokespeople to reach out to media.
- Serve as media liaison as needed to respond to interviews, media updates, and current events covered.

#### **Task 5.5. Community Leader and Organization Outreach (June 2017 – 2019)**

Consultant shall develop strategic plan to reach out to community leaders and community organizations. Consultant shall provide the following:

- Set up meetings, tours, and events with community leaders and organizations to introduce project as needed.
- Work with community leaders to build support and expand awareness of project need and timeline, such as:
  - Goleta City Council – up to 3 meetings as needed
  - Goleta Valley Chamber of Commerce
  - Businesses adjacent to project

#### **Task 5.6. Pre-Contractor Award Selection – Media (2019)**

Consultant shall work with City team to update elected officials, business owners, and local media regarding the project status and construction timeline. Consultant shall:

- Develop outreach materials for distribution.
- Work with team to identify speakers, goals, and talking points.
- Follow-up with local media and report back to team.

#### **Deliverables:**

- Project logo/official name
- Project fact sheet
- Project web page on City website
- Direct mail pieces
- Project road sign design
- Hotline phone number and voicemail box
- Media coverage report – overall project outreach

## **Task 6. 35% Plans and Engineer's Estimate**

Based on the conceptual plans and input from the community and the City, Consultant shall prepare 35% Plans and Engineer's Estimate. For this phase, Consultant shall include the aerial photographic mapping as background to allow the property owners and community to easily identify the location of the improvements. The plans shall be double stacked as a street profile is not anticipated. The plan sheets include:

- Title Sheet (one sheet)
- Typical Sections (one sheet)
- Street Improvement Plans at 1" = 20' scale (ten sheets)
- Signing and Striping Plans at 1" = 40' scale (five sheets)

Specifications are not expected to be compiled as this stage.

Consultant team shall also prepare traffic engineering design documentation for the 35% design submittal (TJW Engineering) and geotechnical design input (Oakridge Geosciences) including R-values for each roadway and infiltration data for stormwater quality designs.

### Deliverables:

- 35% Plans and Engineer's Estimate
- Geotechnical design input

Design intent and task deliverables shall be reviewed by Principal-in-Charge and TRC.

## **Task 7. 65% Plans, Specifications, and Estimates**

Based on comments from the Community and the City, Consultant shall refine the design and prepare 65% Plans, Specifications, and Engineer's Estimate (PS&Es). The anticipated plan sheets include:

- Title Sheet (one sheet)
- Typical Sections (one sheet)
- Demolition/Utility Disposition Plans at 1" = 20' (nine sheets)
- Street Improvement Plans at 1" = 20' (ten sheets)
- Drainage Plan and Profile (one sheet)
- Signing and Striping Plans at 1" = 40' (five sheets)

Drainage, street lighting, landscaping and irrigation improvements are not anticipated north of Hollister Avenue due to the lack of existing facilities/systems.

Drainage facilities and street lighting shall be relocated and/or modified on Pine Street due to the proposed sidewalk improvements.

Consultant shall update the Engineer's Estimate and prepare the draft technical specifications.

### **Deliverables**

- 65% Plans, Specifications, and Engineer's Estimate

Task deliverables shall be reviewed by Principal-in-Charge and TRC.

### **Task 8. 95% Plans, Specifications, and Estimates**

Based the City and Community comments, Consultant shall prepare 95% (PS&Es). This involves updating the 65% plans and adding the following plan sheets:

- Construction Details (two sheets)
- Retaining Wall/Curb Details (one sheet)
- Stormwater Treatment Details (one sheet)
- Curb Ramp Details at 1" = 10' (four sheets)
- City Street Light Detail (one sheet)

Utility relocation design and plans shall be prepared by the utility agency.

Traffic control plans and the Stormwater Pollution Prevention Plan (SWPPP) shall be prepared by the contractor.

#### **Deliverables:**

- 95% Plans and Engineer's Estimate

Task deliverables shall be reviewed by Principal-in-Charge and TRC.

### **Task 9. Final Contract Document**

Based the City comments, Consultant shall prepare final bid package. Consultant shall prepare the Resident Engineer file and documentation.

#### **Deliverables:**

- Final Contract Documents

Task deliverables shall be reviewed by Principal-in-Charge and TRC.

### **Task 10. Right-of-Way Engineering**

Consultant team shall assist the City staff with preparing materials for Council presentation on approach to Project ROW needs – acquisitions, vacate encroachments, and construction process.

Consultant shall prepare and update the appraisal map which identifies the parcel number, owner, type of easement, size of easement, and remainder size.

#### **Deliverables:**

- ROW Appraisal Maps

Task deliverables shall be reviewed by Principal-in-Charge and a partial TRC.

## **Task 11. Right-of-Way Appraisals, Acquisitions, and Construction Easements**

The rights of entry or license agreements are needed to authorize work on private properties to install or conform new driveway aprons and conform grades to the planned public improvements.

Consultant's scope of work shall include attending the initial field visit with the Project team, evaluating plans and documents to support identification of ROW issues, and researching property titles and preliminary title reports on parcels requiring permanent easements. Consultant shall meet with City staff to discuss and identify uniform treatment of encroachments, communications and outreach with impacted owners, both in English and Spanish.

Consultant shall attend up to four public workshops for the design, ROW and initial construction phases with Consultant's project manager, and one bilingual (Spanish/English) ROW agent.

Consultant shall prepare agreements, deeds, and necessary offer documents for new permanent property rights that shall need to be acquired on the City's behalf, personally present (when possible) offer packages, negotiate and process the signed documents, coordinate the escrow coordination (if escrow is desired), and disburse funds to the property owners.

Consultant shall work closely with the City's team to ensure they are investing efforts in accordance with the City's needs and preferences. In any case where Consultant is working with people rather than completing an independently controllable task, it is difficult to estimate in advance the specific amount of time that may be required to complete the task. Consultant's efforts are largely impacted by the level of accessibility and responsiveness of the property owners. As a budgetary estimate, Consultant has allocated up to 500 hours for Consultant's staff.

### **Consultant Assumptions**

- No occupant relocations.
- No Caltrans oversight.
- 27 owners with Right of Entry/ license agreements only – mostly driveway conforms.
- 39 owners have small encroachments on 43 properties.
- Two owners have large encroachments on two properties.
- Acquisitions are not required.
- Encroaching fences to be relocated by City's contractor to ROW line except stone or brick fences.
- ROW services, owner outreach, communications, entry agreements (not to exceed an average of seven hours/ownership).

### **Deliverables:**

- ROW agreements, deeds, and offer documents.

Task deliverables shall be reviewed by Principal-in-Charge and a partial TRC.

### **Task 12. Utility Coordination**

Consultant shall provide utility coordination for the project. Consultant shall prepare City letterhead utility letters to obtain record drawings and atlases for the facilities within the project area, identify and field verify the utilities, and identify conflicts.

Consultant shall assist staff in coordinating the utility kick-off meeting and assist staff in coordinating relocating impacted utility facilities including preparing City letterhead utility relocation letters.

Consultant shall coordinate with utility companies regarding placement of new facilities within project improvement areas.

#### **Deliverables:**

- Utility Record Drawings and Atlases.
- Utility Letters.

Task deliverables shall be reviewed by Principal-in-Charge and a partial TRC.

### **Task 13. Bidding and Award**

Consultant shall assist the City staff in responding to contractor requests for information (RFIs) during bidding and prepare an addendum if needed.

Consultant shall also assist City staff in reviewing bids.

### **Task 14. Design Support During Construction Support**

Consultant shall provide support services during the construction phase of the project. This includes:

- Providing design support services during construction.
- Responding to contractor RFIs during construction.
- Reviewing submittals and shop drawings.

Reviewing potential change orders for field design alternatives or value engineering.

#### **Deliverables:**

- Response to RFIs.
- Comments on submittal and shop drawings.

### **Task 15. Record Drawings and Project Closeout**

Consultant shall prepare record drawings from as-built redline drawings. Consultant shall assist the City staff with Project Closeout.

#### **Deliverables:**

- As-Built Record Drawings.



## Engineering Quality Assurance/Quality Control Plan

**Note:** Quality Assurance/Quality Control Plans are customized for each project. This section provides an overview:

Consultant shall be committed to providing quality services to the City. Consultant shall integrate Quality control into daily processes and procedures. Quality services begin with detailed work plans and a clear understanding of the project and the City's goals. Consultant ensures the principals of the firm and senior staff are involved at every stage of the project and all work products are reviewed by a qualified team member. Consultant's detailed approach to quality assurance and quality control is somewhat specific to the type of project and department producing the product. The following is a brief description of the measures and procedures Consultant shall follow to ensure quality products are produced and delivered to the City.

### QA/QC Plan Introduction

This section describes the procedures that Consultant shall follow to ensure that work products deliverables meet or exceed the expectations of the City. Consultant's quality assurance procedures shall use past project knowledge, technical experts and field experience to produce a quality project. Consultant's multi-stage quality assurance program shall be applied on internal production as well as work generated by subconsultants. Each subconsultant's project manager shall be responsible for implementing their own quality assurance program which shall remain consistent with Consultant procedures, as outlined in the scope of work and as described herein.

### Purpose

QA/QC requirements are needed at each stage of the project:

- To receive input from senior technical staff with significant expertise in the appropriate fields of technology pertaining to the various project elements.
- To provide high quality work products.

The purpose of this plan is to provide consistent and uniform QA/QC procedures to all team members for use in performing the work.

### Engineering Design Deliverables

Consultant engineering design deliverables that require QA/QC reviews include:

- **Technical Memoranda.** Internal quality and constructability review of the draft technical memorandum. The TRC shall conduct prior to submitting the draft to the City.
- **Construction Plans.** Internal quality and constructability review of all submittals. The TRC shall conduct prior to submitting to the City.
- **Specifications.** Internal quality and constructability review of all submittals. The TRC shall conduct prior to submitting the draft to the City.

## **QA/QC Responsibilities**

- **Project Manager (PM).** Direct City interaction, and overall coordination and monitoring of progress and quality of work.
- **Principal-in-Charge.** Provides quality assurance checking prior to 35%, 65%, and 95% submittals with an emphasis on ensuring the project meets design intent, looking for fatal flaws, constructability and general clarity of presentation.
- **Technical Review Committee (TRC).** Plan, schedule, coordinate and monitor the technical review program; manage performance of draft and final plans and specifications, and submit comments to the PM.
- **Design Manager (DM).** Responsible for the ongoing discipline coordination and QA activities applicable to his/her assigned specific project facility; distributes information to appropriate design team members.

## **QA/QC Reviews**

### **General Procedures**

A program of continuous coordination and checking shall be the responsibility of the TRCs and DMs throughout the duration of the project. Each TRC and DM shall perform detailed internal checking of calculations, drawings, and specifications at each stage of the design.

- **Checking.** All project designs, drawings, specifications and other submittal documents are subject to routine checking procedures. This section contains additional guidelines and checklists to follow in executing the mandatory project checks prior to each submittal.
- **QA Checklists.** Each submittal from disciplines and design teams shall include the QA checklist that documents completion of QA checking procedures for all steps prior to each submittal. The QA checklist is to be used by the TRCs and DMs.
- **TRC Comments.** Comments from TRC review shall be forwarded to the PM. The PM shall distribute the comments to the appropriate DMs and subconsultants.

### **Specialist Reviews**

Consultant shall conduct reviews by using appropriate senior engineers who are specialists on constructability and unique technical considerations. The PM shall approve such specialists. Specialists shall have sufficient information and direction necessary for conducting their review efficiently. Establishing deadlines shall allow specialists to complete reviews on schedule. Additionally, each specialist shall be provided the names and locations of key staff and other specialist reviewers for the purpose of addressing specific questions related to the design. Conclusions and recommendations of specialists not otherwise reported in the TRC comments shall be reported to the PM and to the DM affected.

### **Agency Reviews**

In the course of project development, it is necessary to review certain matters with utilities, code enforcing entities, or other agencies. The results and effects of such reviews must be documented and filed in the project records by those corresponding with the agency.

### **QA/QC Measures**

The following measures shall be implemented to improve quality control of deliverables.

### **Procedures**

Consultant shall comply with the provisions of our quality assurance procedures. Consultant team shall comply with their internal quality assurance procedures.

### **Drawings**

- All civil improvement drawings shall be drawn at standard engineering scales.
- All structural and other discipline drawings shall be drawn at an architectural scale in fraction of an inch equals one foot. This shall allow overlays for coordination and conflict review among all disciplines.
- All plan views for the same structure shall be oriented in the same direction and include north arrows.
- Plans, details, and sections not drawn to scale shall be avoided whenever possible.
- Intermediate progress sets of drawings shall be plotted and reproduced half-size to facilitate cross-checking.

### **Calculations**

- All calculations shall be checked, and so noted, by someone other than the preparer. Team members familiar with the project shall check each other's calculations whenever possible.
- When checking calculations, the complete thought process shall be reviewed as well as the math. Corrections shall be clearly noted on the original calculations in red pencil, with superseded calculation sections or sheets marked "SUPERSEDED" (not 'VOID'), and retained within the pertinent section of the notebook; erroneous figures shall be crossed out in red pencil, but left legible.
- All revisions must be reviewed with the individual who originally prepared the calculations. The name of the checker and the date of checking shall be included on the appropriate locations on the calculations sheets.

### **Technical Memoranda**

Written text must be reviewed for logic, clarity, completeness, coordination with figures and tables, and typographical errors before submittal to the City. The reviewer must not be the same person as the author of the text.

### **Cost Estimates**

Cost estimates shall be checked for mathematical accuracy and to ensure all project elements have been included. Perhaps, the greatest source of potential errors is omitting work elements.

### **Document Checking Checklists**

Checking is without a doubt the heart of QA. It shall be undertaken with diligence and dedication. A Design Submittal QA Checklist shall be used as a tool for quality assurance. Checking should only be done by staff having thorough understanding and knowledge of the work being checked. Checking shall be a continuous effort throughout the duration of the contract. This does not preclude the final check, but rather avoids a big “crunch” at the end of the work, which often leads to ineffective checking or redoing of the work.

### **Interdisciplinary Checking**

Each discipline (e.g., structural, civil, electrical, etc.) and each Task Leader shall perform detailed internal checking of all calculations, drawings, specifications, and cost estimates in accordance with an established schedule.

### **Checking Procedures**

#### **Drawings, Maps, and Sketches**

- Checking shall be done when these items are essentially complete. Special care shall be taken to check last minute changes.
- Each dimension and note shall be marked out with a yellow marker (Be sure it is correct before yellow-lining); revisions and/or additions shall be indicated in red and reviewed with the original designer.
- The person making the corrections shall encircle the red marks on the print with a green marker as they are corrected, and return to the checker for back-checking. If requested by the checker, a final check print shall be used in the back-checking process.

The name of the checker, dates of checking and back-checking shall be written in red near the title box of each sheet checked and back-checked. The name of the checker shall also be indicated on the original drawing.

### **Specifications**

- All project specifications shall be in the appropriate format (APWA Greenbook, Caltrans, CSI, etc.).
- The specification checker must be provided with an up-to-date set of drawings. Similarly, all references to the specifications on the plans must also be checked for compatibility.
- Every page of the specifications shall be thoroughly read to provide project continuity, correctness, appropriateness, and coordination with the drawings, especially if a specification references another document, (e.g., specification, catalog no., etc.).
- Redundant material, excess verbiage and inapplicable information shall be eliminated. The best specification is a concise one.
- All corrections shall be made in red marker and the revised specifications back-checked against the red-marked check set.
- The check set shall identify the checker and dates of checking and back-checking.
- Cost Estimates
- Complete and reliable cost estimates are as important as drawings and specifications.

- All cost estimates, including figures obtained from outside sources, shall be checked for mathematical accuracy, reasonableness of data and assumptions and to confirm that all items in the project have been accounted for and included in the estimate. Cost estimates shall also be checked for incorporation of all related items, such as contractor's overhead and profit and a suitable contingency allowance.
- The project construction cost estimates shall be reviewed by the Consultant Construction Management department.

#### **Additional Task 16: Add Monthly Meetings**

The City requested additional coordination meetings. Meetings from the original contract scope of work were used to increase coordination in late-2017 and early-2018. This scope of work adds up to 20 meetings roughly one per month for the remainder of the final design and right-of-way phase.

#### **Additional Task 17: Add Council Update Meeting**

The City requested an out-of-scope City Council workshop to present, discuss and develop an approach to private development in the public right-of-way. The City attorney provided direction prior to the City Council workshop, and this changed the expectations of the meeting. Consultant and Ayars supported this additional service.

#### **Additional Task 18: Add Community Workshop**

The City requested an out-of-scope community workshop after the City Council approval of the environmental document and after the City Council Workshop/Update meeting, but before final design and right-of-way started. Consultant and Ayars supported this additional service.

#### **Additional Task 19: Expand Public Outreach**

Upon completion of the environmental phase of the project, the team and City reviewed the contract scope of work and requested additional services to move the project forward per the City Council and community expectations for public outreach. Ayars prepared the follow scope of work. Consultant has some management time included in this task as well.

Additional community outreach services shall be provided during the final design and right-of-way phase of the project. The public outreach objectives continue to reinforce a baseline of overall awareness, answer key questions, and work with the greater team to identify issues that may arise during the final design and right-of-way phase. Material shall continue to be provided in both English and Spanish.

This amendment includes added emphasis on Spanish media, outreach to churches, mailing materials that can be handed out or posted throughout the neighborhood, and additional work with Oasis Apartments.

**(a) Project Management and Team Meetings**

Ongoing coordination with the overall project team that includes the addition of team meetings:

- Right-of-Way: Additional team meetings (up to 5)

**(b) Public Outreach Strategy**

- Additional scope of work includes: Develop outreach components (including mailers, events, meetings, etc.) in English & Spanish
  - Area mailers
    - » Right-of-Way
      - Fall 2018 mailing with updated fact sheet & maps
      - Spring 2019 update mailing
  - Community meetings
    - » Right-of-way
      - Added workshop
  - Added on-site and individual property owner meetings as needed (up to 4), including
  - Oasis Apartments
  - Added Spanish-language outreach to local churches
  - Added outreach to Spanish-language radio

Task deliverables include:

- Project fact sheets
- Project web page updates
- Direct mail pieces

**Additional Task 20: Add Magnolia Angled Parking, and Address Tree and Lighting Concerns**

Early in the project development the City requested the project team consider, analyze and develop an angled parking plan for Magnolia – in an area that was identified in the original request for proposals to only receive a small amount of sidewalk infill. The level of effort to change from sidewalk infill to reconstruction of half the roadway, in addition to the planning-level analysis and documentation of parking issues in the entire project is included as well.

**Additional Task 21: CEQA Support**

Rincon shall support an amendment to the Mitigated Negative Declaration (MND). Consultant has some management time included in this task as well.

Potential reasons for an MND amendment include:

- Adding approximately 10 feet of sidewalk at the north end of Orange to traverse the community-owned well parcel, which may require removal of trees or bushes
- Shift opposite side curb line at the curve on Gato to make more room for turning movements with narrow lanes and parking on both sides of the road
- Convert Mandarin, Orange and/or Magnolia to one-way traffic to improve operations, safety and make room for improvements
- Improve opposite side of street at a few locations by adding pavement and/or curb and gutter

### **Additional Task 22: Right-of-way Staking**

Consultant shall stake the approximate right-of-way lines adjacent to the proposed project improvements. The right-of-way line staking does not include setting property corners unless the corner is created by two rights of way. Marks (typically stakes or lathes) shall be set approximately every 30 feet or inter-visible for review by the City and/or property owners. If obstructions exist, marks shall be set at identified offsets for visual reference. Pictures shall be taken to show property encroachments and survey marks. No permanent marks shall be set as this work is only for informational purposes.

The proposed right-of-way staking shall not delineate the sidelines of adjacent properties. The survey marks are to be used to help visualize potential private encroachments into the public right-of-way.

The magnitude of the effort for this additional service is based upon the assumption that up to 100 properties may have private encroachments in the public right-of-way.

### **Additional Task 23: Right-of-way Exhibits**

Consultant shall prepare right-of-way exhibits for up to 100 effected properties. The exhibits shall include:

- An aerial photograph and topographic mapping
- Right-of-way line
- Notes and callouts of private improvements within the public right-of-way
- Shading or hatching to identify approximate limits of private improvements within the public right-of-way
- Photograph from street of the private improvements within the public right-of-way and the survey marks for the right-of-way line (as placed per AS 7: Right-of-way Staking)

### **Additional Task 24: Mandarin One-Way Support**

Consultant shall support the study of the conversion of Mandarin to one-way traffic. The study shall be prepared by the consultant working on the Hollister Avenue Complete

Streets project. Consultant shall provide input, review draft reports and develop exhibits as needed up to the task fee limit.

**Additional Task 25: Add Mandarin Angled Parking Study and Utility Undergrounding Estimates**

Consultant shall prepare a high-level planning study of the potential benefits of angled parking on Mandarin if the road is converted to one-way traffic.

Consultant shall prepare high-level planning estimates for undergrounding utilities on Mandarin and on Orange (between Hollister and Mandarin).



**AMENDMENT NO. 2  
TO A PROFESSIONAL DESIGN SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
MNS ENGINEERS, INC.**

**This Amendment No. 2** to a PROFESSIONAL DESIGN SERVICES AGREEMENT is made this 1<sup>st</sup> day of **October**, 2019, between the **CITY OF GOLETA**, a municipal corporation ("City") and **MNS ENGINEERS, INC.**, a California Corporation ("Consultant") dated May 2, 2017 ("Agreement," Agreement No. 2017-024).

**RECITALS**

**WHEREAS**, this Agreement is for the professional design services in conjunction with the Old Town Sidewalk Improvement Project; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) that the rates and expenses set forth in the rates exhibit shall be binding upon CONSULTANT until December 31, 2020, and (CITY is to be given 60 days notice of any rate increase request and does not currently provide Caltrans procurement standards; and

**WHEREAS**, the parties desire to amend the Agreement so as to replace Section 3 in its entirety to provide for the ability to adjust the rates to match the Actual Cost-Plus-Fixed Fee contract payment method by changing the binding upon CONSULTANT date through July 31, 2019, changing the given notice of any rate increase request from 60 days to 30 days, and identifying the method of payment to be based on actual cost plus a fixed fee pursuant to Caltrans contract rates; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Exhibit B entitled "Fee Schedule;" and

**WHEREAS**, the parties desire to amend Exhibit B of the Agreement replacing it with the Caltrans Exhibit 10-H Cost Proposal, Actual Cost-Plus-Fixed-Fee Contract, attached as Exhibit B-1; and

**WHEREAS**, the City Council approved this Amendment No. 2, pursuant to the Goleta Municipal Code Section 3.05.240 on this 17<sup>th</sup> day of September, 2019.

**AMENDED TERMS**

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended 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 \$782,814 (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 Fee Schedule marked Exhibit B-1, attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until July 31, 2019, 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 30 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.

**(c)** The method of payment for this contract will be based on actual cost plus a fixed fee. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Fee Schedule , unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead rate set forth in the Fee Schedule. In the event, that CITY determines that a change to the work from that specified in the Fee Schedule and contract is required, the contract time or actual costs reimbursable by CITY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "a" shall not be exceeded, unless authorized by contract amendment.

**(d)** Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Fee Schedule.

**(e)** When milestone cost estimates are included in the approved Fee Schedule, CONSULTANT shall obtain prior written approval for a revised

milestone cost estimate from the Project Manager before exceeding such cost estimate.

(f) Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, CITY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 12 Termination By City.

(g) No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

(h) CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by CITY's Project Manager of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Fee Schedule and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due CITY including any equipment purchased under the provisions of Section 34 Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to CITY's Project Manager at the following address:

City of Goleta  
Accounts Payable  
ap@cityofgoleta.org  
130 Cremona Dr., Ste B  
Goleta, CA 93117

(i) Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Fee Schedule and is approved by CITY's Project Manager.

(j) For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.


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

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

3. 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. 2 has been executed by the parties effective on the date and year first above written.

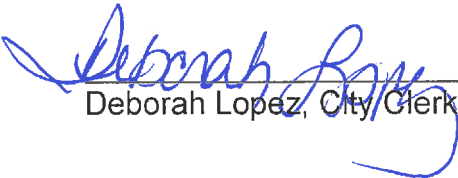
**CITY OF GOLETA**

  
Michelle Greene, City Manager

**CONSULTANT**

  
James Salvito, President

**ATTEST:**

  
Deborah Lopez, City Clerk

  
Greg Chelini, Vice President

**APPROVED AS TO FORM**

  
Winnie Cai, Assistant City Attorney

## EXHIBIT B-1 FEE SCHEDULE

### EXHIBIT 10-H COST PROPOSAL ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

Consultant: MNS Engineers Contract No.: n/a Date: 8/26/2019

#### DIRECT LABOR

Classification/Title	Name	Hours	Ave. Hrly Rate	Total
Principal-In-Charge, PM	S. Kowalewski	500	\$89.38	\$44,687.50
Principal Engineer	M. Ip	200	\$82.93	\$16,586.00
Senior Project Engineer	F. Zinkewich	500	\$50.00	\$25,000.00
Associate Engineer	S. Potts	600	\$31.61	\$18,966.00
Associate Engineer	R. Wilcox	600	\$34.97	\$20,982.00
CADD Manager	S. Burns	500	\$52.16	\$26,080.00
Principal Surveyor	M. Reinhardt	30	\$119.83	\$3,595.02
Lead Surveyor	S. Sobiecki	118	\$60.10	\$7,091.80
Associate Surveyor	R. Sleeman	128	\$37.00	\$4,736.00
Sr. Land Title Analyst	M. Ueoka	12	\$45.00	\$540.00
Party Chief*	TBD (Prevailing Wage)	56	\$52.21	\$2,923.76
Chain Person*	TBD (Prevailing Wage)	64	\$50.16	\$3,210.24
Senior CADD Technician	O. Hernandez	400	\$41.62	\$16,648.00
Engineering Technician	TBD	100	\$27.00	\$2,700.00
				\$0.00
				\$0.00
Project Coordinator	TBD	40	\$30.00	\$1,200.00

#### LABOR COSTS

a) Subtotal Direct Labor Costs	\$194,946.32
b) Anticipated Salary Increases (see page 2)	\$0.00
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$194,946.32</b>

#### FRINGE BENEFITS

d) Fringe Benefits	(Rate: 42.38%)
<b>e) TOTAL FRINGE BENEFITS [(c) x (d)]</b>	<b>\$82,618.25</b>

#### INDIRECT COSTS

f) Overhead	(Rate: 97.84%)	g) Overhead [(c) x (f)]	\$190,735.48
h) General & Administrative	(Rate: 0.00%)	i) Gen & Admin [(c) x (h)]	\$0.00
<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>			<b>\$273,353.73</b>

#### FEE (Profit)

q) (Rate: 12.00%)	k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]	\$56,196.01
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#### OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs	0	\$0.00	\$0.00
m) Equipment Rental and Supplies	0	\$0.00	\$0.00
n) Permit Fees, Plan Sheets, Test Holes, Etc.	1	\$1,399.97	\$1,399.97
o) Subconsultant Costs	1	\$256,831.00	\$256,831.00
<b>p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]</b>			<b>\$258,230.97</b>

**TOTAL COST [(c) + (j) + (k) + (p)]** \$782,727.03

#### NOTES:

» Employees subject to prevailing wage requirements are marked with an \*

Page 1 of 2

**EXHIBIT 10-H COST PROPOSAL - continued**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
**(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**

Consultant: MNS Engineers Contract No.: n/a Date: 8/26/2019

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	3 Year Contract Duration
\$194,946.32	3,848	= \$50.66	Ave. Rate Year 1

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalat**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.66	+	4.00%	=	\$52.69	Ave. Rate Year 2
Year 2	\$52.69	+	4.00%	=	\$54.80	Ave. Rate Year 3
Year 3	\$54.80	+	4.00%	=	\$56.99	Ave. Rate Year 4
Year 4	\$56.99	+	4.00%	=	\$59.27	Ave. Rate Year 5

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	100.00%	*	3,848	=	3848.0	Est. Hrs Year 1
Year 2	0.00%	*	3,848	=	0.0	Est. Hrs Year 2
Year 3	0.00%	*	3,848	=	0.0	Est. Hrs Year 3
Year 4	0.00%	*	3,848	=	0.0	Est. Hrs Year 4
Year 5	0.00%	*	3,848	=	0.0	Est. Hrs Year 5
Total	100%		Total	=	3848.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$50.66	*	3,848	=	\$194,946.32	Est. Hours Year 1
Year 2	\$52.69	*	0	=	\$0.00	Est. Hours Year 2
Year 3	\$54.80	*	0	=	\$0.00	Est. Hours Year 3
Year 4	\$56.99	*	0	=	\$0.00	Est. Hours Year 4
Year 5	\$59.27	*	0	=	\$0.00	Est. Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$194,946.32	
			Direct Labor Subtotal before Escalation	=	\$194,946.32	
			Estimated total of Direct Labor Salary Increase	=	\$0.00	Transfer to Page 1

**NOTES:**

- » This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- » An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- » This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.